

1. This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. §§1334 and 157. Consideration of the Emergency Motion constitutes a core proceeding as defined in 28 U.S.C. §157(b)(2)(A), (K), (M) and (O).
2. The Debtor commenced this proceeding on October 2, 2017 by filing a voluntary petition under Chapter 11 of the United States Bankruptcy Code. Since the filing of the petition, the Debtor has remained in possession of its assets and continued in operation of its business as a debtor-in-possession pursuant to 11 U.S.C. §§1107 and 1108.
3. The Debtor is the owner of one piece of real property, a commercial building in Dallas, Texas.
4. The Debtor has received a offer to purchase the property for \$1,780,000. A true and correct copy of the Contract is attached hereto as Exhibit A.
5. The Debtor would show that Veritex Bank (“Veritex”) holds a lien against the Property.
6. Debtor believes the Veritex debt is approximately \$1,200,000.
7. The Debtor had previously filed a Chapter 11 bankruptcy and obtained confirmation of its Plan. The Plan provided the Debtor would sell the Property by September 3, 2017.
8. Unfortunately, that sell fell through. However, the debtor has obtained the contract attached hereto and has ever reason to believe this sale will close.
9. Debtors would request that the Court allow the Debtor to sell the Property free and clear of all liens claims and encumbrances and that the net sales proceeds be

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (this "Contract") is by and between **DEL LAGO VENTURES, INC.**, a Georgia corporation, ("Purchaser") and **GROUP 701, LLC**, a Texas limited liability company ("Seller").

In consideration of the mutual covenants herein contained, for Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller hereby agree as follows:

- 1. CONTRACT PROPERTY.** Purchaser shall buy and Seller shall sell, for the consideration and upon the terms set forth herein, the real property located in the State of Texas, County of Dallas, and further described in Exhibit A attached hereto, together with all improvements and fixtures now located thereon, and all appurtenances, rights, privileges and easements benefiting or pertaining thereto (collectively, the "Contract Property"). The legal description to be used in the deed conveying the Contract Property and all related easements including, but not limited to, any easements contained in any riders attached hereto, shall be taken from the survey described in Paragraph 5 below. Seller shall also convey to Purchaser all of Seller's right, title and interest in and to any existing or proposed streets, roadways, alleys, sidewalks and/or rights-of-way adjacent to the Contract Property.
- 2. PURCHASE PRICE.** The purchase price for the Contract Property shall be One Million Seven Hundred Eighty Thousand and no/100ths Dollars (\$1,780,000.00) (the "Purchase Price").
- 3. EARNEST MONEY.** Within ten (10) business days after the Contract Date, Purchaser will deliver to the Title Company (defined below) Twenty Thousand and no/100ths Dollars (\$20,000.00) as earnest money (the "Earnest Money"). The Earnest Money shall, at the sole option of Purchaser, either be: (a) applied, at Closing (defined below), to the Purchase Price, or (b) refunded to Purchaser at Closing, in which case, Purchaser shall pay the entire Purchase Price (subject to adjustment as set forth herein) at Closing. Any interest earned on the investment of the Earnest Money by the Title Company shall be paid to Purchaser. If the sale of the Contract Property is not consummated due to no default of Purchaser, the Earnest Money shall be returned to Purchaser upon request less One and no/100ths Dollar (\$1.00) which shall be paid to Seller as present, good and valuable consideration for the rights granted Purchaser pursuant to Paragraph 4. If the Earnest Money is not returned within ten (10) days of such request, Purchaser shall be entitled to the Earnest Money plus interest at the judgment rate from the date on which Purchaser requested return of the Earnest Money together with any attorneys' fees and other costs associated with collection. In the event the sale of the Contract Property is not consummated in accordance with the terms and conditions of this Contract due to Purchaser's default, Seller shall be entitled to retain the Earnest Money as full liquidated damages for such default and Purchaser shall be relieved from all further liability and obligations hereunder.
- 4. ENTRY.** Seller hereby grants to Purchaser, its employees and contractors, the right to enter upon the Contract Property from time to time until Closing for the purpose of making such surveys, examinations and tests (collectively, the "Tests"), including percolation tests and borings, as Purchaser may determine to be necessary or desirable to investigate the suitability of the Contract Property. If the results of any Tests are unacceptable to Purchaser or if Purchaser, in Purchaser's sole opinion, determines that the Contract Property is unsuitable, Purchaser may terminate this Contract and receive a refund of the Earnest Money. In the event of such termination, Purchaser, upon receipt of the Earnest Money and Seller's written request, shall deliver to Seller all written reports, commitments, notes and drawings, if any, received by Purchaser from the Title Company and surveyor. Seller hereby acknowledges that Purchaser's obligation to deliver such items is good and adequate consideration for Purchaser's right to terminate this Contract under the provisions of this Paragraph 4.
- 5. TITLE AND SURVEY.** Purchaser shall have one hundred twenty (120) days from the Contract Date ("Feasibility Period") to obtain a title insurance commitment issued by a title insurance company acceptable to Purchaser ("Title Company") in which the Title Company commits that, upon delivery and recording of the deed and other instruments provided for herein, the Title Company will issue, at the Title Company's usual rates, its policy of owner's title insurance insuring Purchaser in the total amount of the Purchase Price against loss on account of any defect or encumbrance in the title to the Contract Property and related easements, if any. Purchaser shall obtain within the Feasibility Period a current, accurate ALTA, certified survey and inspection report prepared by a surveyor in a form acceptable to Purchaser and the Title Company, containing boundary, topographical and other information required by Purchaser. Purchaser shall pay all costs of title insurance and survey. Notwithstanding any other provisions herein, if Purchaser has objections to the title or survey of or affecting the Contract Property, a written statement of such objections shall be furnished to Seller before the expiration of the Feasibility Period, in which event Seller shall have fifteen (15) days after receipt of said statement to satisfy all objections and, if Seller fails to satisfy such objections within that time, then Purchaser may: (1) cancel this Contract, and Seller shall return or cause to be returned the Earnest Money to Purchaser, or (2) waive any objection, or

