

UNITED STATES BANKRUPTCY COURT{PRIVATE }
FOR THE WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

IN RE: HOUMA DOLLAR PARTNERS, LLC
Debtor in Possession

CASE NO. 12-20649
Chapter 11

MOTION FOR AUTHORITY TO SELL REAL PROPERTY
OF THE ESTATE FREE AND CLEAR OF LIENS AND MORTGAGES

NOW INTO COURT, through undersigned counsel, comes HOUMA DOLLAR PARTNERS, LLC ("Debtor"), debtor herein, which files this *Emergency Motion for Authority to Sell Real Property of the Estate Free and Clear of Liens and Mortgages* ("Motion") and respectfully asserts:

1.

This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. § 157(b). Venue is properly before this Court pursuant to 28 U.S.C. § 1408 and 1409. Consideration of the Motion constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2).

2.

On June 29, 2012 ("Petition Date"), Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code ("Chapter 11 Case"). The Debtor has continued to manage its property since the Petition Date. No trustee or examiner has been appointed, and no official committee of creditors or equity interest holders has been established.

3.

Pursuant to 28 U.S.C. §§ 157(b) and 1334, this Court has jurisdiction (i) to hear and determine this Motion, and (ii) over the persons and property affected hereby. The subject matter of the motion is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A) and (N). Venue of this proceeding and jurisdiction is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

4.

Debtor is the owner of certain immovable property located at **1410 TX-254 Loop, Ranger, Texas 76470, Eastland County, Texas** ("Property") that consist of a 9,183 square foot commercial

building currently under lease to Dollar General Corporation. The Property is not necessary to an effective reorganization.

5.

The Debtor, as seller, has entered into a Real Estate Sales Contract ("Purchase Agreement"), a copy of which is attached hereto as Exhibit "A-1", for the sale of the "Property" for the sum of **\$920,000.00** to Sunland Park, LLC, or his assigns ("Buyer"). The purchase price reflects the fair market value that was stated in the appraisal, commissioned by BB& T Bank on January 31, 2014.

6.

This "Property" is subject to a real estate mortgage in favor of BB&T Bank and a lease with Dollar General Corporation that expires April 30, 2030 and includes three, 5-year option periods. All liens and encumbrances affecting this property are detailed in the attached Schedule C that is marked "**Exhibit A-2**", this Schedule C was part of the Title Opinion that was prepared by Commonwealth Land Title Insurance Company. "Buyer" has agreed to purchase this real estate for \$920,000.00. The debtor is requesting authority to sell this property free and clear of all liens and mortgages and that all mortgages and liens attach to the proceeds of the sale allowing the net proceeds be paid directly to the secured creditor, BB&T Bank. The net proceeds is the amount remaining after paying the costs associated with the sale.

7.

Due to requirements made by the Title Company that is handling the closing and the request of the Clerk of Court for this county the Order approving this Sell must include the following specific language "that all mortgage and liens affecting the property being sold shall be cancelled and erased INsofar AND ONLY INsofar as they affect the above-described property, including without limitation the following described encumbrances:

a) *Second Lien Deed of Trust dated November 15, 2010 from HOUMA DOLLAR PARTNERS, LLC, to R. LANE ADDISON, Trustee, recorded on December 2, 2010 under Document No. 2010-003319, Official Public Records of Eastland County, Texas. Said*

instrument secures payment of one note of even date therewith in the original principal amount of \$32,670.00 payable to BRADY MILLER AND CHARLES BAUCUM, all as therein provided.

b) Mechanic's and Material man's Lien Affidavit dated May 12, 2010 by Acme Brick for the amount of \$1753.61 and recorded under Document No. 2010-001270, Official Public Records of Eastland County, Texas.

c) Mechanic's and Material man's Lien Affidavit dated May 17, 2010 by Charles Baucum, et al for the amount of \$15,853.06 and recorded under Document No. 2010-001309, Official Public Records of Eastland County, Texas.

d) Abstract of Judgment dated June 23, 2010 in favor of TMS Environmental Austin, LLC, and recorded under Document NO. 2010-001656, Official Public Records of Eastland County, Texas, securing Judgment in Cause #D-IGN-09-003009 in 350th District Court of Travis County, Texas styled TMS Environmental Austin -vs Houma Dollar Partners, LLC, et al in original principal amount of \$112,411.29 plus post judgment interest (acquired and awaiting recording of said release).

e) Deed of Trust, Assignment of Rents & Leases dated June 19, 2009 executed by Houma Dollar Partners, LLC to Richard A. Wright, ESQ; Trustee recorded under Document No. 2009-002013, Official Public Records of Eastland County, Texas. Said instrument secures payment of one certain promissory note of even date therewith in the original principal amount of \$615,000.00 payable to Colonial Bank, all as therein provided. Said lien was assigned by FDIC as Receiver for Colonial Bank to Branch Banking and Trust Company by instrument dated August 30, 2011 and recorded under Document No. 2012-001275, Official Public Records of Eastland County, Texas.

f) Mechanic's and Material man's Lien Affidavit dated June 14 2010 by Border States Electric, Inc. for the amount of \$2654.69 and recorded under Document No. 2010-

001592, *Official Public Records of Eastland County, Texas.*

g) The ad valorem tax liens of the Eastland County Appraisal District and Eastland County for the 2017 tax year shall be expressly retained until the payment of the 2017 taxes, plus any penalties and interest that may accrue thereon, in the ordinary course of business. If not so paid, the Eastland County Appraisal District and Eastland County shall be at liberty to exercise all state law collection activities, without further recourse to the Bankruptcy Court.

8.

Debtor wishes to sell the Property to Buyer free and clear of all liens and encumbrances pursuant to 11 U.S.C. § 363 which authorizes the sale of property of the estate after notice and hearing. Any and all outstanding property taxes shall be paid on or before the closing of the sale. The debtor request that the Clerk of Court of Eastland County, Texas be instructed and authorized to cancel the above-listed Liens and Mortgages insofar and only insofar as those items affect the property as described above.

9.

The debtor requests that all mortgages and liens attach to the proceeds of the sale and that the net proceeds of the sale are to be paid to Branch Banking and Trust in partial satisfaction of its lien.

10.

The debtor requests that pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, the Sale hereby should be approved free and clear of all mortgages, security interest, liens, encumbrances, interests, commissions, assessments, conditional sale or other title retention agreements, pledges, judgments, demands, easements, servitudes, restrictions, costs, or charges of any kind or nature, and claims (for and as that term is defined in Section 101(4) of the Bankruptcy

Code) (collectively, the "Liens and Claims") asserted against the Property.

11.

The debtor requests that except as expressly permitted by the final Order, all persons and entities holding Liens and Claims with respect to the Property be and hereby are barred from asserting such Liens and Claims against the Purchaser.

12.

The debtor requests that the transfer of the Property by the Debtor to the Purchaser for the Purchase Price (i) is and will be legal, valid and effective transfer (ii) will vest the Purchaser with good title to the Property, as the case may be, free and clear of all Liens and Claims, (iii) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and non-bankruptcy law, and (iv) does not and will not subject the Purchaser to any liability by reason of such transfers under the Bankruptcy Code or under the laws of the United States, any state, territory or possession thereof, or the District of Columbia, in whole or in part, directly or indirectly, or under any theory of law including without limitation, any theory of successor or transferee liability.

