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

IN THE UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

IN RE: §

S CASE NO. 16-42274-MXM-11

WHOLELIFE PROPERTIES, LLC.

§ CHAPTER 11

Debtor. §

TRUSTEE'S MOTION TO SELL REAL PROPERTY OF ESTATE FREE AND CLEAR OF LIENS AND ENCUMBRANCES

§

ANY PARTY WISHING TO RESPOND TO THIS PLEADING MUST FILE THE RESPONSE WITH THE U.S. BANKRUPTCY CLERK, 1100 COMMERCE STREET, ROOM 1254, DALLAS, TX 75242, AND SERVE A COPY ON THE TRUSTEE AT 509 N. MONTCLAIR AVENUE, DALLAS, TX 75208, WITHIN 24 DAYS OF THE SERVICE OF THIS PLEADING. IF A RESPONSE IS FILED AND SERVED TIMELY, A HEARING ON THE RESPONSE WILL BE SCHEDULED WITH A NOTICE TO THE RESPONDING PARTY ONLY.

IF NO RESPONSE IS FILED AND TIMELY SERVED ON THE TRUSTEE, THE COURT MAY DEEM THE RELIEF REQUESTED UNOPPOSED AND MAY ENTER AN ORDER GRANTING THE RELIEF REQUESTED WITHOUT FURTHER NOTICE TO ANY PARTY.

TO THE HONORABLE MARK X. MULLIN, U.S. BANKRUPTCY JUDGE:

Daniel J. Sherman, Trustee, files this motion to sell real property of the estate free and clear of liens and encumbrances with any liens and encumbrances to attach to the proceeds of sale and in support, respectfully shows the Court the following:

1. The Debtor filed this Chapter 11 petition on June 7, 2016. On June 20, 2016 this Court approved the appointment of Daniel J. Sherman as the Chapter 11 Trustee for the Debtor's estate.

TRUSTEE'S MOTION TO SELL PROPERTY OF ESTATE FREE AND CLEAR OF LIENS AND ENCUMBRANCES

- 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.

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

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, Siute 300 Houston, Texas 77042-3391

II C.B., LP Attn: Barney V. H. Huss 2825 Wilcrest Dr., Suite 300 Houston, TX 77042-3398 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 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 Case 16-42274-mxm11 Doc 170 Filed 11/02/17 Entered 11/02/17 18:00:20 Page 6 of 40

1000 West Wilshire Blvd., Ste. 348 Attorney for Ellis Management Corporatio Mann Law Firm PLLC Fort Worth, TX 76113

5555 West Loop South, Suite 240

Bellaire, TX 77401-2125

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

120 W. 3rd St., Ste. 350

Fort Worth, TX 76102-7413

Lacy Lyster Malone & Steppick, PLLC

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

Minna and Jeffrey Taylor

3517 Dartmouth Ave

Dallas, TX 75205-3236

Ronald Rosas 2733 Milton Ave Dallas, TX 75205-1520

Schaumburg Architects, PC

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

817 W Daggett Avenue Fort Worth, TX 76104-1125 10601 S. Western Ave., Suite 117 Oklahoma City, OK 73170-6215

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)

LINIMPROVED PROPERTY CONTRACT

COOK TATAS	NOTICE: Not For Use For Condominium Transactions
	NOTICE, NOT FOLUSE FOL CONDOMINADIT TRANSBURGIES
1.	PARTIES: The parties to this contract are <u>Daniel J. Sherman, Bankruptcy Trustee</u> (Seller)
	and Anant Patel, or his controlled affilliate (Buyer). Seller agrees
2	to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
۷.	PROPERTY: Lot Approximately 17.172 Block See Exhibit A Wholelife at Craig Ranch; Lt 1 & 2, Bik A, Lt 1 & 2 Bik B, Lt 3 & 4, Bik B, Lt 1 Bik C, Lt 1, Bik Q, Lt 1 Bik R, Lt 1, Bik S Addition,
	City of McKinney County of Collin
	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).
J.	SALES PRICE: A. Cash portion of Sales Price payable by Buyer at closing
	B. Sum of all financing described in the attached: Third Party Financing Addendum,
	Loan Assumption Addendum, Selter Financing Addendum\$
	C. Sales Price(Sum of A and B)
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
	(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 <u>Commonwealth Land Title Insurance Company</u> (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, texes 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 mental 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, Selter 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 eamest 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)
	(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