(3) take such steps as Purchaser shall deem proper to remove such objections, deducting the cost thereof (not to exceed a cumulative total of \$10,000) from the Purchase Price, or (4) extend the time for Closing with such extension not to exceed thirty (30) days to allow Seller or Purchaser additional time to remove such objections (it being understood that the thirty day extension may only occur for the following (a) monetary liens, (b) any items recorded after the Contract Date or (c) items that Seller agrees to cure during the Feasibility Period but fails to do so), or (5) elect any combination of (1)-(4). Without limiting the foregoing, Purchaser may and is hereby authorized by Seller to pay and discharge from the proceeds due to Seller at Closing any lien or any security deed, deed of trust or mortgage affecting the Contract Property which may be discharged by the payment of money; provided, however, that the total amount authorized by Seller pursuant hereto shall in no event exceed the Purchase Price. Purchaser reserves the right to furnish Seller a statement of additional objections to title and/or survey with respect to items which appear on any subsequent or updated title commitment or survey, in which event such objections will be handled in the same manner as stated above.

6. **CLOSING.** Unless otherwise specified, the closing of the sale of the Contract Property (the "Closing") shall be held at a mutually agreeable site at the time set forth in Paragraph 7C. The following shall occur at Closing: (1) the Purchase Price (subject to adjustment as set forth herein) shall be paid to Seller by wire transfer other certified funds, (2) Seller shall execute and deliver to Purchaser a General Warranty Deed, satisfactory in form and substance to Purchaser, conveying good and marketable fee simple title to the Contract Property, free and clear of all liens, encumbrances, easements and restrictions of every nature and description, (3) any and all easements and other rights benefiting or to benefit the Contract Property shall be assigned to Purchaser by appropriate transferable and recordable instrument satisfactory in form and substance to Purchaser, (4) Seller shall pay for all documentary stamps on the deed, and shall pay all transfer and conveyance taxes and fees, (5) Seller shall execute and deliver with the deed such other instruments as may be required by the Title Company to issue its policy of title insurance and any and all other documents deemed reasonably necessary by Purchaser to consummate the transactions contemplated herein including, but not limited to, an owner's affidavit made for the benefit of the Title Company and Purchaser, (6) The Title Company shall deliver its policy of Title Insurance, and (7) Purchaser shall obtain possession of the Contract Property unoccupied and free of any lease or other right of possession or claim by any party other than Purchaser.

7. **CONDITIONS OF PURCHASER'S OBLIGATIONS.** Purchaser's obligation to purchase the Contract Property shall be subject to the satisfaction and performance of the following terms and conditions prior to or as of the Closing, any one or more of which may be waived by Purchaser in writing, whether in whole or in part.