13.

The debtor requests that the final Order will and shall be (i) effective as a determination that, upon closing, all Liens and Claims existing as to the Property prior to closing of the Sale have been unconditionally released, discharged and terminate, and that the conveyances and assignments authorized herein have been affected and completed, and (ii) binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, recorders of conveyances, registrants and deeds, administrative agencies, governmental departments, secretaries of state, Federal, state and local officials, and all other persons and entities who may be required by operation of law, the

duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any and/or all of the property.

14.

The debtor requests that the debtor acting through the signatory power of its manager, be and hereby is, authorized, empowered, and directed to execute, deliver, fully perform under, consummate and implement the Sale, and any such other and further agreements and closing documents as may be necessary to implement the terms of this Order and the Sale and that this Order shall be deemed to provide full authority for execution of the Sale and any such other further agreements and closing documents notwithstanding any provisions in the articles of organization, operating agreement, or other organizational or governance documents of the Debtor to the contrary.

15.

The debtor requests that the *Real Estate Sales Contract* and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, upon five (5) days prior written notice to the Branch Bank and Trust in a writing signed by all parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modifications, amendment or supplement does not have a material adverse effect on the Debtor's estate.

16.

The debtor requests that the Purchaser shall be, and hereby is, entitled to the protection of Section 363(m) of the Bankruptcy Code as a purchaser in good faith.

17.

The debtor requests that except as expressly permitted or otherwise specifically provided by this Order or Sale, all persons and entities, including, but not limited to, governmental, tax and regulatory authorities, trade and other creditors and past and present employees of the Debtor, holding liens, claims and interest of any kind or nature whatsoever against the Debtor or the Property (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinate), arising prior to the closing of the Sale, under or out of, in connection with or in any way relating to the Debtor or the Property, are forever enjoined from asserting against the Purchaser, its successors or assigns, its assets, or the Property, such persons' or entities' liens, claims or interest;

18.

The debtor requests that the terms and provisions of the Sale and this Order shall be binding in all respects upon and shall inure to the benefit of, the Debtor, its estate and creditors, the Purchaser and their respective purchasers and assigns, and any affected third parties, notwithstanding any subsequent conversion of this case to a case under Chapter 7 of the Bankruptcy Code or the appointment of any trustee for the Debtor under Chapter 7 of the Bankruptcy Code, upon which trustee such terms and provisions shall be binding in all respects.

19.

Debtor believes that the proposed purchase price is fair and reasonable, and that the sale of Property is in the best interest of the estate and its creditors.

20.

Service of this Motion should be made upon the Office of the United States Trustee and all parties requesting notice thereof; and the notice of hearing therefore should be made upon all creditors and parties of interest in the captioned matter.

WHEREFORE, Houma Dollar Partners, LLC, the Debtor, prays that after notice and hearing, this Honorable Court grant the relief requested herein and as follows:

- (1) That the Debtor be authorized to enter into the Purchase Agreement;
- (2) That the Debtor be authorized to sell the immovable property free and clear of all liens and encumbrances in accordance with the provisions of 11 U.S.C. § 363 and in accordance with the terms and conditions stated in the Purchase Agreement;
- (3) that an order directing that all mortgages and liens attach to the proceeds of the sale and that the net proceeds of the sale be paid to BB&T Bank in partial satisfaction of its lien.
- (4) That the Debtor be authorized to execute all documents necessary and consistent with a resulting sale and Order of this Court;
- (5) That the Court's Order approving the sale specifically contain a finding that all creditors and parties in interest as set forth in the official mailing matrix of the case have been properly served and notified of the Motion;
- (6) For other relief that is equitable and just.

Respectfully submitted,

/s/ Gerald J. Casey
GERALD J. CASEY #3967
ATTORNEY FOR DIP
613 ALAMO STREET
LAKE CHARLES, LA 70601
(337) 474-5005

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing *Motion for Authority to Sell Real Property of the Estate Free and Clear of Liens and Mortgages* has been duly served upon parties receiving electronic notification via the Court's CM/ECF System and a copy of this Motion was mailed by US Mail postage prepaid and properly addressed on this 28th day of March 2017 to the debtor, Houma Dollar Partners, L.L.C., 2875 Derek Drive, Lake Charles, LA 70607; the US Trustee, 300 Fannin St., Suite 3196, Shreveport, LA 71101 and the following parties:

H. Kent Aguillard
PO Box 391
Eunice, LA 70535

Mark C. Landry
Newman, Mathis, Brady, Spedale
212 Veterans Blvd.
New Orleans, LA 70005

Maypearl Independent School District
c/o Elizabeth Banda Calvo
Perdue, Brandon, Fielder,
Collins & Mott, LLP
PO Box 13430
Arlington, TX 76094-0430

Paul N. Debaillon
Debaillon & Miley
PO Box 51387
Lafayette, LA 70505

Elizabeth Weller
LINEBARGER GOGGAN
BLAIR & SAMPSON LLP
2323 Bryan Street, Ste. 1600
Dallas, TX 75201

W. Corey Grimley
Gibson-Gruenert, PLLC
600 Jefferson, Suite 600
Lafayette, LA 70502

Kay D. Brock
Travis County Tax Assessor
PO Box 1748
Austin, TX 78767-1748

Joe A. Joseph
David H. Breland
Burr & Forman LLP
420 N. 20th St., Suite 4200
Birmingham, AL 35203

Leonard R. Grossman
9816 Slide Road, Suite 201
Lubbock, TX 79424

James A. Watson
Roddy, Watson & Everett
400 E. College Street
Lake Charles, LA 70605

Ronald J. White
Murphy, Rogers, Sloss & Gambel
200 W. Thomas Street
New Orleans, LA 70139

Darryl T. Landwehr
LANDWEHR LAW FIRM
1010 Common St., Suite 1710
New Orleans, LA 70112

Lubbock Central Appraisal Dis.
c/o Laura J. Monroe
Perdue, Brandon, Fielder,
Collins & Mott, LLP
PO Box 817
Lubbock, TX 79408

Edward P. Grimmer
Attorney at Law
603 N. Main Street
Crown Point, Indiana 46307-3233

David F. Waguespack
Attorney at Law
1100 Poydras St, Energy Centre, Ste. 3100
New Orleans, LA 70163

Thomas G. Gruenert
Attorney at Law
9330 Broadway, Ste. 324
Pearland, TX 77584

David Hudson
Perdue, Brandon, Fielder, et al
PO Box 2007
Tyler, TX 75710-2007

Richard D. Moreno
Richard D. Moreno, LLC
PO Box 149
Lake Charles, LA 70602-0149

John P. Dillman
Attorney at Law
PO Box 3064
Houston, TX 77253-3064

Doug Money
357 Kelinske Road
Elm Mott, TX 76640

Money Electric
1905 Alaska Street
Waco, TX 76705

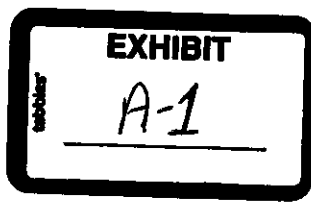
St. Martin Bank
POB 199
St. Martinville, LA 70582

