

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

IN RE: §
BALLENGER CONSTRUCTION CO. § CASE NO. 12-20645
Debtor §

**MOTION AND NOTICE OF TRUSTEE'S INTENT TO SELL
PROPERTY FREE AND CLEAR OF LIENS CLAIMS AND INTERESTS**

This motion seeks an order that may adversely affect you. If you oppose the motion, you should immediately contact the moving party to resolve the dispute. If you and the moving party cannot agree, you must file a response and send a copy to the moving party. You must file and serve your response within 21 days of the date this was served on you. Your response must state why the motion should not be granted. If you do not file a timely response, the relief may be granted without further notice to you. If you oppose the motion and have not reached an agreement, you must attend the hearing. Unless the parties agree otherwise, the court may consider evidence at the hearing and may decide the motion at the hearing. Represented parties should act through their attorney.

There will be a hearing on this motion on _____ at _____ o'clock in courtroom _____.

To All Parties in Interest:

Please take notice that Michael B. Schmidt, the Liquidating Trustee under the confirmed plan in the above referenced Case ("Trustee") hereby moves this court for authority to sell the Property hereafter described in Cameron County, Texas for the total sum of \$200,000.00 to Brenta, LLC, 902 E. Owassa Road, Edinburg, TX 78542, as follows:

10.362 ac tract, NE Corner of US Hwy 281 & FM 509, Los Indios, TX
78582, more specifically described in Exhibit A attached to Exhibit 1.

The Trustee pursuant to 11 U.S.C. §363 intends to sell the Trust's interest in the Property to Buyer, free and clear of all liens, claims and interests for the total cash sum of \$18,000.00, AS IS, WHERE IS and WITH ALL FAULTS in accordance with the terms and provisions of the Contract attached hereto and incorporated herein as **Exhibit 1**. To the extent valid, all liens, claims and interest shall attach to the proceeds of the sale. Further, the Trustee intends to sell the Property to Buyer, free and clear of the liens, claims and interests of as set forth in **Schedule 'C'** attached to the Order including, but not limited to, those of Frost National Bank. All liens, claims and interests shall attach to the proceeds, to the extent valid. The Trustee is simultaneously paying the \$176.00 filing fee for this Motion. The Trustee moves the Court to waive the stay provided under FRBP 6004(h).

The sale is being made in good faith, to a third party unaffiliated buyer, as the result of an arms-length transaction. The sale of this property will benefit the estate in that the net funds received will be used to pay unpaid taxes and closing costs. The Trustee and the estate retain all rights under 506 (c) of the Code. Trustee believes that the sales price is the best price obtainable.

The Trustee requests, at his discretion, upon his review and verification of any valid liens, the Court authorizes him to pay all such liens and broker fees and closing costs, including

attorney documentation fees from the proceeds of the sale or have such liens and fees (or any portion thereof) withheld and paid by the title company at closing. The Property is released from all liens, claims and interests (including, but not limited to those set forth on the **Schedule "C"** attached hereto), and attach to the sales proceeds (to the extent they are valid) upon consummation by the Trustee of this approved sale. Provided, however, the ad valorem tax liens for the 2018 tax year will be expressly retained in the Property until the payment by the purchaser of the 2018 ad valorem taxes. The Trustee also requests he be authorized to execute all necessary documents and take all such further action deemed by him necessary to transfer ownership to Buyer of the Property, without further order of this Court. Further, the Trustee requests such earnest money contract and each of its terms and conditions be approved and become binding upon all Parties upon the execution of this order.

Objections and requests for a hearing before the Bankruptcy Court, if any, as to the above sale and termination of the month to month lease, shall be in writing and filed with the clerk of the Bankruptcy Court and served upon the Trustee at the address shown below. Any objections not timely filed and served may be deemed waived.

WHEREFORE, PREMISES CONSIDERED, Michael B. Schmidt, Trustee prays that this Court enter an Order Approving this Motion to Sell Free and Clear of Liens, claims and interests and for any further relief that he may be justly entitled to.

DATE: April 23, 2018

Law Office of Michael B. Schmidt

/S/MICHAEL B. SCHMIDT
Michael B. Schmidt,
401 Grant Pl.
Corpus Christi, Texas 78411
TBN 17775200 FBN 10260
361/884-9949 FAX: 361/884-6000
Attorney for the Trustee

CERTIFICATE OF SERVICE

I do hereby certify that on April 23, 2018, I served a copy of the foregoing motion to the persons listed below and on the service list electronically and/or by regular mail.

/S/MICHAEL B. SCHMIDT
MICHAEL B. SCHMIDT

IRS
Centralized Insolvency Operation
P. O. Box 7346
Philadelphia, PA 19101

Frost National Bank
c/o Craig Power, Attorney
Cokinos, Bosien & Young
1221 Lamar, 16th Floor
Houston, TX 77010
Email: CPower@cbylaw.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

IN RE: §
BALLENGER CONSTRUCTION CO. § CASE NO. 12-20645
Debtor §

NOTICE TO CREDITORS AND PARTIES IN INTEREST

This motion seeks an order that may adversely affect you. If you oppose the motion, you should immediately contact the moving party to resolve the dispute. If you and the moving party cannot agree, you must file a response and send a copy to the moving party. You must file and serve your response within 21 days of the date this was served on you. Your response must state why the motion should not be granted. If you do not file a timely response, the relief may be granted without further notice to you. If you oppose the motion and have not reached an agreement, you must attend the hearing. Unless the parties agree otherwise, the court may consider evidence at the hearing and may decide the motion at the hearing. Represented parties should act through their attorney.