Irridated for Identification by Buyer

Candace Rubin Real Estate 4954 McKlaney Avenue #203 Dallas, TX 75204

Candace Nubin Candece Rub'n

and Seller

Fax

TREC NO. 9-12

11-2-2015

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 falls
to furnish the existing survey or affidavit within the time prescribed	l, Bu ye r shall
obtain a new survey at Seller's expense no later than 3 days prior to C	closing Date. If
the existing survey or affidavit is not acceptable to Title Company or Buyer's shall obtain a new survey at Seller's 🔀 Buyer's expanse no later than 3 days	
Date. New survey shall be at Buyer's sole option and expense.	phor to closing
(2) Within days efter the effective date of this contract, Buyer shell obta	
at Buyer's expense. Buyer is deemed to receive the survey on the date of a the date specified in this paragraph, whichever is earlier.	ctual receipt or
(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 encumbed disclosed on the survey other than Items 6A(1) through (7) above; or disclosed on the survey other than Items 6A(1) through (7) above; or disclosed on the survey other than Items 6A(1) through (7) above; or disclosed on the survey other than Items 6A(1) through (7) above; or disclosed on the survey other than Items 6A(1) through (7) above; or disclosed on the survey other than Items 6A(1) through (7) above; or disclosed on the survey other than Items 6A(1) through (7) above; or disclosed on the survey other than Items 6A(1) through (7) above; or disclosed on the survey other than Items 6A(1) through (7) above; or disclosed on the survey other than Items 6A(1) through (7) above; or disclosed on the survey other than Items 6A(1) through (7) above; or disclosed on the survey other than Items 6A(1) through (7) above; or disclosed on the survey other than Items 6A(1) through (7) above; or disclosed on the survey other than Items 6A(1) through (7) above; or disclosed on the survey of t	
Commitment other than items 6A(1) through (8) above; (ii) any portion of the P	
a special flood hazard area (Zone V or A) as shown on the current Federal	eral 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)	uyer receives the
Commitment, Exception Documents, and the survey. Buyer's failure to object	
allowed will constitute e waiver of Buyer's right to object; except that the	requirements in
Schedule C of the Commitment are not waived. Provided Seller is not obligate expense, Seller shall cure the timely objections of Buyer or any third party lender	
efter Selier receives the objections and the Closing Date will be extended as	
objections are not cured within such 15 day period, this contract will terminate a	
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 ti	itle covering the
Property examined by an attorney of Buyer's selection, or Buyer should be fu	ırnıshed with or
obtain a Title Policy. If a Title Policy is furnished, the Commitment shou reviewed by an attorney of Buyer's choice due to the time limitations on l	old be promptly
object.	buyers right to
(2) MÉMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property X is	
mandatory membership in a property owners association(s). If the Property mandatory membership in a property owners association(s), Seller notifies	
§5.012. Texas Property Code, that, as a purchaser of property in the reside	entlal community
Identified in Paragraph 2 in which the Property is located, you ere obligated to	
of the property owners association(s). Restrictive covenants governing occupancy of the Property and all dedicatory instruments governing the	the use and 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, restrictive covenants and dedicatory instruments may be obtained from the	
You are obligated to pay assessments to the property owners asses	ciation(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 foreclosure of the Property.	on and the
Section 207,003, Property Code, entitles an owner to receive copies of any	document that
governs the establishment, maintenance, or operation of e subdivision, inc	cluding, but not
limited to, restrictions, bylaws, rules and regulations, and a resale certificate owners' association. A resale certificate contains information including, but	not limited to.
statements specifying the amount end frequency of regular assessments and	the style and
cause number of lawsuits to which the property owners' association is a p lawsuits relating to unpaid ad valorem taxes of an individual member of	arty, other than
These documents must be made evaliable to you by the property owners' as	sociation or the
association's agent on your request.	
If Buyer is concerned about these matters, the TREC promulgated Property Subject to Mandatory Membership in a Property Owner	Addenoum for rs Association
should be used.	
(3) STATUTORY TAX DISTRICTS: If the Property is situeted in a utility or created district providing water, sewer, drainage, or flood control facilities	other statutorily
Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sli	gn the statutory
notice relating to the tax rate, bonded indebtedness, or standby fee of the	
final execution of this contract. (4) TIDE WATERS: If the Property abuts the tidally Influenced waters of the	state. 633 135
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	v. Seller notifies
Buyer under \$5.011, Texas Property Code, that the Property may now or late	r be included in