Eastland and Williamson County
c/o Lee Gordon
PO Box 1269
Round Rock, TX 78680

TMS Environmental Austin, LLC
c/o Harvey R. Gray
3003 Dawn Dr., Suite 102
Georgetown, TX 78628

Mr. Jim Duvall
TMS Environmental Austin, LLC
112 N. LBJ Drive
San Marcos, TX 78666

/s/ Gerald J. Casey
GERALD J. CASEY #3967



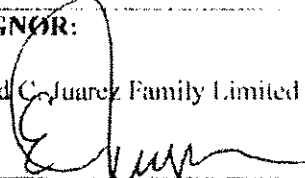
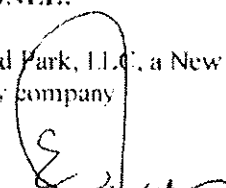
ASSIGNMENT OF PURCHASER'S
INTEREST IN REAL ESTATE SALE CONTRACT

This Assignment ("Assignment") is entered into effective the 14 day of January 2017, by and between Edward C. Juarez Family Limited Partnership, a Texas limited partnership ("Assignor"), and Sunland Park, LLC, a New Mexico limited liability company ("Assignee").

NOW, THEREFORE, the Assignor and Assignee agree as follows:

1. In consideration of \$1 and other good and valuable consideration paid to Assignor by Assignee, Assignor does hereby assign, transfer, and set over unto Assignee, all of Assignor's right, title and interest in and under that certain Real Estate Sales Contract dated October 31, 2016, between Assignor, as Purchaser, and Houma Dollar Partners, LLC, as Seller, concerning the premises located at Dollar General Store # 04227, 1410 TX-254 Loop, Ranger, Texas 76470, Eastland County, Texas ("Real Estate Contract").
2. Assignee hereby assumes as of the date hereof all of the obligations of Assignor, as Purchaser, under the Real Estate Sales Contract.
3. This Assignment may be executed in counter parts.

IN WITNESS WHEREOF, the Assignor and Assignee have hereunto set their hands on this 14 day of January 2017.

ASSIGNOR: Edward C. Juarez Family Limited Partnership By:  Name: Edward C. Juarez, MD General Partner Execution Date: January <u>14</u> , 2017	ASSIGNEE: Sunland Park, LLC, a New Mexico limited liability company By:  Name: Edward C. Juarez, MD Title: Manager Execution Date: January <u>14</u> , 2017
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Handwritten notes:
Approved by Edward C. Juarez, MD
14th Jan 2017
Charles Juarez, MD
Manager - Houma Dollar Partners, LLC

REAL ESTATE SALES CONTRACT

This REAL ESTATE SALES CONTRACT (hereinafter referred to as the "Contract") is entered into by and between Houma Dollar Partners, LLC, a Louisiana Limited Liability Company (hereinafter referred to as "Seller") and Edward C. Juarez Family Limited Partnership, a Texas limited partnership, or its assigns (hereinafter referred to as "Purchaser").

RECITALS:

WHEREAS, Seller is the record owner of certain real property, as more particularly described on attached Exhibit "A-1", which is situated in the City of Ranger, Eastland County, Texas; and

WHEREAS, Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller all of Seller's right, title, and interest in and to the real property described herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, agreements and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confirmed, Seller and Purchaser do hereby agree as follows:

I

SALE AND PURCHASE

1.1 **PROPERTY**. Upon and subject to the terms and conditions hereinafter set forth, Purchaser agrees to purchase from Seller, and Seller agrees to sell to Purchaser, land and improvements located in the City of Ranger, Eastland County, Texas, hereinafter referred to as "Property", all as described on Exhibit "A-1" attached hereto, together with any improvements located thereon and any rights and appurtenances pertaining thereto.

1.2 **APPROVAL**. This Contract is subject to the approval of the United States Bankruptcy Court for the Western District of Louisiana.

II

PURCHASE PRICE

2.1 The Purchase Price for the Property (hereinafter referred to as the "Purchase Price") shall be Nine Hundred Twenty Thousand Dollars (\$920,000.00). The Purchase Price shall be paid by Purchaser to Seller by cashier's check or wire transfer at Closing.

*Rent shall be pro-rated between Seller and Purchaser as of the date of close.

[Handwritten signature]
10-31-2016
6:20PM CT
[Handwritten signature]
11-3-16
1130R

III

EARNEST MONEY

3.1 EARNEST MONEY DEPOSIT. Within five (5) business days of execution of this Contract, Purchaser shall deposit in an interest bearing account with Stewart Title of El Paso, located at 415 N. Mesa St., El Paso, Texas 79901 ("Title Company"), a cashier's check or wire transfer in the amount of Ten Thousand Dollars (\$10,000.00) (the "Earnest Money"). In the event Purchaser fails to deposit the Earnest Money with the Title Company within the time period prescribed herein, and upon notification by Seller, then this Contract shall automatically terminate and the parties hereto shall have no further obligations hereunder except as provided herein.

IV

TITLE, SURVEY AND OTHER ISSUES

4.1 SURVEY AND OTHER DOCUMENTS. Seller agrees to provide Purchaser with a copy of any existing surveys, phase 1 EA, SNDA, construction drawings (as built), building permits and certificates of occupancy and service contracts, in the Seller's possession, within five (5) days of execution of this Contract.

4.2 TITLE COMMITMENT. Within five (5) days of execution of this Contract, Seller shall cause to be delivered to Purchaser, at Seller's sole cost and expense, a Commitment for Title Insurance (hereinafter referred to as the "Commitment"), which covers the Property, together with legible copies of all instruments and documents referred to therein as exceptions to title (hereinafter referred to as the "Title Documents"). The Commitment shall be on the standard form common to the area, and shall name Purchaser as the proposed insured. In the Commitment, the company issuing the Commitment will agree, subject to the provisions thereof, to issue at Closing an Owner Policy of Title Insurance (hereinafter referred to as the "Owner Policy") to Purchaser in the amount of the Purchase Price, subject only to the Permitted Exceptions.

4.3 REVIEW OF TITLE COMMITMENT. The review of the Title Documents and Commitment shall be governed by the following:

(a) Purchaser Obligations. Purchaser shall have fifteen (15) days after receipt of the Commitment and Title Documents to provide to Seller written notice of any matters referred to in the Commitment or Title Documents, except those items to be cleared by the court order further described in Section 4.3(b) below, that Purchaser finds objectionable (the "Title Objection Letter").

(b) Court Order. Seller, at Seller's sole cost and expense shall, within five (5) days of expiration of the Inspection Period (as defined in Section 5.1 of this Contract), file a motion in the United States Bankruptcy Court for the Western District of Louisiana, requesting a

court order approving Seller's sale of the Property to Purchaser, pursuant to the terms of this Contract and instructing the county clerk to clear all liens and mortgages against the Property.