There will be a hearing on this motion on _____ at _____ o'clock in courtroom _____.

Please take notice that on the date written below, Michael B. Schmidt, Liquidating Trustee for the above bankruptcy estate, filed his Motion and Notice of Trustee's Intent to Sell Property Free and Clear of Liens, Claims and Interests. Said Motion and Notice is on file with the United States Bankruptcy Clerk, and may be reviewed during regular business hours. By said Motion and Notice, a request is made for the Court to approve Trustee's Motion filed this date. The property is to be sold to Brenta, LLC, for a sales price of \$200,000.00 and is described as: 10.362 ac tract, NE Corner of US Hwy 281 & FM 509, Los Indios, TX 78582, more specifically described in Exhibit A attached to the Contract.

All requests for hearing must be in writing, filed with the Bankruptcy Clerk, 1133 N. Shoreline, 2nd Floor, Corpus Christi, TX 78401 and a copy served on counsel for the Trustee.

Dated: April 23, 2018

By: /s/ MICHAEL B. SCHMIDT
Michael B. Schmidt TBN: 17775200
401 Grant Pl.
Corpus Christi, Texas 78411
361/884-9949 FAX: 361/884-6000

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

IN RE: §
BALLENGER CONSTRUCTION CO. § CASE NO. 12-20645
Debtor §

**ORDER AUTHORIZING SALE FREE AND
CLEAR OF LIENS, CLAIMS AND INTERESTS**

Came on to be heard Michael B. Schmidt, Trustee's Motion and Notice ("Motion") to sell to Brenta, LLC, 902 E. Owassa Road, Edinburg, TX 78542 ("Buyer") all of the Trust's interest in certain Property in Cameron County, Texas, as follows:

10.362 ac tract, NE Corner of US Hwy 281 & FM 509, Los Indios, TX
78582, more specifically described in Exhibit A attached to the Contract.

This sale is AS IS AND WITH ALL FAULTS and shall be free of liens, claims and interests by Trustee. Further the Court finds this sale shall be free and clear of the interests of Frost National Bank as set forth in **Schedule 'C'** attached to this Order. The Court having heard the evidence and argument of counsel is of the opinion that such Motion should be granted, the Court is of the opinion that the relief requested is necessary and proper and is in the best interest of the estate and the creditors.

And, THEREFORE:

IT IS ORDERED that Trustee shall sell to Buyer, all of the Trust's interest in the Property in Cameron County, Texas, for \$200,000.00 The sale shall be made free and clear of any and all liens, claims interest in such interest, but that any liens, claims and interests shall attach to the proceeds received by the Trustee for such sale, to the extent same are valid. This sale is made and accepted AS IS, WHERE IS and WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS OF ANY KIND.

IT IS FURTHER ORDERED that this sale shall be free and clear of any and all liens, claims and interest in such Property, including, but not limited to the lien, claim or interest (if any) of: Frost National Bank, any state or federal taxing district or agency; and any other party of record; that any liens, claims and interests shall attach to the proceeds received by the Trustee for such sale to the extent same are valid.

IT IS FURTHER ORDERED that the Trustee shall pay the filing fee for this Motion of \$176.00.

IT IS FURTHER ORDERED that the Trustee, at his discretion, upon his review and verification of all valid liens is authorized to pay all such liens, specifically including payment to Frost National Bank at closing and funding as directed above, as well as broker fees and other closing costs, including attorney documentation fees, from the proceeds of the sale or have such liens and fees (or any portion thereof) withheld and paid by the title company at closing. The title company closing this sale shall follow and comply with the Trustee's written instructions to them

on the amounts of and to whom distributions of the proceeds of this authorized sale shall be made. The Property is released from all liens, claims and interest (including, but not limited to those set forth on the **Schedule "C"** attached hereto) and attach to the sales proceeds (to the extent they are valid) upon closing and funding of this approved sale. Provided, however, the ad valorem tax liens for the 2018 tax year are hereby expressly retained in the Property until the payment by the Buyer of the 2018 ad valorem taxes. The Trustee is authorized to execute all necessary documents and take all such further action deemed by him necessary to transfer ownership to Buyer of the Property, without further order of this Court. Further, the Contract attached to the Motion and each of its respective terms and conditions are hereby APPROVED and shall become BINDING upon all Parties upon the execution of this order.

IT IS FURTHER ORDERED THAT The Trustee is authorized to take such further and other actions, including the execution of further documents, as may be necessary to transfer to Buyer the Trust's interest in the Property, and to fully accomplish the purposes of this Order.

The Stay provided under FRBP 6004(h) is waived. The Trustee and the estate retain all rights under 506 (c) of the Code.

Dated

David R. Jones
United States Bankruptcy Judge

SCHEDULE C

Commitment No.: 169709132

GF No.: 169709132

Your Policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. UCC Financing Statement filed January 17, 2012, executed by Ballenger Construction Company, a Texas corporation to The Frost National Bank, recorded under Clerk's File No. 2012-00001721, Official Public Records of Cameron County, Texas.