A. Seller shall have satisfied and performed all covenants and agreements of Seller set forth in this Contract, and all of Seller's warranties shall be true and correct as of Closing.

B. All events to occur at Closing have occurred.

C. During the Feasibility Period Purchaser shall have obtained the final unconditional granting of all governmental permits, licenses, variances and approvals which, in the sole judgment of Purchaser, are necessary to permit the construction (including approaches and curb cuts) and operation of a store of Purchaser's most favored design selling Purchaser's most favored products on the Contract Property (collectively, the "Permits"). A Permit shall not be considered final until the expiration of all appeal periods and the satisfactory resolution of all appeals, if any. Purchaser, as Seller's agent, is authorized to execute any applications or other documents required to obtain the Permits. The Closing of the sale of the Contract Property shall be held at a mutually agreeable site within ten (10) business days following the earlier of: (i) the expiration of the Feasibility Period, or (ii) delivery of written notice from Purchaser to Seller that Purchaser is prepared to close.

8. **COVENANTS AND WARRANTIES OF SELLER.** Seller hereby covenants and warrants as follows:

A. Seller has good and marketable title to the Contract Property in fee simple, free and clear of all liens, encumbrances and other exceptions to title, and has the lawful right, power and authority to sell same in accordance with the terms and conditions hereof.

B. No portion of the Contract Property is subject to any (1) use or occupancy restrictions, except those imposed by applicable zoning laws and regulations; (2) special taxes or assessments, except those generally applicable to other properties in the taxing district in which the Contract Property is located; or (3) liens, easements, charges, leases, covenants, encumbrances, unrecorded agreements, tenancies, reservations, conditions, encroachments, or other restrictions or exceptions to title, whether existing of record or arising by contract, use or operation of law.

C. Sewer, water and electrical service are available at the property line of the Contract Property. If sewer, water or electrical service are not available at such property line, Seller will bring said service to the property line thirty (30) days prior to Closing or Purchaser, as Seller's agent, may elect to bring said service to the property line of the Contract Property before or after Closing, in which event the estimated cost of such will be deducted from the amount due Seller at Closing and placed in escrow to be disbursed to Purchaser at the time the actual cost is known. At such time, any excess funds held in escrow shall be returned to Seller, and any shortage of funds shall be paid by Seller to Purchaser.

D. Seller will execute, or will cause Seller's affiliates to execute, at or prior to Closing, any easements which, in the sole judgment of Purchaser, are necessary to enable Purchaser to construct and operate a store of Purchaser's

most favored design on the Contract Property, including but not limited to sewage, water, electrical, access, slope, water retention and drainage easements.

E. The Contract Property contains no contaminants, batteries, tires, pollutants, petroleum products, or other hazardous substances. If any underground storage tanks, lines or piping are located on the Contract Property, Seller will remove such underground storage tanks, lines or piping within thirty (30) days after Purchaser's request for such removal, which request may be made before or after Closing.

G. Unless required otherwise by this Contract, the Contract Property will be in the same condition at Closing as it is on the date this Contract is signed by Purchaser. Purchaser acknowledges that Seller may change the interior of the building (i.e. removing non-loadbearing walls) on the Contract Property during the Feasibility Period, however, these changes shall not disrupt or prevent Purchaser from performing any Tests that Purchaser requires during the Feasibility Period, and all such work shall be done in a good, workmanlike and lien-free manner. Seller shall not place any mortgage, lien, easement or restrictive covenant on the Contract Property or take any other action with respect to the Contract Property without Purchaser's prior written consent.

H. Seller will execute, or will cause Seller's affiliates to execute, at or prior to Closing, a restriction in recordable form which will run with the land prohibiting: (1) the erection of any sign or structure on any land owned or controlled, now or at Closing, by Seller or Seller's affiliates within two hundred (200) feet of any boundary of the Contract Property, but only to a depth of one hundred (100) feet from the right-of-way of any road, alley, or street, and (2) a retail outlet for motor fuels or a convenience store (or the advertising thereof) on all or any portion of land owned or controlled, now or at Closing, by Seller or Seller's affiliates within one (1) mile of any boundary of the Contract Property. Should Seller or any of Seller's affiliates sell or lease, prior to Closing, all or any part of such restricted property, such sale or lease shall be subject to Purchaser's rights under this Contract and Seller shall ensure that any lease or instrument of conveyance of such property shall specifically so state. At least thirty (30) days prior to Closing, Seller shall provide Purchaser with a legal description of all property owned by Seller or any of Seller's affiliates within one (1) mile of any boundary of the Contract Property. If Seller or Seller's affiliates do not own any property within one (1) mile of the Contract Property, then Seller will certify such fact at Closing in the aforementioned recordable document. The term "retail outlet for motor fuels" shall include by way of illustration, but not by way of limitation, a mobile dispensary or delivery service, even if only temporarily located at the property restricted thereby.