(c) Seller Obligations. If Purchaser delivers to Seller the Title Objection Letter within the fifteen (15) day period described above in Section 4.3(a), then Seller shall have until the last day of the Inspection Period (defined below in Section 5.1 ("Seller Cure Period")) to attempt to cure such objections; provided, however, Seller shall be under no obligation to cure any such objections, except those exceptions described in Section 4.3(b). If Seller elects to cure any such objections made by Purchaser to the Commitment or Title Documents, then Seller shall notify Purchaser in writing prior to the expiration of the Seller Cure Period which objections Seller elects to cure; however, if Seller does not provide such written notice to Purchaser then it shall be conclusively deemed that there are no Seller Cure Obligations. If Seller is unable or unwilling to cure such objections within the Seller Cure Period, Purchaser, as its sole remedy, may either (i) waive such objections and purchase the Property subject to such objections, or (ii) terminate this Contract by written notice to Seller within five (5) days after the end of the Inspection Period referred to below. In the event Purchaser terminates the Contract by written notice sent to Seller, then the entire \$10,000.00 of Earnest Money shall be refunded to Purchaser. However, if Purchaser does not terminate this Contract by written notice sent to Seller within five (5) days after the end of the Inspection Period, then it shall be deemed that (i) all matters reflected in the Commitment, Title Documents and Survey, are acceptable to Purchaser and Purchaser shall be deemed to have waived its objections to any uncured objections set out in the Title Objection Letter and they shall become the "Permitted Exceptions" and (ii) all tests, assessments, inspections and other examinations of the Property pursuant to Section 5.1(a) below shall be deemed acceptable to Purchaser. Notwithstanding the foregoing, it is agreed that any liens or mortgages attaching to the Property, placed voluntarily by the Seller or otherwise, shall not be a Permitted Exceptions and shall be released at Closing or cleared by court order.

(d) After the issuance of the Title Commitment, Seller shall not voluntarily record, or cause to be recorded in the Real Property Records of Eastland County, Texas any document which would encumber the Property and which would appear as an exception on the Title Commitment, absent the written consent of Purchaser, which consent shall not be unreasonably withheld or delayed by Purchaser.

4.4 PERMITTED EXCEPTIONS. If this Contract is not terminated as provided in Section 4.3(c) above, then Purchaser shall be deemed to have approved all matters reflected in the Commitment, Title Documents and Survey together with any uncured objections set out in the Title Objection Letter and they all shall become "Permitted Exceptions;" except that notwithstanding the definition of "Permitted Exceptions" as set forth above, Seller, at Closing, will be obligated to pay off any liens and mortgages on the Property, or said liens and mortgages shall be cleared by court order.

4.5 CONVEYANCE BY DEED. Seller shall execute and deliver to Purchaser at Closing, a Special Warranty Deed conveying indefeasible, fee simple title to the Property to Purchaser, subject to the Permitted Exceptions.

INSPECTION AND EXAMINATION

5.1 **INSPECTION PERIOD.** The inspection and examination of the Property shall be governed by the following:

(a) **Time Period.** Purchaser shall have forty (40) Days from the execution of the Purchase Sale Agreement (hereinafter referred to as the "Inspection Period"), during which time, Purchaser, or Purchaser's authorized agent or representative, shall be entitled to enter upon the Property for the purposes of performing economic studies, environmental surveys, soil tests, core sampling, traffic studies and such other feasibility studies as reasonably necessary to determine whether the Property is acceptable to Purchaser.

(b) **Termination.** If Purchaser, in Purchaser's sole discretion, is dissatisfied with the results of Purchaser's inspections, tests, or analysis of the Property as set forth in Section 5.1(a), Purchaser, as its sole remedy, may, by written notice delivered to Seller prior to the expiration of the Inspection Period, terminate this Contract. In the event of such a termination of the Contract by Purchaser, the entire \$10,000.00 Earnest Money shall be refunded to Purchaser and this Contract shall be terminated.

(c) **Indemnity.** PURCHASER SHALL AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS SELLER FROM AND AGAINST ANY CLAIMS, COSTS, EXPENSES OR DAMAGE THAT SELLER MAY SUFFER OR INCUR OR THAT MAY BE THREATENED AGAINST SELLER OR THE PROPERTY AS A RESULT OF SUCH INSPECTION, TEST OR ANALYSIS, DONE BY PURCHASER OR ITS EMPLOYEES, REPRESENTATIVES OR CONTRACTORS, INCLUDING, WITHOUT LIMITATION, (A) ANY AND ALL REASONABLE ATTORNEYS' FEES AND COURT COSTS INCURRED BY SELLER IN CONNECTION WITH ANY SUCH CLAIMS OR ACTIVITIES AND (B) MECHANIC'S LIENS OR CLAIMS THAT MAY BE FILED ON OR ASSERTED AGAINST THE PROPERTY BY CONTRACTORS, SUBCONTRACTORS OR MATERIALMEN PERFORMING SUCH WORK FOR PURCHASER. PURCHASER'S INDEMNITY OBLIGATIONS UNDER THIS SECTION 5.1 SHALL SURVIVE ANY TERMINATION OR CLOSING OF THIS CONTRACT PROVIDED THAT ANY CLAIM OR LAWSUIT ASSERTED BY SELLER PURSUANT TO THIS PARAGRAPH MUST BE FILED BY SELLER ON OR BEFORE ONE (1) YEAR AFTER THE TERMINATION OR CLOSING OF THIS CONTRACT. If Seller becomes aware of any such claim, cost, expense or damage, then Seller agrees to notify Purchaser of the pendency of any such claims, cost, expense or damage and allow Purchaser to pay, defend or settle same so long as all of same are finally settled or discharged within thirty (30) days after Purchaser is notified of such claim, cost, expense or damage. All such inspections shall be conducted during normal business hours. In making any inspection hereunder, Purchaser will treat, and will cause any representative of Purchaser to treat, all information obtained by Purchaser pursuant to the terms of this Contract as strictly confidential. The preceding sentence shall not be construed to prevent Purchaser from disclosing to its agents and consultants such information with respect to the Property of this Contract: (i) as is necessary for such agents and consultants to perform their designated task in connection with

Purchaser's inspection of the Property; (ii) if such information is published or becomes publicly available through no fault of Purchaser; (iii) if such information is rightfully received from a third party; or (iv) is required to be disclosed by law. Further, in the event this Contract is terminated, Purchaser shall deliver to Seller, within 5 days from termination, copies of any and all studies, tests or analysis prepared by or on behalf of Purchaser including, but without limitation, soil tests, aerial photographs, topographical information, environmental reports, and other similar preliminary work, obtained or performed by or on behalf of Purchaser in connection with the proposed acquisition and development of the Property. Copies of any reports, studies, tests, surveys or other such items shall be delivered to Seller without representation or warranty with respect to the contents thereof, and shall be subject to any rights of third party consultants as to their use or disclosure; however, Purchaser agrees that Seller may provide copies of any such reports, to any party who may be interested in the Property after termination of this Contract. Purchaser's obligations under this Section 5.1(c) shall survive any termination of this Contract.

5.2 ACCEPTANCE OF PROPERTY. If Purchaser does not terminate this Contract by written notice sent to Seller on or before the end of the Inspection Period then it shall be deemed that all tests, investigations and analysis of the Property are acceptable to Purchaser in all respects.

5.3 PRELIMINARY INSPECTION RESULTS. Upon Purchaser's inspection of the Property on or about October 23, 2016, the following items were noted as items needed to be addressed before Closing:

A. Two ceiling tiles need replacing that had water damage -- these need to be replaced and the underlying cause of those leaks needs to be fixed (it's either a water line directly above those tiles leaking or the roof rubber grommets need to be replaced above those tiles.

