

2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §157; 28 U.S.C. §1334; and 11 U.S.C. §363. This is a core proceeding.

3. The assets of the estate include approximately 17.172 acres of undeveloped real estate at the intersection of Collin-McKinney Parkway and Alma road in McKinney, Texas (the “Craig Ranch Property”) more particularly described in Exhibit A attached. The sale also includes two hundred TPC social memberships at Craig Ranch.

4. Trustee desires to sell the estate’s interest in the approximate 17.172 acres of property and the two hundred TPC social memberships at Craig Ranch to Anant Patel, or his controlled affiliate, for the sum of \$7,900,000.00 cash. A copy of the contract of sale is attached as Exhibit “A.” The sale shall be free and clear of liens and encumbrances with any liens or encumbrances to attach to the proceeds of the sale, except for the liens securing the payment of all past due taxes and the pro rata share of 2017 ad valorem taxes which shall be paid at closing. In addition to normal closing costs, realtor’s commission shall be paid at closing. The gross purchase price shall be used in calculating trustee’s commission.

6. The Trustee believes the sale of the property in this manner is in the best interest of the estate and ensures the greatest return. **This proposed sale is subject to any higher and/or better cash offer from a qualified buyer.**

7. The Trustee has also received a “back-up” offer from NDN, LLC in the amount of \$7,500,000.00. A copy of the contract is attached as Exhibit “B”. In the event that the offer made by Anant Patel for \$7,900,000.00 does not close by January 31, 2018, or Patel advises the trustee that he will not close the sale by January 31, 2018, the trustee needs an order from this Court authorizing him to sell the property to NDN, LLC for \$7,500,000.00. The sale shall be free and clear of liens and encumbrances with any liens or encumbrances to attach to the

proceeds of the sale, except for the liens securing the payment of all past due taxes and the pro rata share of 2017 ad valorem taxes which shall be paid at closing. In addition to normal closing costs, realtor's commission shall be paid at closing. The gross purchase price shall be used in calculating trustee's commission.

8. The Trustee believes the sale of the property in a back-up contract in this manner is in the best interest of the estate and ensures the greatest return if the contract with Anant Patel does not close by January 31, 2018 or the trustee is advised by Patel that the sale will not close by January 31, 2018.

9. The Trustee further requests that this Court waive the fourteen (14) day stay pursuant to Rule 6004(h) and that the order authorizing the sale be effective immediately upon entry by the clerk.

For these reasons, Daniel J. Sherman, Trustee, seeks an Order from the Court authorizing:

- The sale of the real property to Anant Patel or his controlled affiliate or assigns, for the sum of \$7,900,000.00 or to a qualified buyer who presents a higher and better offer at the hearing on this motion;
- The sale of the real property to NDN, LLC for \$7,500,000.00 if no higher or better offer is presented to the Court at the hearing on this motion and the Patel contract does not close by January 31, 2018 or the trustee receives notice the Patel contract will not close by January 31, 2018.
- The use of the gross sales price in calculating Trustee's commission;
- The Trustee to pay all normal closing costs, including realtor's commission and any outstanding taxes due at the time of closing;

- The sale as free and clear of liens and encumbrances with any liens or encumbrances to attach to the proceeds of the sale;
- Any other relief the Court may deem appropriate.

Respectfully submitted,

/s/ Daniel J. Sherman
Daniel J. Sherman
State Bar No. 18241000
SHERMAN & YAQUINTO, L.L.P.
509 N. Montclair Avenue
Dallas, TX 75208-5498
214/942-5502 Fax: 214/946-7601
ATTORNEY FOR TRUSTEE

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the *Motion to Sell Property of Estate Free and Clear of Liens and Encumbrances* has been forwarded by electronic transmission or first-class mail, postage prepaid, to the United States Trustee, 1100 Commerce Street, Room 976, Dallas, TX 75242 and to those parties included on the attached Service List, on this 2nd day of November, 2017.

/s/ Daniel J. Sherman
Daniel J. Sherman

DUE TO THE SIZE OF EXHIBITS A and B, COPIES HAVE BEEN PROVIDED TO THE COURT, THE U.S. TRUSTEE and ANY PARTY RECEIVING FILINGS BY ECF. ANY PARTY WHO MAY WANT A COPY OF THE EXHIBITS MAY MAKE A REQUEST IN WRITING TO: DANIEL J. SHERMAN, SHERMAN & YAQUINTO, L.L.P., 509 N. MONTCLAIR AVENUE, DALLAS, TEXAS 75208.

5BK Consulting, LLC
5927 Warm Mist Lake
Dallas, TX 75248-3840

BBL Builders, L.P.
Nixon Jach Hubbard, PLLC
JPMorgan International Plaza III
14241 Dallas Parkway
suite 575
Dallas, TX 75254-2994

Forshey & Prostok, LLP
Attn: J. Robert Forshey
777 Main Street, Suite 1290
Fort Worth, TX 76102-5316

WholeLife Properties, LLC
817 West Daggett Avenue
Fort Worth, TX 76104-1125

5BK Consulting, LLC
Underwood Perkins, PC
Attn: Darrell Minter
5420 LBJ Freeway, Suite 1900
Dallas, TX 75240-6230

B&A Family Partnership, LP
Attn: Barney V.H. Huss
2825 Wilcrest Dr., Suite 300
Houston, TX 77042-3398

BCEGI-USA Inc.
817 W Daggett Ave
Fort Worth, TX 76104-1125

Comptroller of Public Accounts
C/O Office of the Attorney General
Bankruptcy - Collections Division MC-008
PO Box 12548
Austin TX 78711-2548

Ellis Management Company, as servicer
Attn: Billie J. Ellis
2825 Wilcrest Drive, Suite 300
Houston, Texas 77042-3391

II C.B., LP
Attn: Barney V. H. Huss
2825 Wilcrest Dr., Suite 300
Houston, TX 77042-3398