9. **RIDERS.** The following Riders are attached and made a part hereof: Rider No. 1.

10. **PRORATION OF STATE AND COUNTY AD VALOREM TAXES.** All city, state, and county ad valorem taxes on the Contract Property for the calendar year in which the Closing occurs shall be prorated between Seller and Purchaser as of the date of Closing. Seller shall pay all delinquent taxes, including penalties and interest, to the date of Closing. Seller shall be responsible for any "rollback" or other taxes assessed against the Contract Property related to any period prior to Closing and arising out of any change in the use of the Contract Property by Purchaser, regardless of when such assessment is made or whether such taxes become due prior to or after Closing. An estimated amount of such taxes shall be deducted from the amount due Seller at Closing and placed in escrow to be disbursed by Purchaser when the amount of such taxes becomes known. At such time, any excess funds held in escrow shall be returned to Seller and any shortage of funds shall be paid by Seller to Purchaser.

11. **NOTICES.** All notices or requests required or authorized hereunder shall be in writing and shall be deemed effective when delivered in person, when sent by U.S. Postal Service, postage prepaid, as overnight mail or certified mail, return receipt requested, or when delivered to a nationally recognized delivery service for same-day or overnight delivery, or when transmitted by facsimile (with proof of confirmed transmission) to the respective parties hereto as follows:

To Purchaser: Del Lago Ventures, Inc.
200 Galleria Parkway S.E., Suite 900
Atlanta, Georgia 30339
Attention: Corporate Counsel – Real Estate (PW)
Fax No. 770-955-0985

To Seller: Group 701, LLC
7300 Ambassador Row
Dallas, Texas 75247
Attention: Mahmoud Shahsiah
Tel: 214-213-2311

To Broker: Re/Max Advantage
1990 Justin Road
Highland Village, Texas 75067
Attention: Lee Holtzman

Tel: (214) 232-3278

or to such other address as either party shall from time to time designate to the other party by written notice.

12. **MISCELLANEOUS.**

Time is of the essence of this Contract.

The provisions of this Contract shall survive the Closing and delivery of the deed.

This Contract, including the attached Riders as provided in Paragraph 9, if any, supersedes all prior discussions and agreements between the parties with respect to the sale and purchase of the Contract Property and all other matters in this Contract.

Upon acceptance of this Contract, Purchaser shall have the right, at Purchaser's expense, to erect a sign on the Contract Property announcing that a store will be coming to the Contract Property.

Purchaser shall have the right, but not the obligation, to construct, pave and maintain all or any portion of any proposed or dedicated roads adjacent to the Contract Property.

Purchaser shall have the right, at Purchaser's expense, from time to time after closing to remove any trees on Seller's remaining property within one hundred (100) feet of any public or private right-of-way.

If either party files suit against the other party to enforce its rights under this Contract, the Purchaser shall be entitled to Purchaser's costs and attorney's fees if Purchaser is successful in obtaining any such judgment or in defending such suit.

This Contract shall inure to the benefit of and bind the parties hereto, their respective heirs, executors, administrators, personal and/or legal representatives, successors and assigns. Seller and Purchaser acknowledge that it is impossible to measure the damages which would accrue to Purchaser by reason of Seller's default hereunder. Accordingly, Purchaser may enforce this Contract and Seller's obligations hereunder in an action seeking specific performance.

For purposes of this Contract, the term "Seller's affiliates" shall mean any entity which in whole or in part owns or controls Seller, is owned or controlled by Seller, or is owned or controlled by any of Seller's shareholders, partners or principals.

This Contract may be assigned by Purchaser to any entity which in whole or in part owns or controls Purchaser, or is owned or controlled by Purchaser, or which is owned or controlled by any of Purchaser's shareholders, partners or principals.