Release or satisfaction of outstanding liens.
6. Regarding Pending Bankruptcy Proceedings on The Estate of BALLENGER CONSTRUCTION COMPANY, Debtor in Case No. 12-20645-Chapter 11, United States Bankruptcy Court for the Southern District of Texas, Corpus Christi Division, company requires the following: REQUIREMENT: Need C/C of signed Motion and Approved Order to Sell subject property under search Free and Clear of all Liens by Michael B. Schmidt, Bankruptcy Trustee for The Estate of BALLENGER CONSTRUCTION COMPANY, Debtor in Case No. 112-20645-Chapter 11, United States Bankruptcy Court for the Southern District of Texas, Corpus Christi Division, under this transaction.
7. IF APPLICABLE, Company requires marital status of proposed purchaser(s), if applicable, for the preparation of documents. Compliance with this requirement is not necessary if a Mortgagee's Policy is not to be issued in connection with this transaction.
8. Company must be furnished a properly executed Affidavit of Debts and Liens executed by the Seller, if a sale or by the Borrower, if a loan only.

Effective Date: February 16, 2016

SCHEDULE C

(Continued)

9. Company must be furnished with a properly executed waiver of inspection, executed by the purchaser. (Owner Policy Only).
10. Except in an exempt transaction, the Company must be furnished with Seller's Social Security Number or Tax Identification Number and all other information necessary to complete IRS Form 1099-S.
11. Company will require that we be furnished with tax certificates from each taxing unit that assesses the land we are being asked to insure showing all taxes paid for the land plus improvements through 2014.
12. In compliance with Procedural Rule P-2.b. involving residential real property in connection with a Mortgagee Policy issued on a loan to renew, extend or satisfy a lien already covered by a Mortgagee Policy, the company hereby notifies borrower of the borrower's right to substitute a qualifying affidavit in lieu of an updated survey.
13. If the area and boundary exception is to be amended to show only "shortages in area", Company must be furnished with a survey showing a plat and containing the correct description of the subject property made by a Licensed Public Surveyor of the State of Texas, acceptable to this Title Company; or a survey affidavit if the prior survey on subject property is less than six (6) months old, either of which must be reviewed and approved by the issuing office prior to closing.
14. Any matters revealed by current, on the ground as-built survey. NOTE: Company reserves the right to revise this Commitment and to make additional requirements upon receipt of a new survey of the Property.
15. Notice to all buyers, sellers, borrowers, lenders and all parties interested in the transaction covered by this commitment: Effective September 26, 1988, the State Board of Insurance has adopted Procedural Rule P-27 (as amended) which requires that "Good Funds" be received and deposited before a Title Agency may disburse from its trust fund account.

"Good Funds" means:

1. Cash or wire transfers; 2. Certified checks, cashier's checks and teller's checks, as further described in definition "g" of this rule; 3. Uncertified funds in amounts less than \$1,500.00 including checks, traveler's checks, money orders, and negotiable orders of withdrawal, provided multiple items shall not be used to avoid the \$1,500.00 limitation; 4. Uncertified funds in the amounts of \$1,500.00 or more, drafts and any other item when collected by the financial institution; 5. State of Texas warrants; 6. United States Treasury checks; 7. Checks drawn on a bank or savings and loan association insured by the FDIC or FSLIC and for which a transaction code has been issued pursuant to, and in compliance with, such bank or savings and loan association; 8. Checks by City and County Governments located in the State of Texas.

16. Beginning January 1, 2004, all deeds, mortgages, and deeds of trust must include the following Notice on the front page of the document: "NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your Social Security Number or your Driver's License."
17. NOTICE: Title Company is unwilling to issue the Title Policy without the mineral exception(s) set out in Schedule B hereof. Optional Endorsements (T19.2 and T19.3) insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase-Neither this Policy, nor the optional endorsements, insure that the purchaser has

Effective Date: February 16, 2016

SCHEDULE C

(Continued)

title to the mineral rights related to the surface estate. The promulgated cost for each endorsement is \$50 on an Owners Title Policy and \$0 charge on a Loan Policy.

18. Any lien or liens created in the instruments of conveyance or any security instruments executed in connection with the transaction to be insured will appear as an exception under Schedule B of the policy to be issued and/or as the lien to be insured under Schedule "A" of the Mortgagee Title Policy to be issued, all of which instruments will be subject to the approval of the company and the wording of the exception in the policy to be issued will be based upon the terms of the instruments.
19. The conveyance by sellers must be by a "GENERAL WARRANTY DEED" unless approved by company in advance.
20. No sales contract was furnished with title order request, therefore, all Terms and Conditions therein must be complied with at Closing. After review, company reserves the right to add additional requirements and/or title exceptions.
21. CLOSING PAPERS, INSTRUCTIONS AND/OR CLOSING PACKAGE MUST BE RECEIVED IN OUR OFFICE 24 HOURS PRIOR TO CLOSING. IF THIS REQUIREMENT IS NOT MET, SAN JACINTO TITLE SERVICES CANNOT GUARANTEE THE DATE AND TIME OF CLOSING.
22. At closing of this transaction, Title Company must be furnished a copy of the buyers' and/or sellers' official photo identification card.
23. The Company may make other requirements or exceptions upon its review of any requested documentation or of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction. Company reserves the right to revise this commitment and/or to make additional requirements or corrections at any time prior to the closing of this transaction. Any defect, lien or other matters that may affect title to the land or interest insured, that arises or is filed after the effective date of this commitment.