COLLIN COUNTY TAX ASSESSOR-COLLECTOR
C/O GAY MCCALL ISAACKS ET AL
777 E 15TH ST
Plano, TX 75074-5799

Wellstone Companies, LLC
c/o Quilling, Selander, Lownds et al
Attn: Christopher J. Moser
2001 Bryan Street, Suite 1800
Dallas, TX 75201-3071

Allen ISD
Linebarger Goggan Blair & Sampson, LLP
c/o Laurie A Spindler
2777 N Stemmons Frwy Ste 1000
Dallas, Texas 75207-2328

BBL Builders L.P.
c/o Anthony P. Jach
14241 Dallas Parkway, suite 575
Dallas, TX 75254-2994

City of McKinney
222 N. Tennessee St.
McKinney, TX 75069-3937

Cross Engineering Consultants
c/o Ross Wells
1700 Redbud Blvd. Ste. 300
McKinney, TX 75069-3276

Flyby, LLC
c/o Dennis Olson
10440 N Central Expwy., Suite 1100
Dallas, TX 75231-2260

Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101-7346

Flyby, LLC
Olson Nicoud & Gueck, L.L.P.
c/o Robert M. Nicoud
10440 N. Central Expwy., Suite 1100
Dallas, TX 75231-2260

Anthony P. Jach
Nixon Jach Hubbard PLLC
JPMorgan Intl Plaza III
14241 Dallas Pkwy, Ste. 575
Dallas, TX 75254-2994

BBL Builders LP
15770 North Dallas Pkwy, Ste. 300
Dallas, TX 75248-6600

Collin County Tax Assessor-Collector
PO Box 8006
McKinney, TX 75070-8006

Frisco ISD
5515 Ohio Dr.
Frisco, TX 75035-7002

James C. Mosser
2805 Dallas Parkway, Suite 222
Plano, TX 75093-8719

John Lowery
1000 West Wilshire Blvd., Ste. 348
Fort Worth, TX 76113

June A. Mann
Attorney for Ellis Management Corporatio
Mann Law Firm PLLC
5555 West Loop South, Suite 240
Bellaire, TX 77401-2125

Justin L. Malone
Lacy Lyster Malone & Steppick, PLLC
120 W. 3rd St., Ste. 350
Fort Worth, TX 76102-7413

Minna and Jeffrey Taylor
3517 Dartmouth Ave
Dallas, TX 75205-3236

REI Parties
c/o Dennis Olson
Olson Nicoud & Gueck, L.L.P.
10440 N Central Expwy., Suite 1100
Dallas TX 75231-2260

RLJT Investments, LLC
3131 McKinney Ave, Suite 215
Dallas, TX 75204-2421

Rogelio R Maese
4111 Rawlins #201
Dallas, TX 75219-3696

Ronald Rosas
2733 Milton Ave
Dallas, TX 75205-1520

SH Oilfield Equipment Co., Inc.
c/o Richard C. Labarthe
1408 Redbud Hollow
Edmond, OK 73034-9714

SH Oilfield Equipment Company, Inc.
Brockman Law, PLLC
10601 S. Western Ave., Suite 117
Oklahoma City, OK 73170-6215

Schaumburg Architects, PC
817 W Daggett Avenue
Fort Worth, TX 76104-1125

Scott F. Brockman
10601 S. Western Ave. Suite 117
Oklahoma City, OK 73170-6215

Scott F. Brockman
Ward & Glass, LLP
1821 E. Imhoff Road
Norman, OK 73071-1294

Texas Quad C. Properties
Robert Carver
2929 Mossrock, Suite 117
San Antonio, Texas 78230-5141

United States Trustee
1100 Commerce Street
Room 976
Dallas, TX 75242-0996

Daniel J. Sherman
509 N. Montclair
Dallas, TX 75208-5450

Julian Preston Vasek
Hayward & Associates PLLC
10501 N. Central Expressway
Suite 106
Dallas, TX 75231-2203

Melissa S. Hayward
Hayward & Associates PLLC
10501 N. Central Expry, Ste. 106
Dallas, TX 75231-2203

EXHIBIT A



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-2-2015

UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are Daniel J. Sherman, Bankruptcy Trustee (Seller) and Anant Patel, or his controlled affiliate (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot Approximately 17.172 Block See Exhibit A. Wholife at Craig Ranch; Lt 1 & 2, Blk A, Lt 1 & 2 Blk B, Lt 3 & 4, Blk B, Lt 1 Blk C, Lt 1, Blk Q, Lt 1 Blk R, Lt 1, Blk 5 Addition, City of McKinney, County of Collin, Texas, known as Apx. 748,012.32 SF (see plat) 75070 (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property).

3. SALES PRICE: A. Cash portion of Sales Price payable by Buyer at closing. \$ 7,900,000.00 B. Sum of all financing described in the attached: [] Third Party Financing Addendum, [] Loan Assumption Addendum, [] Seller Financing Addendum. \$ C. Sales Price(Sum of A and B) \$ 7,900,000.00

4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable:

5. EARNEST MONEY: Upon execution of contract by all parties, Buyer shall deposit \$79,000.00 as earnest money with James P. Lazar, Commonwealth Land Title Insurance Company as escrow agent, at 5949 Sherry Lane, Suite 111, Dallas, TX 75225 (address). Buyer shall deposit additional earnest money of \$21,000.00 with escrow agent within thirty two (32) days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY: A. TITLE POLICY: Seller shall furnish to Buyer at [X] Seller's [] Buyer's expense an owner's policy of title insurance (Title Policy) issued by Commonwealth Land Title Insurance Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions: (1) Restrictive covenants common to the platted subdivision in which the Property is located. (2) The standard printed exception for standby fees, taxes and assessments. (3) Liens created as part of the financing described in Paragraph 3. (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located. (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing. (6) The standard printed exception as to mineral rights. (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters. (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements: [] (i) will not be amended or deleted from the title policy; or [X] (ii) will be amended to read, "shortages in area" at the expense of [X] Buyer [] Seller. This is at Buyer's sole option and expense.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

[X] (1) Within 10 days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property

Initialed for Identification by Buyer

and Seller

TREC NO. 9-12

Contract Concerning Apx. 748,012.32 SF (see plat) McKinney, TX 75070 Page 2 of 8 11-2-2015

(Address of Property)

Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date. New survey shall be at Buyer's sole option and expense.