B. In lieu of the Seller cutting out and replacing an area in the parking lot (by the entrance) that has been undermined we would ask that the Seller: (1) re-stripe the parking lot; and (2) paint the split face block in front of the building (both sides) to match the actual color as closely as possible to repair the fire damage caused to the block -- from what appears to be a fire caused by a faulty plug/outlet (this plug outlet also needs to be certified by an electrician that it is to code.

C. Build a block dumpster enclosure complete with two (2) bollards inside to keep the dumpster from hitting the back wall when emptied and two (2) bollards in the front to protect the sides when the garbage truck pulls up to empty it.

VI

CLOSING

6.1 CLOSING DATE. The event of closing ("Closing") shall occur at the offices of the Title Company. The date of the Closing ("Closing Date") shall be on or before twenty (20)

days after the removal of contingencies following the Inspection Period, and upon receipt of an official certified copy of the court order described in Section 4.3(b).

6.2 CLOSING COSTS. Seller will pay (a) the cost of the Owner's Title Policy, (b) 1/2 of the escrow fee charged by the Title Company, (c) Seller's own attorney's fees, and (d) any costs to obtain court approvals. Purchaser shall pay (i) all costs of Purchaser's financing and 1/2 of the escrow fee charged by the Title Company; (ii) all costs pertaining to Purchaser's investigation and analysis of the Property; (iii) Purchaser's own attorney's fees; and (iv) the cost of any amendments or deletions to the Owner Policy. All other closing costs shall be allocated to either Seller or Purchaser as standard in transactions in Eastland County, Texas.

6.3 TAXES. Ad valorem taxes relating to the Property for the calendar year in which the Closing shall occur (2016) that are not paid by the Closing shall be **assumed by** Seller ~~and Purchaser~~ as the Closing Date. Any costs for property related ad valorem taxes incurred and due for years prior to 2016, shall remain the obligation of the Seller and shall be paid from the Seller's funds at Closing.

6.4 SELLER'S OBLIGATIONS AT CLOSING. At Closing, Seller shall deliver to Purchaser the following documents which shall be duly executed and, where appropriate, acknowledged:

- (a) Deed. The Special Warranty Deed referred to in Section 4.5;
- (b) Owner Policy. The Owner Policy subject to all the Permitted Exceptions;
- (c) Non-foreign Affidavit. An Affidavit required pursuant to Section 1445 of the Internal Revenue Code stating, under penalties of perjury, that Seller is not a foreign person within the meaning of Section 1445 of The Internal Revenue Code;
- (d) Evidence of Authority. Written evidence of authority to confirm that this transaction and the parties executing this Contract and other closing documents on behalf of Seller are fully authorized and empowered to so act and to bind the entity for whom they purport to act, including an official order from the United States Bankruptcy Court for the Western District of Louisiana authorizing the transactions described herein;
- (e) Tenant Estoppel Agreement: A fully executed Estoppel Certificate signed by Dolgencorp of Texas, Inc., in a format similar to that attached hereto as Exhibit "B";
- (f) Common Area Maintenance Payment Reconciliation (CAM): Prior to Closing, Seller shall deliver to Purchaser a reconciliation of Dollar General CAM payments vs actual expenses paid by Seller as of the end of the month immediately prior to the Closing. If prior estimated CAM payments by Tenant result in excess payments over actual expenses of Seller, Seller shall credit Purchaser said amount of overpayment at Closing. If prior estimated CAM payments by Tenant have resulted in an underpayment of CAM vs actual expenses, Purchaser agrees to work with Seller in the collection of said underpayment from Tenant; and

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(g) Assignment and Assumption of Lease and Guaranty. A fully executed Assignment and Assumption of Lease and Guaranty in the form similar to that attached hereto as **Exhibit "C,"** signed by Seller.

h) Bankruptcy Court Order. Certified copy of Court order from the United States Bankruptcy Court for the Western District of Louisiana approving the sale of the Property to Purchaser.

6.5 PURCHASER'S OBLIGATIONS AT CLOSING. At Closing, Purchaser shall deliver to Seller the following:

(a) Cash Funds. The Purchase Price (less the Earnest Money Deposit) by cashier's check or wire transfer acceptable to Seller.

(b) Evidence of Authority. Written evidence confirming that this transaction and the parties executing this Contract and other Closing documents on behalf of Purchaser are fully authorized and empowered to so act and to bind the entity for whom they purport to act.

(c) Assignment and Assumption of Lease and Guaranty. A fully executed Assignment and Assumption of Lease and Guaranty in the form similar to that attached hereto as **Exhibit "C,"** signed by Purchaser.

6.6 DELIVERY OF POSSESSION. Exclusive possession of the Property shall be delivered to Purchaser at Closing subject to the Permitted Exceptions.

VII

DEFAULT

7.1 PURCHASER DEFAULT. In the event that Purchaser fails to timely perform any of Purchaser's obligations under this Contract, for any reason whatsoever other than Seller's default, then Seller shall be entitled to all of the following remedies: (i) to retain, as liquidated damages, all Earnest Money and (ii) to terminate this Contract and be released of all obligations hereunder. The parties agree that because of the difficulty, inconvenience, and uncertainty in ascertaining the actual damages caused to Seller as a result of a default by Purchaser, the parties have agreed that the Earnest Money shall be liquidated damages payable to Seller in the event of default by Purchaser.

7.2 SELLER DEFAULT. In the event that Seller fails to timely perform any of Seller's obligations under this Contract, for any reason whatsoever other than Purchaser's default, then Purchaser, as Purchaser's sole remedy, shall be entitled to seek any one of the following remedies: (i) purchase the Property notwithstanding such default pursuant to the remaining terms and provisions of this Contract, in which event such default shall be deemed waived; or (ii) terminate this Contract and all Earnest Money shall be refunded to Purchaser.

VIII

CONDITIONS PRECEDENT

8.1 Conditions to Obligations of Purchaser. The obligation of Purchaser to purchase and pay the Purchase Price for the Property is subject to the satisfaction (or waiver by Purchaser) on or prior to the Closing Date of the following conditions:

(a) Performance of Obligations of the Seller. Seller shall have performed or complied in all material respects with all obligations and covenants required by this Contract to be performed or complied with by the Seller by the time of the Closing.

(b) Closing Documents. All closing documents and other closing deliveries required to be made by Seller under Section 6.4 of this Contract shall have been delivered to the Title Company or exchanged directly between the parties on or before the date such deliveries are due under this Contract.

(c) Other Documents. Seller shall have furnished to Purchaser such other documents relating to Seller's existence and authority, as Purchaser or its counsel or Title Company may reasonably request.

(d) Title Policy. Title Company shall be irrevocably committed to issue the Owner Policy to Purchaser on the Closing Date in an amount equal to the Purchase Price and subject only to Permitted Exceptions.

8.2 Conditions to Obligations of Seller. The obligation of Seller to sell the Property is subject to the satisfaction (or waiver by Seller) on or prior to the Closing Date of the following conditions:

(a) Performance of Obligations of the Purchaser. Purchaser shall have performed or complied in all material respects with all obligations and covenants required by this Contract to be performed or complied with by the Purchaser by the time of the Closing.

(b) Closing Documents. All closing documents and other closing deliveries required to be made by Purchaser under Section 6.5 of this Contract shall have been delivered to the Title Company or exchanged directly between the parties on or before the date such deliveries are due under this Contract.