NOTE: This file must be updated within 24 hours prior to Closing.

24. Building, Zoning, Platting and Regulatory Ordinances of the County of Cameron, Texas.
25. PRIVACY POLICY: This commitment may contain confidential information and is intended solely for the attention and use of the named insured as contemplated by the terms and provisions of this commitment. You are hereby notified that any disclosure, copying, distributing or taking of action in reliance on the information with third parties is prohibited.

Effective Date: February 16, 2016

SAN JACINTO TITLE SERVICES
QF# 169709132 NW



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY
USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED
©Texas Association of REALTORS®, Inc. 2018

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: **Michael B. Schmidt, Liquidating Trustee**

Address: **401 Grant Place, Corpus Christi, TX 78411**

Phone: **(361)884-9949**

E-mail: **m_schmid@swbell.net**

Fax: **(361)884-6000**

Other:

Buyer: **BRENTA, LLC**

Address: **902 E. Owassa Road, Edinburg, TX 78542**

Phone: **(956)227-4337**

E-mail: **javier@tadcoroofing.com**

Fax:

Other:

2. **PROPERTY:**

- A. "Property" means that real property situated in Cameron County, Texas at 10.362 ac tract, NE Corner of US HWY 281 & FM509, Los Indios, TX 78582 (address) and that is legally described on the attached Exhibit 'A' or as follows:

- B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. **SALES PRICE:**

- A. At or before closing, Buyer will pay the following sales price for the Property:

- (1) Cash portion payable by Buyer at closing \$ 200,000.00
- (2) Sum of all financing described in Paragraph 4 \$
- (3) Sales price (sum of 3A(1) and 3A(2)) \$ 200,000.00

(TAR-1802) 4-1-18

Armando Avalos Realty, Inc. P. O. Box 271029 Corpus Christi, TX 78427
Armando G. Avalos

Initialed for Identification by Seller

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48036 www.zipLogix.com

and Buyer

Phone (361) 884-7220

Fax (361) 883-9949

Page 1 of 14

10.326 ac tract, Los

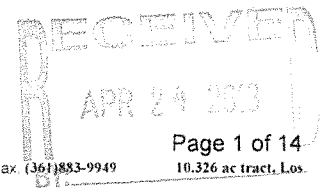


EXHIBIT "1"

Commercial Contract - Unimproved Property concerning 10.362 ac tract, NE Corner of US HWY 281 & FM509, Los Indios, TX 78582

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- ☒ (1) The sales price will not be adjusted based on a survey.
- ☐ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.
- (a) The sales price is calculated on the basis of \$ n/a per:
- ☐ (i) square foot of ☐ total area ☐ net area.
- ☐ (ii) acre of ☐ total area ☐ net area.
- (b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:
- ☐ (i) public roadways;
- ☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
- ☐ (iii) n/a
- (c) If the sales price is adjusted by more than n/a % of the stated sales price, either party may terminate this contract by providing written notice to the other party within n/a days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- ☐ A. Third Party Financing: One or more third party loans in the total amount of \$ n/a. This contract:
- ☒ (1) is not contingent upon Buyer obtaining third party financing.
- ☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).
- ☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ n/a.
- ☐ C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ n/a.

5. EARNEST MONEY:

- A. Not later than 3 days after the effective date, Buyer must deposit \$ 10,000.00 as earnest money with San Jacinto Title Services (title company) at 4250 Five Points Rd. Corpus Christi, TX 78410 (address) Jennifer Slusher (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ n/a with the title company to be made part of the earnest money on or before:
- ☐ (i) n/a days after Buyer's right to terminate under Paragraph 7B expires; or
- ☐ (ii) n/a
- Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

Commercial Contract - Unimproved Property concerning 10.362 ac tract, NE Corner of US HWY 281 & FM509, Los Indios, TX 78582

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
 - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
 - ☒ (a) will not be amended or deleted from the title policy.
 - ☐ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☐ Seller.
- (3) Within n/a days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within n/a days after the effective date:

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer n/a (insert amount) of the cost of the survey at closing, if closing occurs.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☐ Seller ☐ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party n/a (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

- (1) Within (5) days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new

Commercial Contract - Unimproved Property concerning 10.362 ac tract, NE Corner of US HWY 281 & FM509, Los Indios, TX 78582

document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

- A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: None

- B. Feasibility Period: Buyer may terminate this contract for any reason within n/a days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

- ☐ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ n/a that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.
- ☐ (b) Not later than 3 days after the effective date, Buyer must pay Seller \$ n/a as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

- (2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional n/a days by depositing additional earnest money in the amount of \$ n/a with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

10.362 ac tract, NE Corner of US HWY 281 & FM509, Los Indios, TX

Commercial Contract - Unimproved Property concerning 78582

- (2) Buyer must:
- (a) employ only trained and qualified inspectors and assessors;
 - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
 - (c) abide by any reasonable entry rules or requirements of Seller;
 - (d) not interfere with existing operations or occupants of the Property; and
 - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within n/a days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*
- ☐ (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
 - ☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
 - ☐ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
 - ☐ (d) copies property tax statements for the Property for the previous 2 calendar years;
 - ☐ (e) plats of the Property;
 - ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
 - ☐ (g) n/a

- (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*
- ☐ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
 - ☐ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
 - ☐ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

- E. Contracts Affecting Operations:** Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller

Commercial Contract - Unimproved Property concerning 10.362 ac tract, NE Corner of US HWY 281 & FM509, Los Indios, TX 78582

must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within n/a days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: ARMANDO AVALOS REALTY, INC

Cooperating Broker: n/a

Agent: Armando G. Avalos

Agent: n/a

Address: P.O. Box 271029

Address: n/a

Corpus Christi, TX 78427

Phone & Fax: (361)857-2220 (361)883-9949

Phone & Fax: (na

E-mail: agavalos@armandoavalosrealty.com

E-mail: n/a

License No.: 0128102

License No.: n/a

Principal Broker: (Check only one box)

- ☒ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

- ☒ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.