Contract Concerning Apx. 748,012.32 SF (see plat) McKinney, TX 75070 Page 3 of 8 11-2-2015

(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 axtraterritorial 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 servica 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 annuelly 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 Agriculturel 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 propose 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 take, constructed and mainteined under Chapter 11, Water Code, that has a storage capacity of et least 5,000 acre-feet at the impoundment's normal operating tavel, 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 egents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and ticensed 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 warrantles 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)
- X (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 treetments:

(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 and Seller Produced with zipForm® by zipLog x 18070 Fitnern Mile Road Paser. Michigan 48026 www.zipLog x com

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Contract Concerning	Apx. 748,012.32 SF (see plat)	McKinney, TX 75070	Page 4 of 8	11-2-2015
		ress 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 habital 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:
 - 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:
 - 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 egreements.
- 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 walved, 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 Peragraph 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) Seiler and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loen 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 regulred 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 promulgeted 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 tiens, including prepayment penelties and recording fees; release of Seller's loan liability; tax statements or cartificates; 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 and Seller and Seller Produced with 25 or one by 21pLogix 18070 Fifteen Male Road Page Michigan 48028 www.zinl.onix.com

TREC NO. 9-12

Contract Concerning Apx. 748,012.32 SF (see plat) McKinney, TX 75070 Page 5 of 8 11-2-2015 (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 emount prorated at closing, the parties shall adjust the prorations when lax statements for the current year ere 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 Selter'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 carner, and receive credit from Sellar at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of eny other obligations of Seller under this
- 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 liquideted 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 aqually. 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 attornay'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 axcess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all partles, (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 ascrow agent may send a ralease 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 and Seller Produced with appropriate by applogra 18070 Fifteen Mile Road Fraser, Michigan 48026 www.toplogra.com and Seller