If Purchaser desires to purchase the Contract Property under applicable tax-deferred exchange laws, Seller agrees to cooperate with Purchaser to consummate the transaction contemplated herein as a tax-deferred exchange.

The headings of sections have been inserted for convenience only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

If two or more persons constitute the Seller, the word "Seller" shall be construed as if it reads "Sellers" throughout this Contract.

This Contract may be executed in multiple counterparts, each of which shall be considered to be an original document.

No delay or failure by Purchaser, whether in whole or in part, in the exercise of any right hereunder shall operate as waiver thereof.

If the date of Closing or any other date under this Contract falls on a Saturday, Sunday or holiday, then such date shall be on the first business day following such holiday or weekend date.

This Contract constitutes the entire agreement and understanding of the parties and the parties expressly agree to be bound hereby. This Contract may be modified in writing only (including a letter agreement without notary or witness) signed and dated by each of the parties hereto. All parties acknowledge that they have carefully reviewed and negotiated the terms of this Contract and that the terms hereof shall not be construed against the drafting party.

Each party agrees that (a) it has participated substantially in the negotiation and drafting of this Contract and is thoroughly aware of all of the terms of this Contract and the intent of same, and (b) all presumptions and/or burdens of proof concerning any interpretation of this Contract shall not be affected by any statutory or judicial principles casting such presumptions against and/or burdens of proof on a party responsible for the drafting and/or written form of an agreement or contract.

Seller and Purchaser agree that, if Closing does not occur by reason of Purchaser's default, it would be impractical and difficult to estimate the damages which Seller may suffer. Therefore, Seller and Purchaser hereby agree that the reasonable estimate of the total net detriment that Seller would suffer in the event that Purchaser defaults hereunder is and shall be, and Seller's sole remedy (whether at law or in equity) shall be, the right to receive from the Title Company and retain the full amount of the Earnest Money. The payment and performance of the above as liquidated damages is not intended as a forfeiture or penalty within the meaning of applicable law and is intended to settle all issues and questions about the amount of damages suffered by Seller in the applicable event. Notwithstanding the foregoing, upon the occurrence of an event of default other than the failure of Purchaser to close in a timely basis in accordance with this Contract, Seller will provide Purchaser with notice specifying the default and Purchaser shall have five (5) business Days from its receipt of such notice to cure such default.

Seller shall cooperate with Purchaser with respect to Purchaser's efforts to obtain all necessary permits and approvals from applicable authorities (collectively the "Authorities") in connection with Purchaser's intended development of the Contract Property. In connection therewith, Seller shall execute, with this Contract, a form authorization letter ("Letter") and hereby authorizes Purchaser to present the Letter (or copies thereof) to the applicable Authorities. Without limiting the foregoing, Seller agrees to execute such additional letters, authorizations and/or applications required by the Authorities. Seller shall execute such additional items within five (5) business days after Purchaser's request. In the event Seller fails to timely execute such items the Feasibility Period shall toll, commencing on the expiration of the five (5) business day period, until such time as Purchaser receives such executed items.

13. **ACCEPTANCE**. This instrument shall be regarded as an offer by the Purchaser to the Seller which may be accepted by Seller until 5:00 p.m. EST on August 31st, 2017. Acceptance of this Contract shall be effective on the date that one (1) original of this Contract, duly executed by Seller, has been actually received in the office of the Purchaser (the "Contract Date").

Signed, sealed and delivered as to Purchaser, in the presence of:

William G. Martin
Witness

Printed Name: William G. Martin

John Schaefer
Witness

Printed Name: John Schaefer

PURCHASER:

DEL LAGO VENTURES, INC., a Georgia corporation

By: [Signature]
Name: BILL MILAM
Title: PRESIDENT

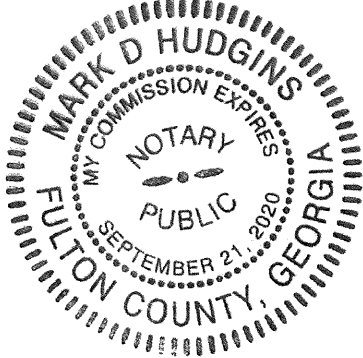
Executed this 6th day of SEPTEMBER, 2017.

STATE OF GEORGIA

COUNTY OF COBB

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bill Milam, as PRESIDENT of DEL LAGO VENTURES, INC., a Georgia corporation, whose name is signed to the foregoing instrument, and who is personally known to me, acknowledged before me on this date, that being informed of the contents of the foregoing instrument (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 6th day of SEPTEMBER, 2017.