- (2) Within _____ days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- (3) Within _____ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (8) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) 10 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in

the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to

Initialed for identification by Buyer AB and Seller AG

Contract Concerning Apx. 748,012.32 SF (see plat) McKinney, TX 75070 Page 4 of 8 11-2-2015
 (Address of Property)



provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

- D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
 - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
 - (3) any environmental hazards that materially and adversely affect the Property;
 - (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
 - (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
 - (6) any threatened or endangered species or their habitat affecting the Property.
8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.
9. CLOSING:
- A. The closing of the sale will be on or before See Para. 11 below, See Para., or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
 - B. At closing:
 - (1) Seller shall execute and deliver a ~~general~~ ^{special} warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
10. POSSESSION:
- A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.
 - B. Leases:
 - (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
 - (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.
11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)
Closing cannot occur before the 15th day after entry of an Order by the United States Bankruptcy Court for the Northern District and MUST close no later than 20 days after entry of an Order by the United States Bankruptcy Court for the Northern District. The entry of the Order shall not be BEFORE the expiration of
12. SETTLEMENT AND OTHER EXPENSES: the Option period as stated in Paragraph 23 on page 7.
- A. The following expenses must be paid at or prior to closing:
 - (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
 - (b) Seller shall also pay an amount not to exceed \$ N/A to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

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(Address of Property)

- (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.
- 13. PRORATIONS AND ROLLBACK TAXES:**
- A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.
- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:**
- A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
- C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide

Initialed for identification by Buyer  and Seller 

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Wholesale AP

a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.

- D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at:

Anant Patel
307 Dover Heights Trail
Mansfield, TX 76063
Phone: (817)944-9151
Fax: _____
E-mail: anant345@yahoo.com

To Seller at:

Daniel J. Sherman, Bankruptcy Trustee for WholeLife Properties LLC
509 N. Montclair
Dallas, TX 75208
Phone: (214)942-5502
Fax: _____
E-mail: corky@syllip.com

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input checked="" type="checkbox"/> Other (list): <u>Exhibit A - Legal Description; Continued... See Addendum Other List of Agreement 1</u> |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | |

Contract Concerning Apx. 748,012.32 SF (see plat) McKinney, TX 75070 Page 7 of 8 11-2-2015
(Address of Property)

23. **TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 100.00 (Option Fee) within 3 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 30 days after the effective date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

24. **CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____ Seller's Attorney is: Daniel J. Sherman

Phone: _____ Phone: 214-942-5502

Fax: _____ Fax: _____

E-mail: _____ E-mail: csrky@Syllp.com

EXECUTED the _____ day of _____, _____ (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer Anant Patel, or his controlled affiliate Seller Daniel J. Sherman, Bankruptcy Trustee

Buyer Anant Seller _____

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-12. This form replaces TREC NO. 9-11.

Contract Concerning Apx. 748,012.32 SF (see plat) McKinney, TX 75070 Page 8 of 8 11-2-2015
(Address of Property)

BROKER INFORMATION

(Print name(s) only. Do not sign)

Avison Young-Dallas LLC 9002702 Candace Rubln 0265315
 Other Broker Firm License No. Listing Broker Firm License No.

represents Buyer only as Buyer's agent represents Seller and Buyer as an intermediary
 Seller as Listing Broker's subagent Seller only as Seller's agent

Robert Curtis Linn 188307 Katina Zepp 347178
 Associate's Name License No. Listing Associate's Name License No.

Licensed Supervisor of Associate License No. Licensed Supervisor of Listing Associate License No.

5910 N Central Expressway
Suite 800
 Other Broker's Address Fax Listing Broker's Office Address Fax

Dallas TX 75206
 City State Zip City State Zip

curt.linn@avisonyoung.com (214)533-1030
 Associate's Email Address Phone Listing Associate's Email Address Phone

Selling Associate's Name License No.

Licensed Supervisor of Selling Associate License No.

Selling Associate's Office Address Fax

City State Zip

Selling Associate's Email Address Phone

Listing Broker has agreed to pay Other Broker per listing of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.

Seller or Listing Broker _____ Date _____

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of Contract and \$ _____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent: James P. Lazar Date: _____

By: _____ j Lazar@jameslazar.com
James P. Lazar, Commonwealth Land Title Insurance Company Email Address

Commonwealth Land Title, 5949 Sherry Lane, Ste 111 Phone: (214)373-6100
 Address

Dallas TX 75225 Fax: (214)987-4202
 City State Zip

ADDENDUM

PROPERTY: Apx. 748,012.32 SF (see plat), McKinney, TX 75070

1) Other List of Agreement

Addendum E - Additional Provisions & Information on Brokerage Services

Lined area for text entry, currently blank.