	/DDPATVI			
the demand from the other party within	n. If escrow agent does not receive written objection to			
	luced by the amount of unpaid expenses incurred on money and escrow agent may pay the same to the			
creditors. If escrow egent complles with	the provisions of this paragraph, each party hereby			
releases escrow agent from all adverse claims D. DAMAGES: Any party who wrongfully falls	related to the disbursal of the eamest money. or refuses to sign a release ecceptable to the escrow			
agent within 7 days of receipt of the rec	quest will be liable to the other party for (i) damages;			
(ii) the earnest money; (iii) reasonable attorney				
Notice of objection to the demand will be deem	effective when sent in compliance with Paragraph 21. ned effective upon receipt by escrow agent.			
closing. If any representation of Seller in this	sentations and warrantles in this contract survive contract is untrue on the Closing Date, Seller will be written agreement, Seller may continue to show the p offers.			
Seller fails to deliver an affidavit to Buyer t withhold from the sales proceeds an amou deliver the same to the Internal Revenue	a "foreign person," as defined by applicable law, or if that Seller is not a "foreign person," then Buyer shall unt sufficient to comply with applicable tax law and Service together with appropriate tax forms. Internal written reports if currency in excess of specified			
 NOTICES: All notices from one party to the to, hand-delivered at, or transmitted by fax or elect 	other must be in writing and are effective when mailed ronlc transmission as follows:			
To Buyer at:	To Seller at:			
Anant Patel 07 Dover Heights Trail	Oanlei J. Sherman, Bankrutcy Trustee for WholeLife Properties LLC 509 N. Montclair			
Mansfield, TX 78063	Dallas, TX 75208			
Phone: (817)944-9151	Phone: (214)942-5502			
ax:	Fax:			
ax:	Fax: E-mail: corky@syllp.com			
Fax:	E-mail: corky@sylip.com contains the entire agreement of the parties and			
Fax:	E-mail: corky@svilp.com contains the entire agreement of the parties and agreement. Addends which are a part of this contract			
E-mail: anant345(@yahoo.com 22. AGREEMENT OF PARTIES: This contract cannot be changed except by their written are (check all applicable boxes): Third Party Financing Addendum	E-mail: corky@svilp.com contains the entire agreement of the parties and agreement. Addends which are a part of this contract			
E-mail: anant345(Byahoo.com 22. AGREEMENT OF PARTIES: This contract cannot be changed except by their written are (check all applicable boxes): Third Party Financing Addendum Seller Financing Addendum	E-mail: corky@syllp.com contains the entire agreement of the parties and agreement. Addends which are a part of this contract Addendum for Coastal Area Property Environmental Assessment, Threatened or Endangerad Species and Wetlands			
E-mail: anant345@yahoo.com 22. AGREEMENT OF PARTIES: This contract cannot be changed except by their written are (check all applicable boxes): Third Party Financing Addendum Seller Financing Addendum Addendum for Property Subject to	E-mail: corky@syllp.com contains the entire agreement of the parties and agreement. Addends which are a part of this contract Addendum for Coastal Area Property Environmental Assessment, Threatened or			
E-mail: anant345(Byahoo.com 22. AGREEMENT OF PARTIES: This contract cannot be changed except by their written are (check all applicable boxes): Third Party Financing Addendum Seller Financing Addendum	E-mail: corky@syllp.com contains the entire agreement of the parties and agreement. Addenda which are a part of this contract Addendum for Coastal Area Property Environmental Assessment, Threatened or Endangerad Species and Wetlands Addendum Addendum for Property Located Seaward			
E-mail: anant345@yahoo.com 22. AGREEMENT OF PARTIES: This contract cannot be changed except by their written are (check all applicable boxes): Third Party Financing Addendum Seller Financing Addendum Addendum for Property Subject to Mandatory Membership in a Property	E-mail: corky@sylip.com contains the entire agreement of the parties and agreement. Addends which are a part of this contract Addendum for Coastal Area Property Environmental Assessment, Threatened or Endangerad Species and Wetlands Addendum Addendum for Property Located Seaward of the Gulf Intracoastal Waterway			
E-mail: anant345@yahoo.com 22. AGREEMENT OF PARTIES: This contract cannot be changed except by their written are (check all applicable boxes): Third Party Financing Addendum Seller Financing Addendum Addendum for Property Subject to Mandatory Membership in a Property Owners Association	E-mail: corky@syllp.com contains the entire agreement of the parties and agreement. Addenda which are a part of this contract Addendum for Coastal Area Property Environmental Assessment, Threatened or Endangerad Species and Wetlands Addendum Addendum for Property Located Seaward			
E-mail: anant345@yahoo.com 22. AGREEMENT OF PARTIES: This contract cannot be changed except by their written are (check all applicable boxes): Third Party Financing Addendum Seller Financing Addendum Addendum for Property Subject to Mandatory Membership in a Property Owners Association Buyer's Temporary Residential Lease Seller's Temporary Residential Lease	E-mail: corky@svlip.com contains the entire agreement of the parties and agreement. Addends which are a part of this contract Addendum for Coastal Area Property Environmental Assessment, Threatened or Endangerad Species and Wetlands Addendum Addendum for Property Located Seaward of the Gulf Intracoastal Waterway Addendum for Sale of Other Property by Buyer			
E-mail: anant345@yahoo.com 22. AGREEMENT OF PARTIES: This contract cannot be changed except by their written are (check all applicable boxes): Third Party Financing Addendum Seller Financing Addendum Addendum for Property Subject to Mandatory Membership in a Property Owners Association Buyer's Temporary Residential Lease	E-mail: corky@syllp.com contains the entire agreement of the parties and agreement. Addenda which are a part of this contract Addendum for Coastal Area Property Environmental Assessment, Threatened or Endangerad Species and Wetlands Addendum Addendum for Property Locatad Seaward of the Gulf Intracoastal Waterway Addendum for Sale of Other Property by			
E-mail: anant345@yahoo.com 22. AGREEMENT OF PARTIES: This contract cannot be changed except by their written are (check all applicable boxes): Third Party Financing Addendum Seller Financing Addendum Addendum for Property Subject to Mandatory Membership in a Property Owners Association Buyer's Temporary Residential Lease Seller's Temporary Residential Lease Addendum for Reservation of Oil, Gas	E-mail: corky@svilp.com contains the entire agreement of the parties and agreement. Addenda which are a part of this contract Addendum for Coastal Area Property Environmental Assessment, Threatened or Endangerad Species and Wetlands Addendum Addendum for Property Locatad Seaward of the Gulf Intracoastal Waterway Addendum for Sale of Other Property by Buyer Addendum for Property in a Propane Gas System Service Area [X] Other (list): Exhibit A - Legal Description;			
E-mail: anant345@yahoo.com 22. AGREEMENT OF PARTIES: This contract cannot be changed except by their written are (check all applicable boxes): Third Party Financing Addendum Seller Financing Addendum Addendum for Property Subject to Mandatory Membership in a Property Owners Association Buyer's Temporary Residential Lease Seller's Temporary Residential Lease Addendum for Reservation of Oil, Gas and Other Minerals	E-mail: corky@syllp.com contains the entire agreement of the parties and agreement. Addenda which are a part of this contract Addendum for Coastal Area Property Environmental Assessment, Threatened or Endangerad Species and Wetlands Addendum Addendum for Property Locatad Seaward of the Gulf Intracoastal Waterway Addendum for Sale of Other Property by Buyer Addendum for Property in a Propane Gas System Service Area			
E-mail: anant345@yahoo.com 22. AGREEMENT OF PARTIES: This contract cannot be changed except by their written are (check all applicable boxes): Third Party Financing Addendum Seller Financing Addendum Addendum for Property Subject to Mandatory Membership in a Property Owners Association Buyer's Temporary Residential Lease Seller's Temporary Residential Lease Addendum for Reservation of Oil, Gas and Other Minerals	E-mail: corky@syllp.com contains the entire agreement of the parties and agreement. Addenda which are a part of this contract Addendum for Coastal Area Property Environmental Assessment, Threatened or Endangerad Species and Wetlands Addendum Addendum for Property Locatad Seaward of the Gulf Intracoastal Waterway Addendum for Sale of Other Property by Buyer Addendum for Property in a Propane Gas System Service Area X: Other (list): Exhibit A - Legal Description;			