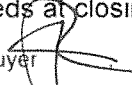
(2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
n/a % of the sales price.
n/a

Cooperating Broker a total cash fee of:
n/a % of the sales price.
n/a

The cash fees will be paid in Nueces County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

(TAR-1802) 4-1-18

Initialed for Identification by Seller  and Buyer 

Page 6 of 14

Commercial Contract - Unimproved Property concerning 10.362 ac tract, NE Corner of US HWY 281 & FM509, Los Indios, TX 78582

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

- C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:
- (1) ☐ n/a days after the expiration of the feasibility period.
 - ☒ June 8, 2018 (specific date).
 - (2) 7 days after objections made under Paragraph 6C have been cured or waived.
- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - (2) an assignment of all leases to or on the Property;
 - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
 - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
 - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

Commercial Contract - Unimproved Property concerning 10.362 ac tract, NE Corner of US HWY 281 & FM509, Los Indios, TX 78582

- 11. POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.
- 12. SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*
See Addendum attached hereto.

13. SALES EXPENSES:

- A. Seller's Expenses: Seller will pay for the following at or before closing:
- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates;
 - (4) preparation of the deed;
 - (5) one-half of any escrow fee;
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
- (1) all loan expenses and fees;
 - (2) preparation of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee;
 - (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

- A. Prorations:
- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
 - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
 - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

Commercial Contract - Unimproved Property concerning 10.362 ac tract, NE Corner of US HWY 281 & FM509, Los Indios, TX
78582

- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)
☒ enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
(1) Seller and the sales price will be reduced by the same amount; or
(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

Commercial Contract - Unimproved Property concerning 10.362 ac tract, NE Corner of US HWY 281 & FM509, Los Indios, TX 78582

- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- ☒ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
- ☐ B. Except as otherwise provided in this contract, Seller is not aware of:
 - (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

Commercial Contract - Unimproved Property concerning **10.362 ac tract, NE Corner of US HWY 281 & FM509, Los Indios, TX 78582**

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
- ☐ (1) Property Description Exhibit identified in Paragraph 2;
 - ☐ (2) Commercial Contract Financing Addendum (TAR-1931);
 - ☐ (3) Commercial Property Condition Statement (TAR-1408);
 - ☐ (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
 - ☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
 - ☐ (6) Addendum for Coastal Area Property (TAR-1915);
 - ☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
 - ☐ (8) Information About Brokerage Services (TAR-2501);
 - ☐ (9) Information About Mineral Clauses in Contract Forms (TAR-2509); and
 - ☒ (10) **Liquidating Trustee Addendum, Special Provisions Addendum**

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

- E. Buyer ☐ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you

Commercial Contract - Unimproved Property concerning 10.362 ac tract, NE Corner of US HWY 281 & FM509, Los Indios, TX 78582

will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TAR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: n/a


26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on n/a, the offer will lapse and become null and void.

Commercial Contract - Unimproved Property concerning 10.362 ac tract, NE Corner of US HWY 281 & FM509, Los Indios, TX
78582

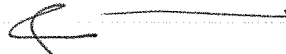
READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Seller: Michael B. Schmidt, Liquidating Trustee

Buyer: BRENTA, LLC

By: 
By (signature): _____
Printed Name: **Michael B. Schmidt**
Title: **Liquidating Trustee**

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: 
By (signature): _____
Printed Name: **Javier Ramos**
Title: **President**

By: _____
By (signature): _____
Printed Name: _____
Title: _____

Commercial Contract -Unimproved Property concerning **10.362 ac tract, NE Corner of US HWY 281 & FM509, Los Indios, TX 78582**

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay n/a (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

☐ \$ n/a, or
☐ % of the sales price, or
☐ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: n/a

Cooperating Broker: n/a

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____

Buyer's attorney: _____

Address: _____

Address: _____

Phone & Fax: _____

Phone & Fax: _____

E-mail: _____

E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

Buyer's attorney requests copies of documents, notices, and other information:

☒ the title company sends to Seller.
☐ Buyer sends to Seller.

☒ the title company sends to Buyer.
☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

✓ A. the contract on this day 4-24-2018 (effective date);
 B. earnest money in the amount of \$ 10,000.00 in the form of check #1078
 on 4-24-2018.

Title company: San Jacinto Title Services

Address: 4250 Five Points Rd.