Date: 10/18/2017

Signature *Branch*

Date: _____

Signature _____

Date: 10/18/17

Signature *Alaxel Johnson*

Date: _____

Signature _____

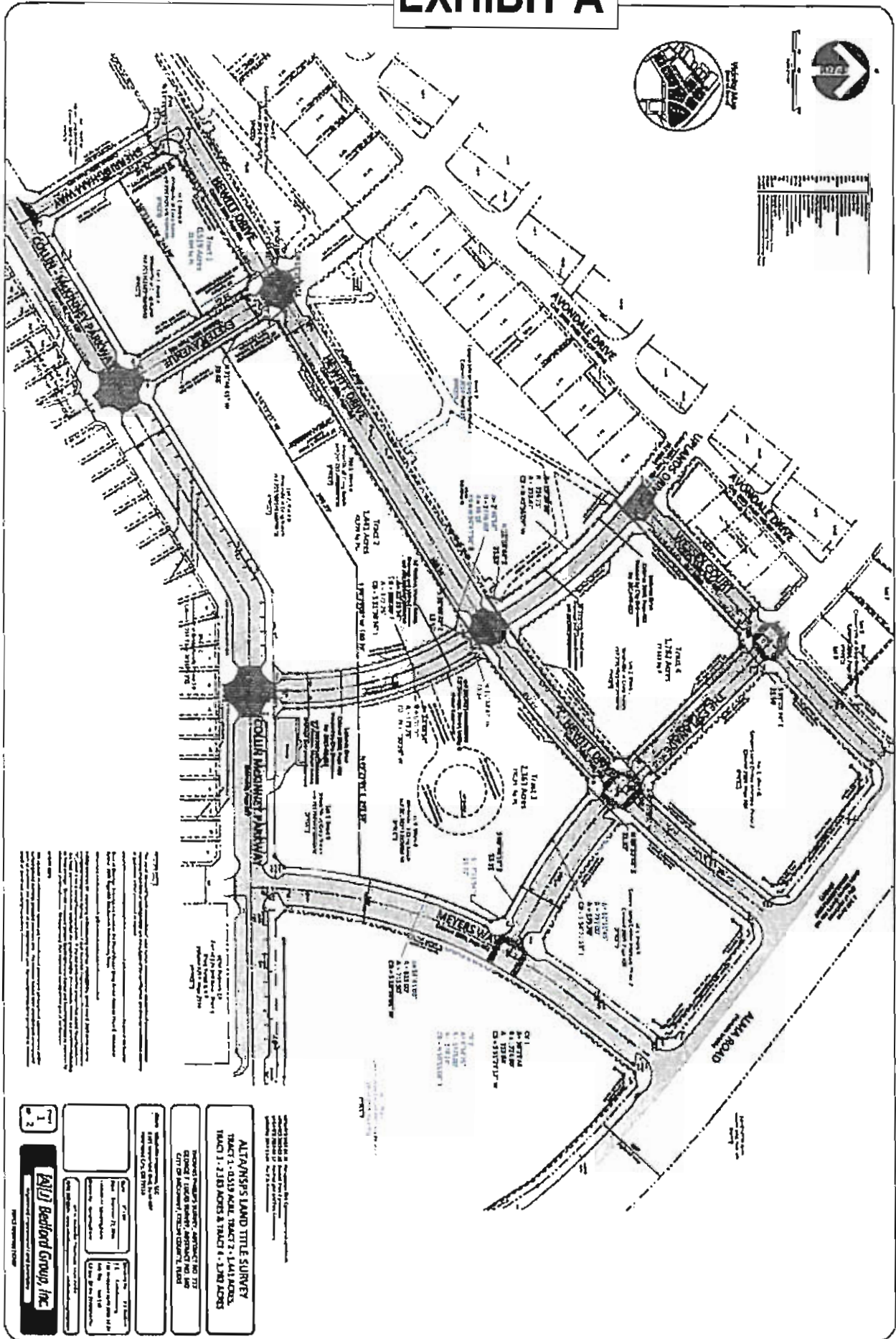
Addendum

Candace Rubin Real Estate

**NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®
EXHIBIT "A" TO COMMERCIAL CONTRACT OF SALE
LEGAL DESCRIPTION**

Property address or description: Apx. 748,012.32 SF (see plat), McKinney, TX 75070
See attached surveys