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Contract Concerning Apx. 748,012.32 SF [see plat) (Address of Pr	McKinney, TX 75070 Page 7 of 8 11-2-2015
23. TERMINATION OPTION: For naminal of acknowledged by Seller, and Buyer's agreement to within 3 days after the effective dete of this terminate this contract by giving notice of terminatic effective date of this contract (Option Perio 5:00 p.m. (local time where the Property is is stated as the Option Fee or if Buyer far prescribed, this paragraph will not be a prescribed, the Option Fee will not be refund Buyer. The Option Fee X will will not be	consideration, the receipt of which is hereby pay Seller \$ 100.00 [Option Fee] contract, Seller grants Buyer the unrestricted right to on to Seller within
24. CONSULT AN ATTORNEY BEFORE SIGNII from giving legal advice. READ THIS CONTRACT (NG: TREC rules prohibit real estate license holders
Buyer's Attomey is:	Seller's Attorney is: Nanuel Amuna
Phone:	Phone: 214-942-5501
Fax:	Fax:
E-mail:	E-mail: CORKY & SYLLP. COM
EXECUTED the day of (BROKER: FILL IN THE DATE OF FINAL ACCEPTAN	CE.) (EFFECTIVE DATE).
Division	Seller
Anant Patel, or his controlled affilliata	Danlel J. Sherman, Bankruptcy Trustee
Buyer	Seller