Corpus Christi, TX 78410

By: Jackie Blaker
 for Jennifer Slusher

Phone & Fax: (361)241-0693

(361)241-0697

Assigned file number (GF#): 169709132

E-mail: JenniferSlusher@sanjacintotitle.com

EXHIBIT 'A'

A 10.362 acre tract of land, more or less, being 2.743 acres out of Block Twenty Eight (28), 5.932 acres out of Block Twenty Seven (27), and 1.688 acres out of a One-Hundred feet wide Railroad Right- of-Way (Abandoned), as shown on the Los Indios Townsite, Cameron County, Texas, as recorded in Volume 2, Page 33, Map Records of Cameron County, Texas; and 2.743 acres of land out of Block Twenty-Eight (28), and 5.932 acres of land out of Block Twenty-Seven (27), LOS INDIOS AND IRRIGATED CO., SUBDIVISION, as recorded in Volume 2, Page 43, Map Records of Cameron County, Texas; said 10.362 acre tract of land being more particularly described as follows:

COMMENCING at a 1/2 inch steel rod set on the North right of way line of Highway 281 (Military Highway) (100.00 Ft. R.O.W.) for the Southwest corner and POINT OF BEGINNING of the tract of land herein described, said corner being South 89 degrees 41 minutes 00 seconds West, a distance of 280.93 feet, and South 00 degrees 07 minutes 47 seconds East, a distance 100.00 feet from the Southeast corner of said Block 28, said corner also being on the South line of said one hundred foot wide abandoned railroad right of way;

THENCE, North 00 degrees 07 minutes 47 seconds West, at a distance of 100.00 feet passing the North line of said abandoned railroad, and South line of said Block 28 a total distance of 586.98 feet to a 1/2 inch steel rod set for the Northwest corner of this tract;

THENCE North 89 degrees 41 minutes 00 seconds East, parallel to the South line of said Block 28, at a distance of 209.82 feet passing the East line of said Block 28, and the West line of said Block 27, a total distance of 775.15 feet to a 1/2 inch steel rod set for the Northeast corner of this tract, said corner being on the West right of way line of F.M. 509 (400.00 Ft. R.O.W.);

THENCE, South 00 degrees 19 minutes 00 seconds East, with the West right of way line of said F.M. 509 at a distance of 486.9.8 feet passing the South line of said Block 27, and the North right of way line of said abandoned railroad, a total distance of 495.57 feet to a 1/2 inch steel rod found for a corner of this tract;

THENCE, South 44 degrees 41 minutes 00 seconds West, with the West right of way line of said F.M. 509, a distance of 129.28 feet to a 1/2 inch steel rod set for the Southeast corner of this tract, said corner being on the North right of way line of said Highway 281, and on the South line of said abandoned railroad;

THENCE, South 89 degrees 41 minutes 01 seconds West, with the contiguous North right of way line of said Highway 281, and the South right of way line of said abandoned railroad, a distance of 685.65 feet to the POINT OF BEGINNING and containing 10.362 acres of land, more or less.

Initialed for identification by Buyer's Initials

Seller's Initials



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT SPECIAL PROVISIONS ADDENDUM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc. 2018

**ADDENDUM TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING
 THE PROPERTY AT:**

10.362 ac tract NE Corner 281 & 509, Los Indios, TX 78582

The following special provisions apply and will control in the event of a conflict with the other provisions of the contract:

- a.) a.) Michael B. Schmidt is the duly appointed Liquidating Trustee for the Bankruptcy Case No. 12-20645, BALLENGER CONSTRUCTION COMPANY, Debtor; IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS;
- b.) Notwithstanding Paragraph 7. PROPERTY CONDITION, the Buyer accepts the property in "as is, where is condition with all faults and specifically and expressly without warranties, representations or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of the seller or seller's agent". See Liquidating's Addendum attached hereto. In the event of a conflict between the terms and provisions of the printed portions of this earnest money contract and the Liquidating's Addendum attached hereto, the terms and provisions of the Liquidating's Addendum shall govern, control and prevail;
- c.) A Bankruptcy Court Order approving the sale, free and clear of liens, claims and interests shall cure all objections Buyer(s) may have to any defect or encumbrance to title;
- d.) Notwithstanding Paragraph 15. DEFAULT, Any dispute related to this contract from a party seeking relief from a court of competent jurisdiction shall seek such relief from the Bankruptcy Court for the Southern District of Texas - Corpus Christi.

Seller: **MICHAEL B. SCHMIDT,**
 Liquidating TRUSTEE

Buyer: **BRENTA, LLC**

By: _____

By (signature): _____
 Printed Name: **Michael B. Schmidt**
 Title: **Liquidating Trustee**

By: _____

By (signature): _____
 Printed Name: **Javier Ramos**
 Title: **President**

By: _____

By (signature): _____
 Printed Name: _____
 Title: _____

By: _____

By (signature): _____
 Printed Name: _____
 Title: _____



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL PROPERTY CONDITION STATEMENT

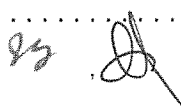
USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc. 2018

10.362 ac tract, NE Corner of US HWY 281 & FM509, Los Indios, TX
 CONCERNING THE PROPERTY AT: **78582**

THIS IS A DISCLOSURE OF THE SELLER'S OR LANDLORD'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED. IT IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES A BUYER OR TENANT MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, LANDLORD, LANDLORD'S AGENTS OR ANY OTHER AGENT.