EXHIBIT A



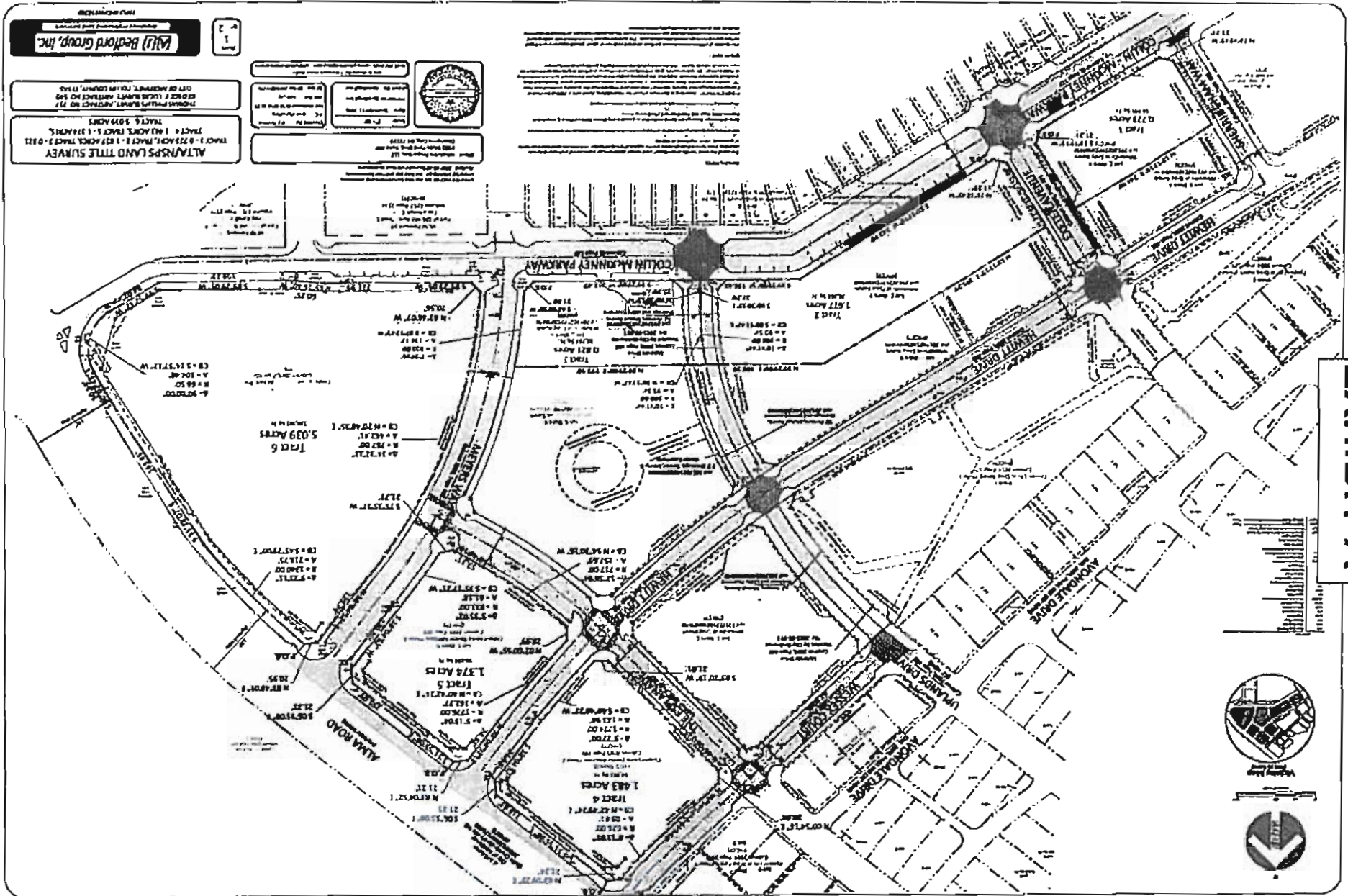


EXHIBIT A

Candace Rubln Real Estate

**NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®
ADDENDUM E TO COMMERCIAL CONTRACT OF SALE
ADDITIONAL PROVISIONS**

Property address or description: Apx. 748,012.32 SF (see plat), McKinney, TX 75070
See attached surveys

- 1.) This contract is subject to Bankruptcy Court approval and higher and better offers until there is a final order of the Bankruptcy Court approving the sale of the property.
In the event that the Bankruptcy Court approves an offer higher than this offer or any other offer by this Purchaser, the bankruptcy trustee agrees to ask the Court to authorize the trustee to reimburse this Purchaser from the sales proceeds in an amount not to exceed \$25,000 for expenses incurred preparing its due diligence reports during the inspection time. If the Court grants such request, Purchaser must deliver to the trustee and any subsequent Purchaser with the higher and better offer, copies of all due diligence materials for which it seeks reimbursement.**
- 2.) There is a risk the Court will not grant the trustee's request.
In the event that the Court approves another offer, then all of the Earnest Money shall be immediately returned to Purchaser upon demand. Any expense reimbursement granted by the Court shall be paid upon closing and funding of the sale from the higher and better offer.**
- 3.) "AS IS" Clause. Purchaser(s) acknowledges and agrees that Seller is selling the Property and Purchaser is purchasing the Property "AS IS, WHERE IS" with no representations or warranties, express or implied, whatsoever, except the Warranty of Title to be contained in the deed. During the inspection period Purchaser shall have the right to conduct all the tests, investigations, studies and inspections they desire, including but not limited to environmental, hazardous materials, zoning, engineering, masonry, glass, roof, plumbing, structural, electrical, termites, etc., as to the building(s), if any, on the property. By proceeding with the Closing, Purchaser shall be deemed to have acknowledged their full satisfaction with the results of all such tests, etc. and shall forever release and discharge Seller, his successors and assigns for any liability or responsibility with respect to the Property and all parts thereof.**
- 4.) Closing cannot occur before the 15th day after entry of an Order by the United States Bankruptcy Court for the Northern District and MUST close no later than 20 days after entry of an Order by the United States Bankruptcy Court for the Northern District. The entry of the Order shall not be BEFORE the expiration of the Option period as stated in Paragraph 23 on page 7.**
- 5.) In the event the Seller is able to Close prior to December 31, 2017, but Purchaser requests an additional 30 days to close, the Purchaser must deposit with Title Company an additional \$79,000 earnest money (in addition to the \$100,000 previously deposited earnest money.) All Earnest Money shall be released to Seller immediately by Title Company. All released Earnest Money shall be non-refundable but applicable to Purchase Price.**
- 6.) Recap: Purchase price is \$7,900,000
Earnest Money: \$79,000 upon contract execution (refundable for 30 day feasibility period)
Add'l Earnest Money: \$21,000 non-refundable to be deposited on day 32 after contract execution
Purchaser's Option to extend closing: Additional \$79,000 non-refundable earnest money to be deposited for 30 day closing extension (a total of \$179,000 non-refundable earnest money to be released to Seller)**
- 7.) In no event shall Purchaser extend closing later than 1/31/2018.**

Candace Rubln Real Estate

11/2/2015



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - o that the owner will accept a price less than the written asking price;
 - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - o any coincidental information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Candace Rubln	0265315	candace@candacerubin.com	(214)522-8811
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Candace Rubln	0265315	candace@candacerubin.com	(214)522-8811
Designated Broker of Firm	License No.	Email	Phone
Katina Zepp		katina@katinazepp.com	(214)876-3709
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
_____ Sales Agent/Associate's Name	_____ License No.	_____ Email	_____ Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov
IABS 1-0

EXHIBIT B



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-2-2015

UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are Daniel J. Sherman, Bankruptcy Trustee (Seller) and NDN LLC and/or assigns (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot Approximately 17.172, Block See attached surveys, Wholelife at Craig Ranch; Lt 1 & 2, Blk A, Lt 1 & 2 Blk B, Lt 3 & 4, Blk B, Lt 1 Blk C, Lt 1, Blk Q, Lt 1 Blk R, Lt 1, Blk 5 Addition, City of McKinney, County of Collin, Texas, known as Apx. 748,012.32 SF (see plat) 75070 (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property).