The form of this contract has been approved by the Texas Real Estete 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) (Address of Pro	McKinney, TX 75070 Page 8 of 8 perly)	11-2-2015
BROKER II	FORMATION	
(Print name(s)	only. Do not sign)	
Avison Young-Dallas LLC 9002702		0265315
Other Broker Firm License No.	Listing Broker Firm	License No.
represents X Buyer only as Buyer's agent	represents Seller and Buyer as an	_
Seller as Listing Broker's subagent	Seller only as Seller's	agent
Robert Curtis Linn 188307		347178
Associate's Name License No.	Listing Associate's Name	License No.
Licensed Supervisor of Associate License No. 5910 N Central Expressway	Licensed Supervisor of Listing Associate	License No.
Suite 800 Other Broker's Address Fax	Listing Brokerts Office Address	Fax
	Listing Broker's Office Address	rax
Dallas TX 75206 Cily State Zip	City State	71-
·	Ony State	Zlp
curt.linn@avisonyoung.com (214)533-1030 Associate's Email Address Phone	Listing Associate's Email Address	Phone
Associate's Email Address Prone	Listing Associate's Email Address	PHONE
	Selling Associate's Name	License No.
	Licensed Supervisor of Selling Associate	License No.
	Seiling Associate's Office Address	Fax
	Selling Associate's Office Address City State	Fax
Listing Broker has agreed to pay Other Broker per fee is received. Escrow agent is authorized and directed	City State Selling Associate's Email Address Ilsting of the total sales price when the	Zip Phone Listing Broker's
fee is received. Escrow agent is authorized and directed	City State Selling Associate's Email Address Ilsting of the total sales price when the	Zip Phone Listing Broker's
fee is received. Escrow agent is authorized and directed	City State Selling Associate's Email Address State Selling Associate's Email Address State Selling Associate's Email Address Itisting of the total sales price when the to pay other Broker from Listing Broker's fee	Zip Phone Listing Broker's at closing.
fee is received. Escrow agent is authorized and directed	City State Selling Associate's Email Address State Selling Associate's Email Address State Selling Associate's Email Address Itisting of the total sales price when the to pay other Broker from Listing Broker's fee	Zip Phone Listing Broker's at closing.
Per is received. Escrow agent is authorized and directed OPTION I Receipt of \$(Option Fee) in the Seiter or Listing Broker	City State Selling Associate's Email Address Sisting of the total sales price when the to pay other Broker from Listing Broker's fee FEE RECEIPT se form of is	Zip Phone Listing Broker's at closing. acknowledged.
fee is received. Escrow agent is authorized and directed OPTION I Receipt of \$(Option Fee) in the Seiter or Listing Broker CONTRACT AND EAR Receipt ofContract and \$Earn	Selling Associate's Email Address Ilsting of the total sales price when the to pay other Broker from Listing Broker's fee FEE RECEIPT as form of is Date RNEST MONEY RECEIPT	Zip Phone Listing Broker's at closing. acknowledged.
fee is received. Escrow agent is authorized and directed OPTION I Receipt of \$(Option Fee) in the Seller or Listing Broker CONTRACT AND EAL	Selling Associate's Email Address Itsting of the total sales price when the to pay other Broker from Listing Broker's fee FEE RECEIPT The form of is Date RNEST MONEY RECEIPT The total sales price when the total sales price when the topay other Broker from Listing Broker's fee RNEST MONEY RECEIPT The total sales price when the form of	Zip Phone Listing Broker's at closing. acknowledged.
CONTRACT AND EAR Receipt of Contract and \$ Earn is acknowledged. Escrow Agent: James P. Lazar	Selling Associate's Email Address Ilisting of the total sales price when the to pay other Broker from Listing Broker's fee FEE RECEIPT The form of is Date RNEST MONEY RECEIPT The the form of Date:	Zip Phone Listing Broker's at closing. acknowledged.
CONTRACT AND EAR Receipt of Contract and Secretary Secr	Selling Associate's Email Address Ilsting of the total sales price when the to pay other Broker from Listing Broker's fee EEE RECEIPT Se form of is Date RNEST MONEY RECEIPT The mest Money in the form of Date: Jiazar@jamesiazar.com Email Address	Zip Phone Listing Broker's at closing. acknowledged.
CONTRACT AND EAR Receipt of Contract and Section Section Agent: James P. Lazar, Commonwealth Land Title Insurance Contract Contract Commonwealth Land Title Insurance Contract Commonwealth Contract Commonwealth Contract Commonwealth Contract Commonwealth Contract Contract Commonwealth Contract Co	Selling Associate's Email Address **IlstIng of the total sales price when the to pay other Broker from Listing Broker's fee **EE RECEIPT** **Be form of is **Date** **Date** Date: Date: Date:	Zip Phone Listing Broker's at closing. acknowledged.