[Signature]
Notary Public
My Commission Expires: 9/21/20

[NOTARIAL SEAL]

[signatures continue on following page]

Signed, sealed and delivered as to Purchaser, in the presence of:

James J Fuller
Witness
Printed

Name: James J. Fuller

LEE B. HOLTZMAN
Witness
Printed

Name: Lee B. Holtzman

SELLER:

GROUP 701, LLC, a Texas limited liability company

By: [Signature]
Name: MAHMOUD SHAHSAH
Title: MANAGING MEMBER

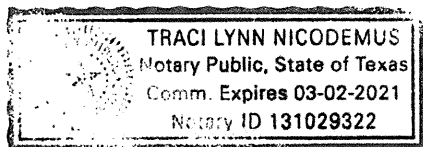
Executed this 30 day of August, 2017.

STATE OF Texas

COUNTY OF Denton

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mahmoud Shahsah as Managing Member of GROUP 701, LLC, a Texas limited liability company, whose name is signed to the foregoing instrument, and who is personally known to me, acknowledged before me on this date, that being informed of the contents of the foregoing instrument (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30 day of August, 2017.



[Signature]
Notary Public
My Commission Expires: 3-2-17

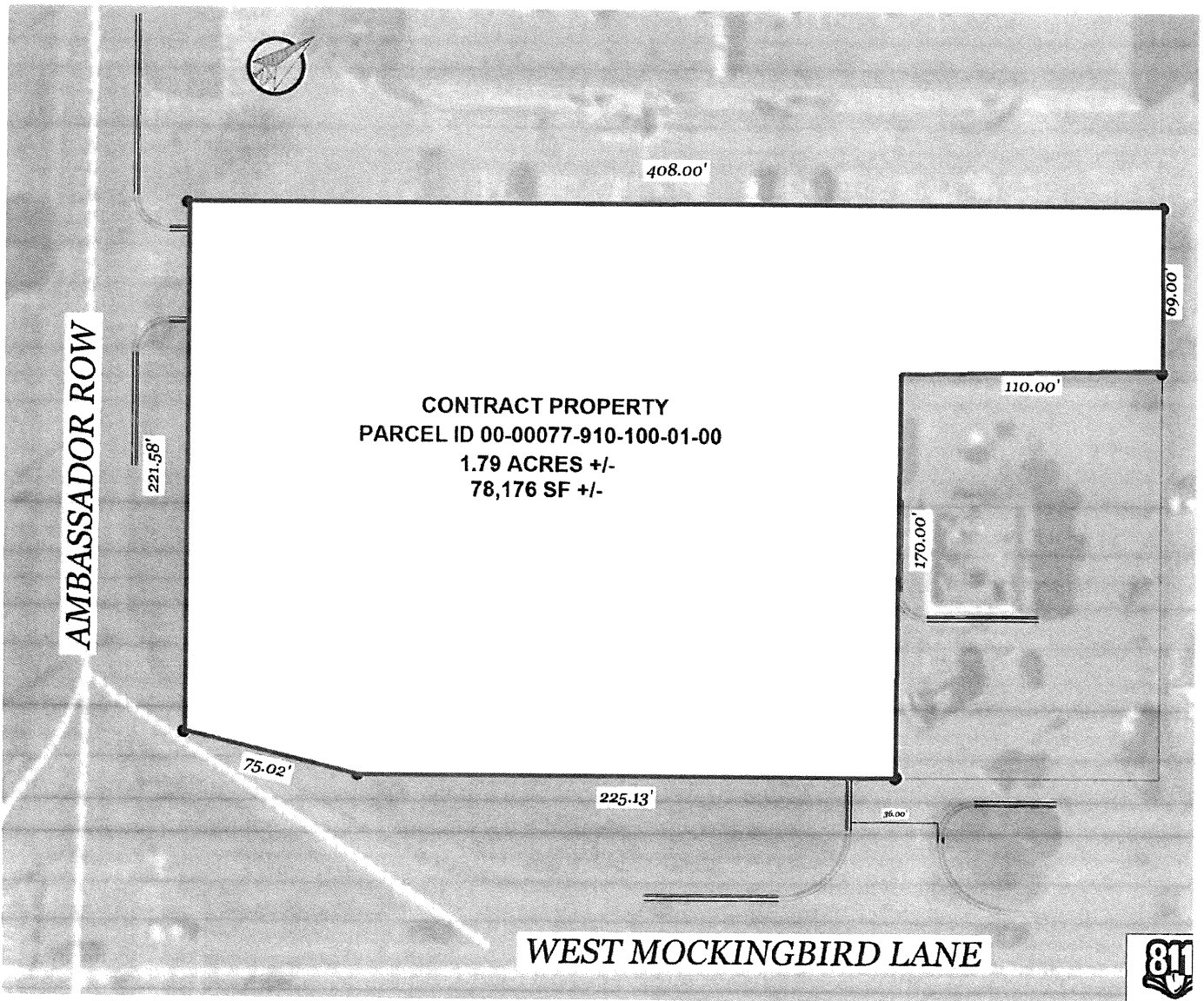
[NOTARIAL SEAL]