PART I - Complete if Property is Improved or Unimproved

Are you (Seller or Landlord) aware of:	<u>Aware</u>	<u>Not Aware</u>
(1) any of the following environmental conditions on or affecting the Property:		
(a) radon gas?	[]	[]
(b) asbestos components:		
(i) friable components?	[]	[]
(ii) non-friable components?	[]	[]
(c) urea-formaldehyde insulation?	[]	[]
(d) endangered species or their habitat?	[]	[]
(e) wetlands?	[]	[]
(f) underground storage tanks?	[]	[]
(g) leaks in any storage tanks (underground or above-ground)?	[]	[]
(h) lead-based paint?	[]	[]
(i) hazardous materials or toxic waste?	[]	[]
(j) open or closed landfills on or under the surface of the Property?	[]	[]
(k) external conditions materially and adversely affecting the Property such as nearby landfills, smelting plants, burners, storage facilities of toxic or hazardous materials, refiners, utility transmission lines, mills, feed lots, and the like?	[]	[]
(l) any activity relating to drilling or excavation sites for oil, gas, or other minerals?	[]	[]
(2) previous environmental contamination that was on or that materially and adversely affected the Property, including but not limited to previous environmental conditions listed in Paragraph 1(a)-(l)?	[]	[]
(3) any part of the Property lying in a special flood hazard area (A or V Zone)?	[]	[]
(4) any improper drainage onto or away from the Property?	[]	[]
(5) any fault line at or near the Property that materially and adversely affects the Property?	[]	[]
(6) air space restrictions or easements on or affecting the Property?	[]	[]
(7) unrecorded or unplatted agreements for easements, utilities, or access on or to the Property?	[]	[]

(TAR-1408) 4-1-18 Initialed by Seller or Landlord:  and Buyer or Tenant: _____

Page 1 of 4

Commercial Property Condition Statement concerning **10.362 ac tract, NE Corner of US HWY 281 & FM509, Los Indios, TX 78582**

	Aware	Not Aware
--	-------	--------------

- | | | |
|---|--------------------------|--------------------------|
| (8) special districts in which the Property lies (for example, historical districts, development districts, extraterritorial jurisdictions, or others)? | [] | [] |
| (9) pending changes in zoning, restrictions, or in physical use of the Property?
The current zoning of the Property is: | [] | [] |
| (10) your receipt of any notice concerning any likely condemnation, planned streets, highways, railroads, or developments that would materially and adversely affect the Property (including access or visibility)? | [] | [] |
| (11) lawsuits affecting title to or use or enjoyment of the Property? | [] | [] |
| (12) your receipt of any written notices of violations of zoning, deed restrictions, or government regulations from EPA, OSHA, TCEQ, or other government agencies? | [] | [] |
| (13) common areas or facilities affiliated with the Property co-owned with others? | [] | [] |
| (14) an owners' or tenants' association or maintenance fee or assessment affecting the Property?
If aware, name of association:
Name of manager:
Amount of fee or assessment: \$ _____ per
Are fees current through the date of this notice? [] yes [] no [] unknown | [] | [] |
| (15) subsurface structures, hydraulic lifts, or pits on the Property? | [] | [] |
| (16) intermittent or weather springs that affect the Property? | [] | [] |
| (17) any material defect in any irrigation system, fences, or signs on the Property? | [] | [] |
| (18) conditions on or affecting the Property that materially affect the health or safety of an ordinary individual? | [] | [] |
| (19) any of the following rights vested in others:
(a) outstanding mineral rights?
(b) timber rights?
(c) water rights?
(d) other rights? | []
[]
[]
[] | []
[]
[]
[] |
| (20) any personal property or equipment or similar items subject to financing, liens, or lease(s)?
If aware, list items: | [] | [] |

If you are aware of any of the conditions listed above, explain. (Attach additional information if needed.)

(TAR-1408) 4-1-18

Initialed by Seller or Landlord: and Buyer or Tenant: 

Page 2 of 4

Commercial Property Condition Statement concerning 10.326 ac tract, NE Corner of US HWY 281 & FM509, Los Indios, TX 78582

PART 2 - Complete only if Property is Improved

A. Are you (Seller or Landlord) aware of any material defects in any of the following on the Property?

	<u>Aware</u>	<u>Not Aware</u>	<u>Not Appl.</u>
(1) <u>Structural Items:</u>			
(a) foundation systems (slabs, columns, trusses, bracing, crawl spaces, piers, beams, footings, retaining walls, basement, grading)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) exterior walls?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) fireplaces and chimneys?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) roof, roof structure, or attic (covering, flashing, skylights, insulation, roof penetrations, ventilation, gutters and downspouts, decking)? . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) windows, doors, plate glass, or canopies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <u>Plumbing Systems:</u>			
(a) water heaters or water softeners?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) supply or drain lines?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) faucets, fixtures, or commodes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) private sewage systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) pools or spas and equipments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) sprinkler systems (fire, landscape)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) water coolers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) private water wells?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) pumps or sump pumps?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <u>HVAC Systems:</u> any cooling, heating, or ventilation systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <u>Electrical Systems:</u> service drops, wiring, connections, conductors, plugs, grounds, power, polarity, switches, light fixtures, or junction boxes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) <u>Other Systems or Items:</u>			
(a) security or fire detection systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) porches or decks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) gas lines?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) garage doors and door operators?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) loading doors or docks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) rails or overhead cranes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) elevators or escalators?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) parking areas, drives, steps, walkways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) appliances or built-in kitchen equipment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If you are aware of material defects in any of the items listed under Paragraph A, explain. (Attach additional information if needed.)