ADDENDUM

PROPERTY: Apx. 748,012.32 SF (see plat), McKinney, TX 75070			
Other List of Agreement Addendum E - Additional Provisions & I	nformation on Brokerage Services		
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Secretary 14 decreases 11 decre			
Date: 10 18 2017	Date: 10/18/17		
Date: 10/18/2017	Date: 10/18/17 Alaxel Johnson		
Signature	Signature		
Date:	Date:		
Signature	Signature		

Fax.

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	•

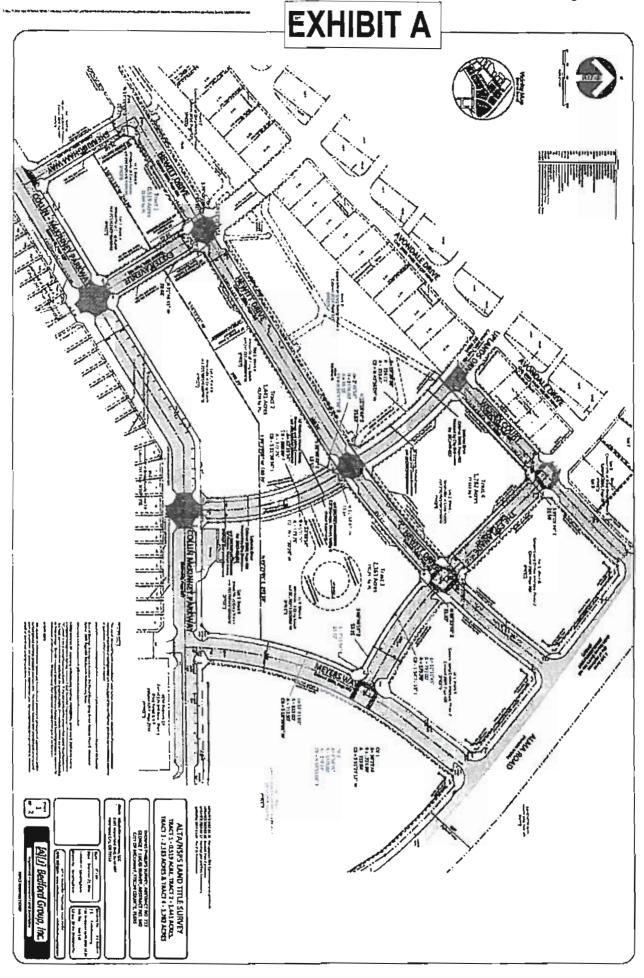
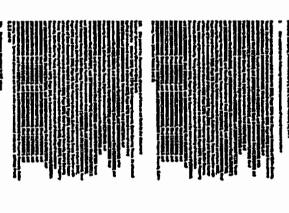