3. SALES PRICE: A. Cash portion of Sales Price payable by Buyer at closing. \$ 7,500,000.00 B. Sum of all financing described in the attached: [] Third Party Financing Addendum, [] Loan Assumption Addendum, [] Seller Financing Addendum. \$ C. Sales Price(Sum of A and B) \$ 7,500,000.00

4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable:

5. EARNEST MONEY: Upon execution of contract by all parties, Buyer shall deposit \$ 300,000.00 (see Add. E #5) as earnest money with James P. Lazar, Commonwealth Land Title Insurance Company as escrow agent, at 5949 Sherry Lane, Suite 111, Dallas, Texas 75225 (address). Buyer shall deposit additional earnest money of \$ with escrow agent within days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY: A. TITLE POLICY: Seller shall furnish to Buyer at [X] Seller's [] Buyer's expense an owner's policy of title insurance (Title Policy) issued by Commonwealth Land Title Insurance Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions: (1) Restrictive covenants common to the platted subdivision in which the Property is located. (2) The standard printed exception for standby fees, taxes and assessments. (3) Liens created as part of the financing described in Paragraph 3. (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located. (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing. (6) The standard printed exception as to marital rights. (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters. (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements: [] (i) will not be amended or deleted from the title policy; or [X] (ii) will be amended to read, "shortages in area" at the expense of [X] Buyer [] Seller.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only) [X] (1) Within 10 days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property

Initialed for identification by Buyer and Seller

TREC NO. 9-12

Contract Concerning **Apx. 748,012.32 SF (see plat)** **McKinney, TX 75070** Page 2 of 8 11-2-2015
(Address of Property)

Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.

- (2) Within _____ days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- (3) Within _____ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (8) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) 10 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under ~~§5.014~~ Texas Property Code, that the Property may now or later be included in

Initialed for identification by Buyer 

and Seller _____

(Address of Property)

the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

- (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to

Initialed for identification by Buyer  and Seller _____

Contract Concerning Apx. 748,012.32 SF (see plat) McKinney, TX 75070 Page 4 of 8 11-2-2015
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provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

- D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
 - (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
 - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
 - (3) any environmental hazards that materially and adversely affect the Property;
 - (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
 - (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
 - (6) any threatened or endangered species or their habitat affecting the Property.

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. **CLOSING:**

A. The closing of the sale will be on or before See Para. 11 below, See Para., or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. **POSSESSION:**

A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

B. Leases:

- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

Closing cannot occur before the 15th day after entry of an Order by the United States Bankruptcy Court for the Northern District and MUST close no later than 20 days after entry of an Order by the United States Bankruptcy Court for the Northern District.

12. **SETTLEMENT AND OTHER EXPENSES:**


A. The following expenses must be paid at or prior to closing:

- (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
 - (b) Seller shall also pay an amount not to exceed \$ N/A to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

Initialed for identification by Buyer [Signature] and Seller _____

Contract Concerning Apx. 748,012.32 SF (see plat) McKinney, TX 75070 Page 5 of 8 11-2-2015
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- (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.
- 13. PRORATIONS AND ROLLBACK TAXES:**
- A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.
- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:**
- A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
- C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide

Initialed for identification by Buyer  and Seller _____

TREC NO. 9-12

Contract Concerning Apx. 748,012.32 SF (see plat) McKinney, TX 75070 Page 6 of 8 11-2-2015
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a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.

- D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at:


NDN LLC
990 Security Row, Suite 102
Richardson, TX 75081
Phone: **(972)757-1555**
Fax:
E-mail: **jil@mactronix.com**

To Seller at:

Daniel J. Sherman, Bankruptcy Trustee for WholeLife Properties LLC
509 N. Montclair
Dallas, TX 75208
Phone: **(214)942-5502**
Fax:
E-mail: **corky@syllp.com**

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input checked="" type="checkbox"/> Other (list): Exhibit A - Legal Description; Continued... See Addendum Other List of Agreement 1 |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | |

Initialed for identification by Buyer  and Seller _____
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Contract Concerning Apx. 748,012.32 SF (see plat) McKinney, TX 75070 Page 7 of 8 11-2-2015
(Address of Property)

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ See Addendum E #5 (Option Fee) within 3 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 30 days after the effective date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____ Seller's Attorney is: _____

Phone: _____ Phone: _____

Fax: _____ Fax: _____

E-mail: _____ E-mail: _____

**EXECUTED the _____ day of _____, _____ (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

DocuSigned by:

Buyer 8172C988FE491... 10/30/2017 Seller
NDN LLC and/or assigns **Daniel J. Sherman, Bankruptcy Trustee**

Buyer _____ Seller _____

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-12. This form replaces TREC NO. 9-11.

Contract Concerning **Apx. 748,012.32 SF (see plat)** **McKinney, TX 75070** Page 8 of 8 11-2-2015
 (Address of Property)

BROKER INFORMATION

(Print name(s) only. Do not sign)

Wicker & Associates **318213** **Candace Rubin** **0265315**
 Other Broker Firm License No. Listing Broker Firm License No.

represents Buyer only as Buyer's agent represents Seller and Buyer as an intermediary
 Seller as Listing Broker's subagent Seller only as Seller's agent

Cooper Eddy **630096** **Katina Zepp** **347178**
 Associate's Name License No. Listing Associate's Name License No.

Licensed Supervisor of Associate License No. Licensed Supervisor of Listing Associate License No.

Other Broker's Address Fax Listing Broker's Office Address Fax

City State Zip City State Zip

Associate's Email Address Phone Listing Associate's Email Address Phone

Selling Associate's Name License No.

Licensed Supervisor of Selling Associate License No.

Selling Associate's Office Address Fax

City State Zip

Selling Associate's Email Address Phone

Listing Broker has agreed to pay Other Broker per listing of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.