EXHIBIT A

Legal Description of Contract Property

Seller: Group 701, LLC
Purchaser: Del Lago Ventures, Inc.
Contract Property location: 7300 Ambassador Row, Dallas, Texas 75247

The Contract Property, as outlined below in red and made a part hereof, being located in Dallas County, State of Texas and being all of tax parcel ID 00-00077-910-100-01-00:



M.S. 

RIDER NO. 1

Seller: Group 701, LLC

Purchaser: Del Lago Ventures, Inc.

Contract Property location: 7300 Ambassador Row, Dallas, Texas 75247

Brokerage Commission: Seller has been represented by Lee Holtzman of Re/Max Advantage ("Broker") in connection with the transactions contemplated by this Contract (the "Transactions"). Any commissions or other fees payable to Broker in connection with the Transactions are the sole responsibility of Seller. Seller shall pay Broker any such commissions and fees due and owing in respect of the Transactions at Closing from Seller's proceeds from the Transactions. Under no circumstances whatsoever shall Purchaser have any liability to Broker in respect of the Transactions. No commission is earned, due or owing if the transaction contemplated by this Contract fails to close for any reason whatsoever, specifically including, but not limited to, the default of either Seller or Purchaser. Seller agrees to indemnify, defend and hold harmless Purchaser from and against any claims, liabilities, obligations or damages for any commissions, broker's or finder's fees (including that of Broker) resulting from or arising out of this Contract or otherwise. Seller represents and warrants that no broker, other than Broker, has represented Seller in this transaction and that only Broker is entitled to a brokerage commission. The provisions of this paragraph shall survive Closing. Purchaser represents and warrants that no broker has represented the Purchaser and no commission is due accordingly. Purchaser agrees to indemnify, defend and hold harmless Seller from and against any claims, liabilities, obligations or damages for any commissions, broker or finder's fee claimed by a broker or agent claiming it is owed a commission or fee by Purchaser.

Rezoning/SUP/Variance: Purchaser's obligation to purchase the Contract Property is conditioned upon the final rezoning of the Contract Property and/or granting of a variance, special use permit, special exception and/or such other applicable regulatory change or approval (hereinafter collectively referred to as a "Rezoning") to allow Purchaser to construct and operate a twenty-four hour motor fuel station and/or convenience store on the Contract Property using Purchaser's most favored design, allowing the sale of beer and wine and the operation of a fast food outlet. If such Rezoning is not obtained, is denied or is conditioned in such a manner that is unacceptable to Purchaser in its sole discretion, Purchaser may terminate this Contract by providing written notice to Seller at any time on or before the expiration of the Feasibility Period, in which event and, notwithstanding anything contained in this Contract to the contrary, Seller shall cause all Earnest Money to be promptly returned to Purchaser and Purchaser shall be relieved of all liability hereunder. Rezoning shall not be considered final until the expiration of all applicable appeal periods and the resolution of all appeals, if any, to Purchaser's satisfaction in Purchaser's sole discretion. Upon request, Seller will execute, and Purchaser, as Seller's agent, is authorized to execute, any and all necessary documentation to obtain such final Rezoning.

Concerning Previous Contract: Seller represents and warrants to Purchaser that a third party had the Contract Property under contract but such contract has been terminated and such party (nor any other party) claims any rights, contractual or otherwise, to purchase the Contract Property.