(c) Other Documents. Purchaser shall have furnished to Seller such other documents relating to Purchaser's existence and authority, as Seller or its counsel or Title Company may reasonably request.

IX

BROKER FEES AND COMMISSIONS

9.1 **BROKERS FEES.** Seller shall pay a total brokers fee of 4% of the Purchase Price. 2% to Hollingsworth & Associates who is acting on behalf of the Seller and 2% to Interfirst Properties, Inc. who is acting on behalf of the Purchaser, from the Seller's funds at Closing.

X

NOTICE

10.1 **NOTICE DESIGNATION.** All notices, objections and approvals referred to in this Contract must be given in writing and will be effective on the earliest of the following dates: (i) the date the notice is actually received by the addressee thereof after being sent by overnight delivery such as Federal Express or having been personally hand delivered by the sender, (ii) the date the notice is deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, and properly addressed to the party to receive said notice, or (iii) the date the notice is sent to the addressee by telecopier, facsimile or similar transmitting machine, as the case may be. The notice addresses of the parties will be those specified below until further notice:

SELLER: Houma Dollar Partners, LLC
4840 East Shoal Creek Drive
Lake Charles, Louisiana 70605
Creeves425@aol.com (Email)

PURCHASER: Edward C. Juarez Family Limited Partnership
5547 N. Mesa
Suite B
El Paso, Texas 79912
Attn.: Edward C. Juarez, M.D.

XI

MISCELLANEOUS

11.1 **BINDING AGREEMENT.** This Contract and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

11.2 **CAPTIONS.** The captions employed in this Contract are for convenience only and are not intended in any way to limit or amplify the terms and provisions of this Contract.

11.3 **TIME OF THE ESSENCE.** TIME IS OF THE ESSENCE of this Contract.

11.4 CHOICE OF LAW. This Contract shall be construed in accordance with the laws of the State of Texas, and shall be specifically performable in Eastland County, Texas.

11.5 ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties with respect to the subject matter hereof, and shall not be varied, amended, or superseded except by written agreement between the parties hereto.

11.6 COUNTERPART AND SEPARATE SIGNATURE PAGE EXECUTION. This Contract may be executed in counterparts and by separate signature pages each of which shall constitute an original and all which taken together shall constitute an original and all which taken together shall constitute a single agreement.

11.7 DATE COMPUTATION. If any date of significance hereunder falls upon a Saturday, Sunday or recognized Federal holiday, such date will be deemed moved forward to the next day which is not a Saturday, Sunday or recognized Federal holiday. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included. The last day of any period of time described herein shall be deemed to end at 6:00 p.m. Central Time.

11.8 ASSIGNMENT. This Contract may be assigned by Purchaser at any time prior to Closing without Seller's consent, provided that Purchaser performs all of the following: (a) Purchaser gives Seller five (5) days prior written notice of the proposed assignment together with a complete copy of the proposed assignment; (b) Purchaser gives Seller a complete copy of the executed assignment within two (2) days after its execution; and (c) in the assignment said assignee assumes all of the obligations of Purchaser under this Contract and agrees to be bound by the terms hereof. It is also agreed that no such assignment shall relieve the assignor from any of its liability hereunder.

11.9 EFFECTIVE DATE. This Contract must be executed by both Seller and Purchaser and a fully executed copy hereof shall be deposited with the Title Company no later than ~~October 31, 2016~~. The "Effective Date" of this Contract shall be the date a fully executed copy hereof is deposited with the Title Company. November 3, 2016 *OK*

11.10 ATTORNEY'S FEES. In the event it becomes necessary for either party hereto to file a suit to enforce this Contract or any provisions contained herein, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorney's fees incurred in such suit.

11.11 NO RECORDING OF CONTRACT. Seller and Purchaser hereby acknowledge that neither this Contract nor any memorandum or affidavit thereof shall be recorded of public record. Should Purchaser ever record or attempt to record this Contract, or a memorandum or affidavit thereof, or any other similar document, then, notwithstanding anything herein to the contrary, said recordation or attempt at recordation shall constitute a default by Purchaser hereunder, and, in addition to the other remedies provided for herein, Seller shall have the

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express right to terminate this Contract by filing a notice of said termination in the proper place for said filing.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals as of the Effective Date.

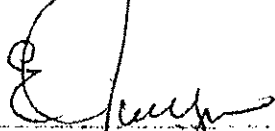

PURCHASER:	SELLER'S:
Edward C. Juarez Family Limited Partnership	Houma Dollar Partners, L.L.C. a Louisiana Limited Liability Company
By:  Name: Edward C. Juarez, MD General Partner	By:  Name: Charles Reeves, Jr. Title: Manager
Execution Date: October 31, 2016	Execution Date: October 21, 2016

Exhibit 4A-1

STATE OF TEXAS
COUNTY OF EASTLAND

Field notes of a survey of 0.862 acres of land out of and part of a 123.518 acre Parent Tract conveyed to the Ranger Economic Development Corporation by deed recorded in Volume 1797 Page 14, Official Public Records of Eastland County, Texas, said land being situated in the William Freely Survey, Abstract No. 120, City of Ranger, Eastland County, Texas. This survey of said 0.862 acres being made for the Ranger Economic Development Corporation and being more particularly described as follows:

Beginning at a 1/2" rebar with survey cap # 5085 set at the Northwest corner of said 123.518 acre Parent Tract, same being the Southwest corner of Ranger Jr. College 8.104 acre tract described in Volume 791 Page 417, Deed Records of Eastland County, Texas and also being in the East right of way line of Loop 254 (U. S. Highway 80), for the Northwest corner of this described tract, said point being located 1927.59 feet South of and 2935.47 feet East of the Northwest corner of the William Freely Survey.

Thence S 74° 11' 44" E, 250.00 feet with the North line of this described tract and the North line of Ranger Economic Development Corporation 123.518 acre tract, same being the South line of Ranger Jr. College 8.104 acre tract, to a 1/2" rebar with survey cap # 5083 set for the Northeast corner of this described tract.

Thence S 29° 18' 26" W, 154.50 feet with the East line of this described tract, to a 1/2" rebar with survey cap # 5085 set for the Southeast corner of this described tract.

Thence N 74° 11' 44" W, 250.00 feet with the South line of this described tract, to a 1/2" rebar with survey cap # 5085 set in the West line of Ranger Economic Development Corporation 123.518 acre tract and East right of way line of Loop 254 (U. S. Highway 80), for the Southwest corner of this described tract.

Thence N 29° 18' 26" E, 154.50 feet with the West line of this described tract and Ranger Economic Development Corporation 123.518 acre tract, same being in the East right of way line of Loop 254 (U. S. Highway 80), to the place of beginning and containing 0.862 acres of land.

Bearings on the above described 0.862 acre tract were based upon True North as determined by G.P.S. Surveying System.

Property may be subject to the following right of ways or easements: (1) Texas Electric Service Co., R/W (as built) Vol. 308 Page 521 DRECT.; (2) Lone Star Gasoline Co., R/W (Blanket Easement) Vol. 347 Page 506 DRECT.; (3) Prairie Pipe Line Co., R/W Vol. 337 Page 302 DRECT.