Seller or Listing Broker _____ Date _____

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of Contract and \$ _____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent: **James P. Lazar** Date: _____

By: _____ **jlazar@jameslazar.com**
James P. Lazar Email Address

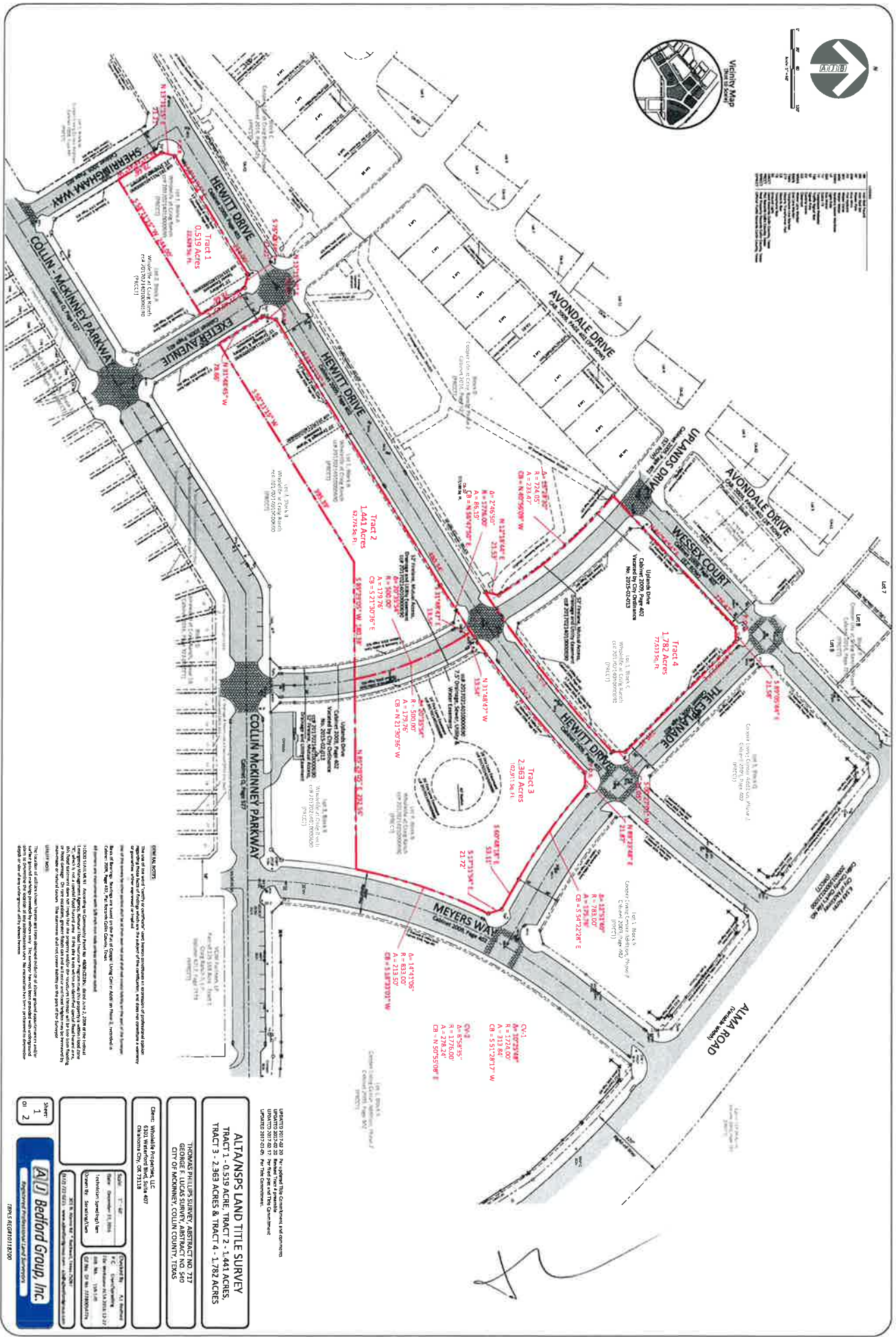
Commonwealth Land Title, 5949 Sherry Lane, Ste 111 Phone: **(214)373-6100**
 Address