Termination of Lease:

Seller represents and warrants that the Contract Property is currently or may be encumbered by a lease (the "Lease") between Seller and a third party tenant ("Tenant") and that there are no other leases affecting the Contract Property. Within ten (10) days after the Contract Date, Seller shall provide Purchaser copies of the Lease and all amendments thereto. Seller understands and acknowledges that Purchaser's obligation to purchase the Contract Property is conditioned upon the occurrence of the following prior to Closing: (i) the termination of the Lease and the vacating of the Contract Property by Tenant, and (ii) the delivery to Purchaser of an instrument executed by Tenant (which, if requested by the Title Company, shall be in recordable form) acknowledging the termination of the Lease and containing provisions consistent with the following. Without limiting the foregoing, it is understood and agreed that Seller shall tender possession of the Contract Property to Purchaser at Closing free and clear of the Lease and the rights of Tenant thereunder. Seller shall cooperate with Title Company (and provide such documents as Title Company shall request) to ensure that Purchaser's title insurance policy contains no exceptions for leasehold interests. Seller and/or Tenant shall remove all personal items from the Contract Property prior to Closing and all items remaining on the Contract Property shall be deemed abandoned and shall become the property of Purchaser (at no charge to Purchaser) and Purchaser may dispose of any remaining items in whatever manner it chooses (at Seller's and/or Tenant's joint and several cost). Following the Contract Date, if Seller enters into any new lease or extends (or consents to extend) the term of the Lease, Seller must notify Purchaser of the new lease or extension and the terms of such lease or extension (which shall provide that the landlord under the Lease may terminate the Lease without penalty upon no more than thirty (30) days' notice).

Seller shall promptly deliver to Purchaser copies of all notices sent to or received by Seller with respect to the Lease. Notwithstanding any contrary provision contained in this Contract, in the event that the conditions described in this Rider No. 1 are not satisfied on or before Closing, Purchaser may, at its sole discretion, (i) terminate this Contract and receive all Earnest Money, (ii) extend the date of Closing to such date as Purchaser may reasonably determine to allow Seller and/or Purchaser the opportunity to satisfy such conditions, or (iii) waive this condition in which event rent under the Lease shall be prorated at Closing and Seller shall assign the "landlord's" interest in the Lease to Purchaser at Closing pursuant to an instrument acceptable to Purchaser (which instrument shall additionally be signed by Tenant), which instrument shall provide that, *inter alia*, Seller shall be and remain responsible for all duties and obligations of the "landlord" under the Lease for the period of time prior to Closing. Without limiting the foregoing, Seller shall, upon request of Purchaser, obtain an estoppel certificate from Tenant during the Feasibility Period containing reasonable and customary certifications by Tenant as to the status of the Lease and defaults thereunder. Seller shall indemnify and hold Purchaser harmless from and against all damages, liabilities, claims, demands, causes of action, costs and expenses (including reasonable attorney's fees) arising in connection with the Tenant, the Lease and the termination thereof.

Without limiting the foregoing, and notwithstanding any contrary provision in this Contract, if, because of the Lease or Tenant, Purchaser is unable to perform any desired Tests pursuant to Paragraph 5 of this Contract, the Feasibility Period shall be tolled for the duration of the period that Purchaser is unable to perform such Tests.

The provisions of this Rider shall survive Closing and delivery of the deed.

08-31, 2017

Group 701, LLC
7300 Ambassador Row
Dallas, Texas 75247
Attention: Mahmoud Shahsiah

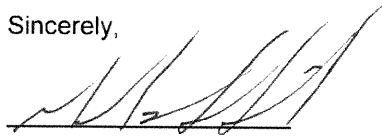
Re: Development of Property Located at 7300 Ambassador Row, Dallas, Texas 75247 (the "Property")

Dear Sir/Madam:

The undersigned ("Owner") is the owner of the Property and has entered into a Real Estate Purchase Contract to sell the Property to Del Lago Ventures, Inc. ("Del Lago") By executing this letter, Owner hereby authorizes Del Lago (and its affiliates, including, without limitation, Andalusia Properties, Inc. and RaceTrac Petroleum, Inc. (collectively, "Purchaser")) to execute, on behalf of Owner, such applications, documents and requests desired by Purchaser to pursue all necessary permits, variances, and approvals necessary to develop the Property for Purchaser's intended purpose.

Please do not hesitate to contact the undersigned if you have any questions. Thank you for your assistance in this matter.

Sincerely,



By: MAHMOUD SHAHSIAH

Its: MANAGING MEMBER

PFW:cap