FLOOD HAZARD STATEMENT

The Property and improvements described above are not in Flood Zone "A" which is defined as areas determined to be within the 100-year flood plain, as shown on the "Flood Hazard Boundary Map", Community Panel No. 480203 A, No. 1103, for the City of Ranger, Eastland County, Texas as published by the Department of Housing and Urban Development, Federal Insurance Administration, with latest revision dated April 23, 1976.

I, Lynn Williamson, Registered Professional Surveyor No. 5085, do hereby certify these field notes and attached plat, numbered JB7419 to be a true and correct survey made on the ground.

Lynn Williamson

Lynn Williamson
Registered Professional Surveyor No. 5085
03/31/2009



APPROVED
8-17-09 JH

EXHIBIT B
TENANT ESTOPPEL CERTIFICATE



**DOLLAR
GENERAL
CORPORATION**

100 Mission Ridge / Goodlettsville, TN 37072 / Phone 615-855-4000
Company Growth Administration Department / Fax 615-855-4663

ESTOPPEL CERTIFICATE

EDWARD C. JUAREZ FAMILY LIMITED PARTNERSHIP
5547 N. Mesa, Suite B
El Paso, TX 79912

Demised Premises: Dollar General Store # 04227
Address: 1410 TX-254 Loop
City/State/Zip: Ranger, Texas 76470

THIS IS TO CERTIFY THAT THE FOLLOWING IS TRUE AND CORRECT:

1. That the undersigned is the tenant under that certain Lease dated June 10, 2009 as amended on April 5, 2010 (the "Lease") covering the Demised Premises.
2. That the Lease is in full force and effect and has not been modified (except as set forth following this sentence).....
3. That the monthly base rent due under the Lease has not been paid more than thirty (30) days in advance.
4. That, to Tenant's knowledge as of the date hereof, Landlord is not in default under the Lease (except as set forth following this sentence).

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of Tenant.

TENANT: DOLLAR GENERAL CORPORATION OF TEXAS, INC.

By: _____

Name: Maurice A. Laliberte

Its: Vice President

Lease Administration

Date: _____

EXHIBIT "C"

***ASSIGNMENT AND ASSUMPTION
OF
LEASE & GUARANTY***

KNOW ALL MEN BY THESE PRESENTS that HOUMA DOLLAR PARTNERS, LLC, whose address is 4840 East Shoals Creek Drive, Lake Charles, LA 70605, of the Parish of Calcasieu, and State of Louisiana (Assignor), in consideration of One Dollar and other good and valuable consideration paid to it by Edward C. Juarez Family Limited Partnership, a Texas limited partnership, or its assigns, whose address is 5547 N. Mesa, Suite B, El Paso, Texas 79912 (Assignee), does hereby assign, transfer, and set over to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and under that certain lease dated June 10, 2009, as amended on April 5, 2010 between Assignor, as landlord, and Dolgencorp of Texas, Inc., a Kentucky corporation, as tenant (the "Lease"), together with Assignor's rights and interest in that certain Guaranty of the Lease executed by Dollar General Corporation on June 10, 2009, concerning premises described as follows:

Dollar General Store #04227
1410 TX-254 Loop
Ranger, TX 76470
Eastland County

Assignee hereby assumes as of the date hereof all of the obligations of Assignor, as Landlord, under the Lease, to the extent that such obligations arise from and after the date hereof.

Assignor shall warrant and defend title to the Assignor's interest as Landlord in the Lease unto Assignee against the claims and demands of all persons claiming an interest therein.

This instrument may be executed in counterparts.

IN WITNESS WHEREOF, Assignor and Assignee have hereunto set their hands this ___ day of October, 2016.

EXTENSION AGREEMENT

THIS agreement ("Agreement") is entered into effective the 14th day of February, 2017, by and between Houma Dollar Partners, LLC, as Seller, and Sunland Park, LLC, a New Mexico limited liability company, assignee of Edward C. Juarez Family Limited Partnership, as Purchaser, for the purpose of extending the Closing Date under Section 6.1 of the Real Estate Sales Contract entered into on October 31, 2016, by Seller and Purchaser for the sale and purchase of certain real estate located in Ranger, Eastland County, Texas (hereafter "Sales Contract").

NOW, THEREFORE, the Seller and Purchaser agree as follows:

1. Except for the items set forth in paragraph 5.3 of the Sales Contract, Purchaser accepts the condition of the Property pursuant to Section 5.2 of the Sales Contract.

2. Pursuant to paragraph 5.3c. of the Sales Contract, Seller shall construct the block enclosure in the manner as described in the attached **Exhibit "A."**

3. Title to the Property is still a condition to the Closing and acceptance of the Property by Purchaser, as set forth in Purchaser's Objection Letter dated December 1, 2016. Closing is contingent upon all other title contingencies set forth in the Sales Contract.

4. Section 6.1 of the Sales Contract is amended to now read as follows:
"6.1 CLOSING DATE. The event of closing ("Closing") shall occur at the offices of the Title Company. The date of Closing ("Closing Date") shall be on or before twenty (20) days after the removal of all title contingencies and upon receipt of an official certified copy of the Court order described in Section 4.3(b)."

5. All terms and conditions of the Sales Contract not modified by this Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals as of the Effective Date.

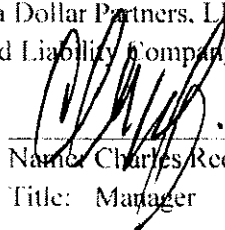
PURCHASER: SUNLAND PARK, LLC, a New Mexico limited liability company By: _____ Name: Edward C. Juarez, MD Managing Member Execution Date: February _____, 2017	SELLER: Houma Dollar Partners, LLC, a Louisiana Limited Liability Company By:  Name: Charles Reeves, Jr. Title: Manager Execution Date: February <u>14th</u> , 2017 <u>3:30 PM</u>
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Exhibit "A"

(626) 353-5597 Mobile
(213) 403-6071 Fax
www.nnequityadvisors.com

Begin forwarded message:

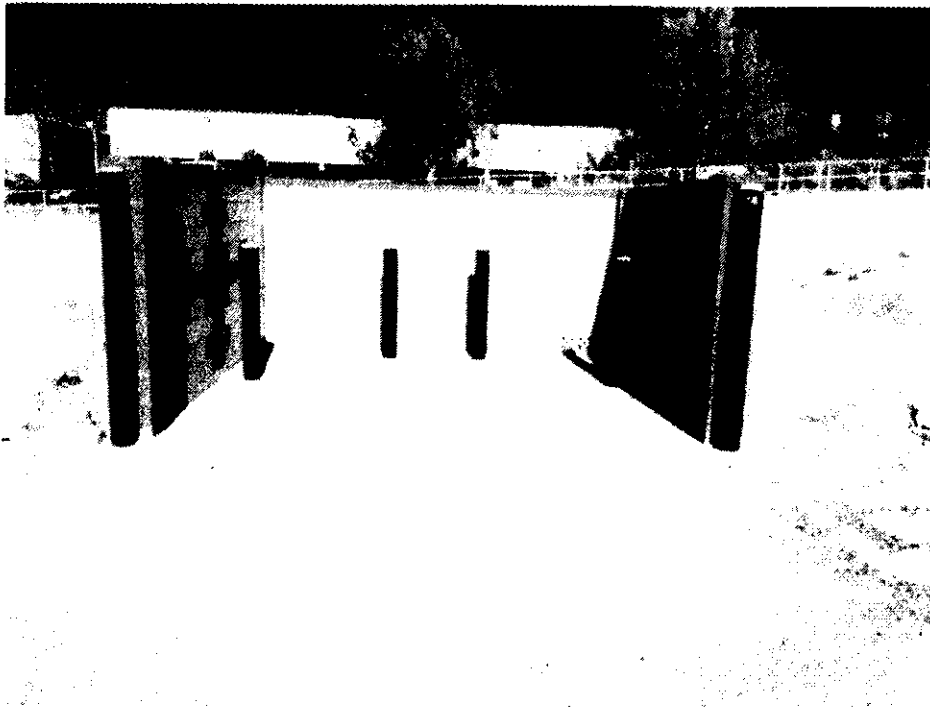
From: Phil Lindborg <phillindborg@comcast.net>
Date: February 7, 2017 at 1:58:04 PM PST
To: sumner@nnequityadvisors.com
Cc: Laurence Juarez <photoslat@msn.com>, qbischof@dcbl.net, Phil Lindborg <phillindborg@comcast.net>
Subject: Dumpster Enclosure