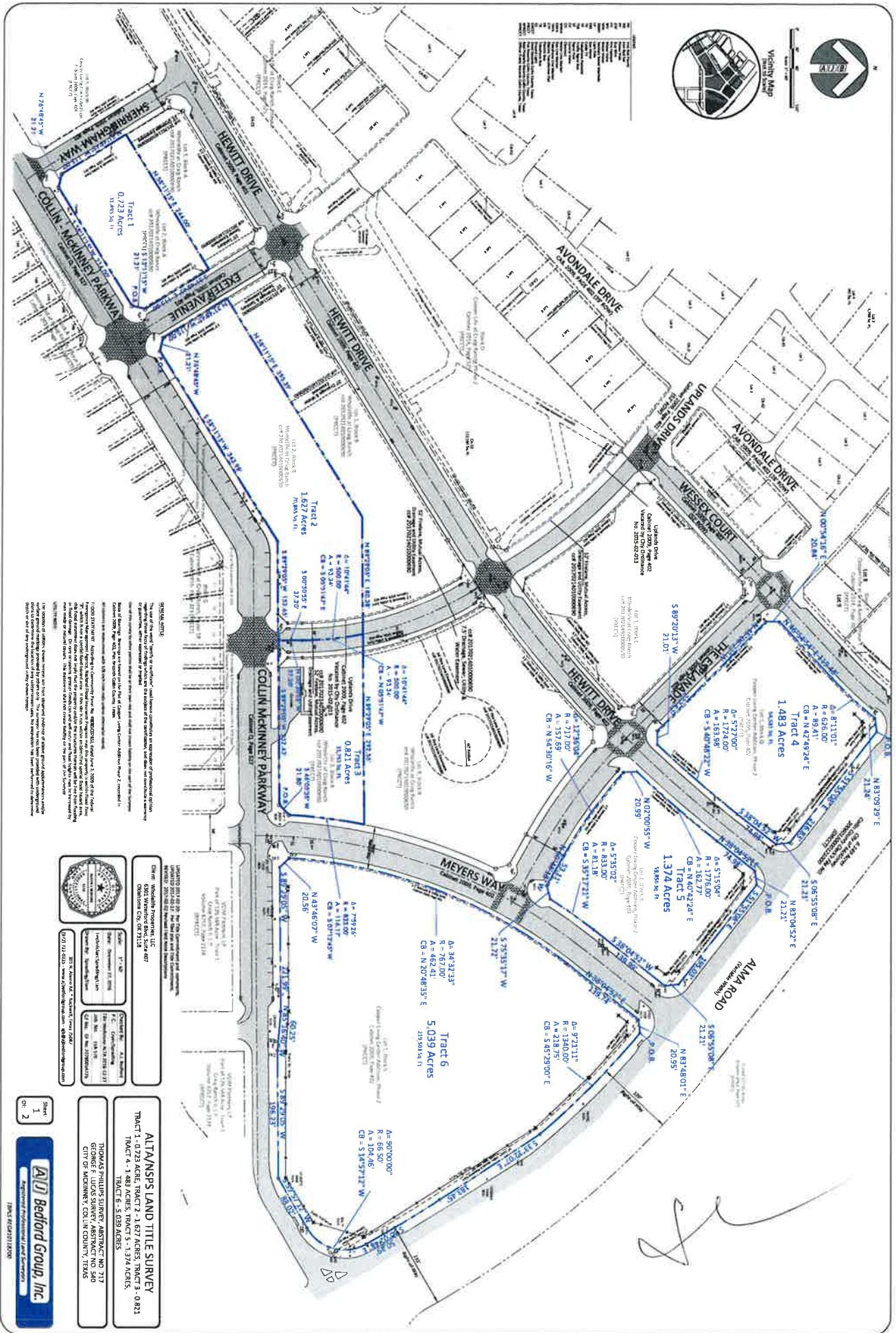
Dallas **TX** **75205** Fax: **(214)987-4202**
 City State Zip

Candace Rubin Real Estate

**NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®
EXHIBIT "A" TO COMMERCIAL CONTRACT OF SALE
LEGAL DESCRIPTION**

Property address or description: Apx. 748,012.32 SF (see plat), McKinney, TX 75070
See attached surveys





Candace Rubin Real Estate

**NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®
ADDENDUM E TO COMMERCIAL CONTRACT OF SALE
ADDITIONAL PROVISIONS**

Property address or description: Apx. 748,012.32 SF (see plat), McKinney, TX 75070

See attached surveys

1.) This contract is subject to Bankruptcy Court approval and higher and better offers until there is a final order of the Bankruptcy Court approving the sale of the property.

In the event that the Bankruptcy Court approves an offer higher than this offer or any other offer by this Purchaser, the bankruptcy trustee agrees to ask the Court to authorize the trustee to reimburse this Purchaser from the sales proceeds in an amount not to exceed \$25,000 for expenses incurred preparing its due diligence reports during the inspection time. If the Court grants such request, Purchaser must deliver to the trustee and any subsequent Purchaser with the higher and better offer, copies of all due diligence materials for which it seeks reimbursement.

2.) There is a risk the Court will not grant the trustee's request.

In the event that the Court approves another offer, then all of the Earnest Money shall be immediately returned to Purchaser upon demand. Any expense reimbursement granted by the Court shall be paid upon closing and funding of the sale from the higher and better offer.

3.) "AS IS" Clause. Purchaser(s) acknowledges and agrees that Seller is selling the Property and Purchaser is purchasing the Property "AS IS, WHERE IS" with no representations or warranties, express or implied, whatsoever, except the Warranty of Title to be contained in the deed. During the inspection period Purchaser shall have the right to conduct all the tests, investigations, studies and inspections they desire, including but not limited to environmental, hazardous materials, zoning, engineering, masonry, glass, roof, plumbing, structural, electrical, termites, etc., as to the building(s), if any, on the property. By proceeding with the Closing, Purchaser shall be deemed to have acknowledged their full satisfaction with the results of all such tests, etc. and shall forever release and discharge Seller, his successors and assigns for any liability or responsibility with respect to the Property and all parts thereof.

4.) Closing cannot occur before the 15th day after entry of an Order by the United States Bankruptcy Court for the Northern District and MUST close no later than 20 days after entry of an Order by the United States Bankruptcy Court for the Northern District.

5.) Recap:

Purchase Price: \$7,500,000

Earnest Money: \$300,000 to be non-refundable upon execution and deposit with title company, released to Seller on 31st day after execution. All earnest money shall be applicable to purchase price.

Due Diligence Period: 30 days

Closing: As allowed in #4 above



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ADDENDUM E

Candace Rubin Real Estate

11/2/2015



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A BROKER is responsible for all brokerage activities...
A SALES AGENT must be sponsored by a broker...

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others...
Inform the client of any material information...
Answer the client's questions...
Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner...

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement...

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction...

- Must treat all parties to the transaction impartially and fairly;
May, with the parties' written consent, appoint a different license holder...
Must not, unless specifically authorized in writing to do so by the party, disclose:
- that the owner will accept a price less than the written asking price;
- that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
- any coincidental information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer...

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services.

Table with 4 columns: Name, License No., Email, Phone. Rows include Candace Rubin (Licensed Broker), Candace Rubin (Designated Broker of Firm), Katina Zepp (Licensed Supervisor of Sales Agent/Associate), and Sales Agent/Associate's Name (with signature).

Buyer/Tenant/Seller/Landlord Initials: 10/30/2017

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov IABS 1-0