Commercial Property Condition Statement concerning **10.362 ac tract, NE Corner of US HWY 281 & FM509, Los Indios, TX 78582**

B. Are you (Seller or Landlord) aware of:	<u>Aware</u>	<u>Not Aware</u>
(1) any of the following water or drainage conditions materially and adversely affecting the Property:		
(a) ground water?	[]	[]
(b) water penetration?	[]	[]
(c) previous flooding or water drainage?	[]	[]
(d) soil erosion or water ponding?	[]	[]
(2) previous structural repair to the foundation systems on the Property?	[]	[]
(3) settling or soil movement materially and adversely affecting the Property?	[]	[]
(4) pest infestation from rodents, insects, or other organisms on the Property?	[]	[]
(5) termite or wood rot damage on the Property needing repair?	[]	[]
(6) mold to the extent that it materially and adversely affects the Property?	[]	[]
(7) mold remediation certificate issued for the Property in the previous 5 years?	[]	[]
<i>if yes, attach a copy of the mold remediation certificate.</i>		
(8) previous termite treatment on the Property?	[]	[]
(9) previous fires that materially affected the Property?	[]	[]
(10) modifications made to the Property without necessary permits or not in compliance with building codes in effect at the time?	[]	[]
(11) any part, system, or component in or on the Property not in compliance with the Americans with Disabilities Act or the Texas Architectural Barrier Statute?	[]	[]


If you are aware of any conditions described under Paragraph B, explain. *(Attach additional information, if needed.)*

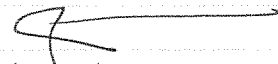
The undersigned acknowledges receipt of the foregoing statement.

Seller or Landlord: Michael B. Schmidt,

Buyer or Tenant: BRENTA, LLC

Liquidating Trustee

By: 
 By (signature):
 Printed Name: Michael B. Schmidt
 Title: Liquidating Trustee

By: 
 By (signature):
 Printed Name: Javier Ramos
 Title: President

By:
 By (signature):
 Printed Name:
 Title:

By:
 By (signature):
 Printed Name:
 Title:



NOTICE TO BUYER OR TENANT: The broker representing Seller or Landlord, and the broker representing you advise you that this statement was completed by Seller or Landlord, as of the date signed. The brokers have relied on this statement as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

TRUSTEE'S ADDENDUM

This is an addendum to the Purchase Agreement ("Contract") attached hereto from Michael B. Schmidt, Liquidating Trustee, Seller;

1. Buyer(s) acknowledges and agrees that Seller holds title to the Property through appointment by the Bankruptcy Court and therefore, Seller sells all that right, title and interest held by the Bankruptcy Estate. Seller has little, if any, knowledge of the physical or economic characteristics of the property. Furthermore, this sale is contingent on Court approval and Buyer(s) acknowledges title to be conveyed by "Special Warranty Deed". Accordingly, except as expressly stated in this Agreement and the warranties of the Deed, Buyer(s) acknowledges and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character, whether expressed or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the value, nature, quality, quantity, or condition of the Property, including, the water, soil and geology; (b) the income to be derived from the Property; (c) the suitability of the Property for any and all activities and uses which Buyer(s) may conduct thereon; (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations or any applicable governmental authority or body; (e) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; (f) the manner or quality of the construction or materials, if any, incorporated into the Property; (g) the manner, quality, state of repair or lack of repair of the Property; or (h) any other matter with respect to the Property.

Additionally, except as expressly stated in this Agreement, Seller has not made, does not make and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261., or the disposal or existence, in or on the Property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder; the Resource Conservation and Recovery Act of 1976, as amended, the Texas Water Code, the Texas Solid Waste Disposal Act and the regulations adopted thereunder and/or any other applicable governmental law or authority, or the presence, handling, release, transportation or disposal of any hazardous materials or any other hazardous or toxic substances on, under, around or above the Property, or the Property's compliance or noncompliance with any federal, state or local law, ordinance or regulation relating to the environmental condition of the Property, including, but not limited to, the Endangered Species Act, 16 U.S.C. Section 15341, et seq, and the Clean Water Act, 33 U.S.C. Section 12541, et seq.


Initialed for identification by Buyer's Initials  Seller's Initials 

Buyer(s) further acknowledges and agrees that having been given the opportunity to inspect the Property, other than the warranties, representations or covenants (if any) in this Agreement and the title warranties in the Deed, Buyer(s) is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller.

2. Buyer(s) further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Except as stated herein, Seller is not liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. Buyer further acknowledges and agrees that the maximum extent permitted by law, the sale of the Property as provided for extent herein is made on an "AS IS, WHERE IS" and "WITH ALL FAULTS" basis, and Buyer(s) expressly acknowledges that, in consideration of the agreements of Seller, except as stated herein, Seller makes no warranty or representation, expressed or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (other than the Special Warranty of Title with respect to the land and the improvements), habitability, merchantability or fitness for a particular purpose with respect to the Property or any portion thereof. It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the Property being sold by Seller and purchased by Buyer(s) subject to the foregoing. The provisions of this section will survive closing.

BUYER:
BRENTA, LLC

SELLER:
Liquidating Trustee



Javier Ramos, President



Michael B. Schmidt

Date: _____

4/23/18

Date: _____

4-23-18