Summer -here is a picture of the most recent dumpster enclosure I built : block with bollards guarding the front sides and at least a couple - I think I have three guarding the back of the enclosure

I did half of the enclosure with a split face design and a cap but smooth colored block (usually block companies have two standard colors other than grey) will be fine with a cap block- you can get a standard block size that is capped which is less expensive than the decorative cap I used on the enclosed photo. This less expensive cap would be sufficient

Thanks,

Phil



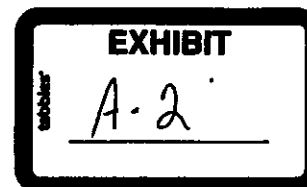
Sent from my iPhone

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2016.0.7998 / Virus Database: 4756/13946 - Release Date: 02/13/17

SCHEDULE C



GF Number: GF16-10-358

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. Company requires a legible copy of a current driver's license or other positive proof of identification of the parties to the closing.
6. **ARBITRATION:** The Owner Policy of Title Insurance (Form T-1) and the Mortgagee Policy of Title Insurance (Form T-2) contain an arbitration provision. It allows the insured or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If the insured wants to retain the right to sue the Company in case of a dispute over a claim the Insured must request deletion of the arbitration provision before the Policy is issued. The Insured may do this by signing the Deletion of Arbitration Provision form and returning it to the Company at or before the closing of the real estate transaction or by writing to the Company. (The Arbitration Provision may not be deleted on the Texas Residential Owner Policy of Title Insurance (Form T-1R)).
7. The Schedule B exception regarding "Rights of Parties in Possession" will be deleted from the Owner's Title Policy ONLY if an inspection is made and paid for which shows no parties in possession other than the purchasers. If such an inspection is not required, the purchaser must sign a Waiver of Inspection and acknowledge that he /she understand that the Owner's Title Policy will be issued subject to the rights of parties in possession.
8. This Company must follow the Rules as set out by the Texas Department of Insurance in disbursing the funds provided by the Assured and/or Insured on Schedule A of this commitment. Effective August 1, 1988, the State Board of Insurance has adopted Procedural Rule P-27 which will require that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund account. "Good Funds" is defined as (1) Cash or Wire Transfers; (2) Certified funds including certified checks and cashier checks; (3) Uncertified funds in amounts less than \$1,500.00 including checks, travelers checks, money orders and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500.00 limitation; and (4) Uncertified funds in amounts of \$1,500.00 or more, drafts, and any other item when collected by the Financial institution. For the benefit of all parties, This Company has adopted a policy that uncertified funds, in the aggregate, may not exceed the sum of \$1,500.00.

SCHEDULE C

(Continued)

GF Number: GF16-10-358

9. In accordance with Section 11.008 of the Texas Property Code, all deeds and deeds of trust transferring an interest in real property to or from an individual and disclosing that individuals social security number or dirver's license number must include the following notice on top of the first page of the instrument in 12 point bold ro uppercase font: NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AND INTEREST IN REAL PROPERTY BEFROE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.
10. Require all due and owing ad valorem taxes to be paid. Company must be provided with tax certificates from each taxing authority stating all taxes are paid up to and including the year 2016.
11. Require Affidavit of Debts and Liens to be executed by the record title holder.
12. Require Purchaser's Acceptance Affidavit and Waiver of inspection to be executed by the proposed insured.
13. Require Release of Second Lien Deed of Trust dated November 15, 2010 from HOUMA DOLLAR PARTNERS, LLC, to R. LANE ADDISON, Trustee, recorded on December 2, 2010 under Document No. 2010-003319, Official Public Records of Eastland County, Texas. Said instrument secures payment of one note of even date therewith in the original principal amount of \$32,670.00 payable to BRADY MILLER AND CHARLES BAUCUM, all as therein provided.
14. Require payment and release of MML Affidavit dated May 12, 2010 by Acme Brick for the amount of \$1753.61 and recorded under Document No. 2010-001270, Official Public Records of Eastland County, Texas.
15. Require payment and release of MML Affidavit dated May 17, 2010 by Charles Baucum, et al for the amount of \$15,853.06 and recorded under Document No. 2010-001309, Official Public Records of Eastland County, Texas.
16. Require recording of the Release of Abstract of Judgment dated June 23, 2010 in favor of TMS Environmental Austin, LLC, and recorded under Document NO. 2010-001656, Official Public Records of Eastland County, Texas, securing Judgment in Caiuse #D-IGN-09-003009 in 350th District Court of Travis County, Texas styled TMS Environmental Austin -vs- Houma Dollar Partners, LLC, et al in original principal amount of \$112,411.29 plus post judgment interest (Acquired and awaiting recording of said release)
17. Require Release and payment of Deed of Trust, Assignment of Rents & Leases dated June 19, 2009 executed by Houma Dollar Partners, LLC to Richard A. Wright, ESQ; Trustee recorded under Document No. 2009-002013, Official Public Records of Eastland County, Texas. Said instrument secures payment of one certain promissory note of even date therewith in the original principal amount of \$615,000.00 payable to Colonial Bank, all as therein provided. Said lien was assigned by FDIC as Receiver for Colonial Bank to Branch Banking and Trust Company by instrument dated August 30, 2011 and recorded under Document No. 2012-001275, Official Public Records of Eastland County, Texas.
18. Require payment and release of MML Affidavit dated June 14 2010 by Border States Electric, Inc. for the amount of \$2654.69 and recorded under Document No. 2010-001592, Official Public Records of Eastland County, Texas.
19. ATTORNEY NOTE: AS YOU ARE LIKELY AWARE AND AS I HAVE DISCOVERED IN MY EXAMINATION, HOUMA DOLLAR PARTNERS, LLC HAS FILED FOR BANKRUPTCY RELIEF IN UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF LOUISIANA IN CASE NO. 12-20649. YOU SHOULD SATISFY YOURSELF AS TO THE STATUS OF SAID CASE AND WE SPECIFICALLY MAKE NO REPRESENTATIONS OR CONCLUSIONS AS TO SAME. BRAD STEPHENSON, ATTORNEY