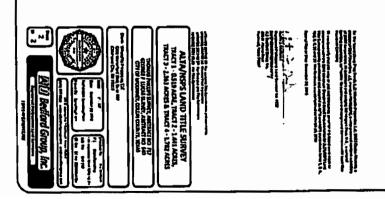
EXHIBIT A

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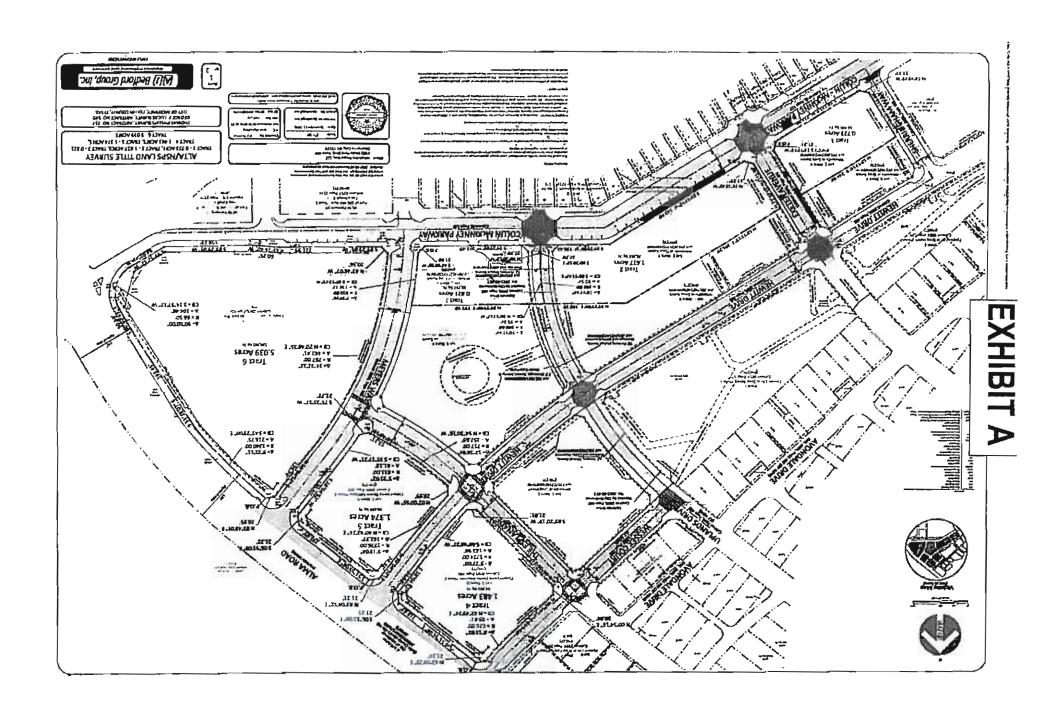
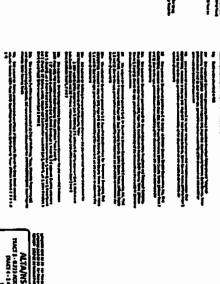


EXHIBIT A









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 Selier, 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.

ADDENDUM E

Candace Rubin Real Estate



Information About Brokerage Services

11/2/2015

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:
 - 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 alding 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 braker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Candace Rubin	0265315	candace@candacerubin.com	(214)522-8811
Licensed Broker /Broker Firm Name or	License No.	Email	Phone
Primary Assumed Business Name			
Candace Rubin	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/	License No.	Email	Phone
Associate			
Sales Agent/Associate's Name	License No.	Email	Phone
-	Buver/Tenant/Seller/Landlord Initial	s Date	

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0 Wholelife AF

EXHIBIT B



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-2-2015

UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions

	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 City of County of County of
	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
	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)
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)
J.	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 earnes
	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
	(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 $\overline{\mathbf{X}}$ (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 Commitmen
	(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 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

Fax:

 	OB disc	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 X Buyer's expense no later than 3 days prior to Closing Date. 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. Within days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer. JECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: closed on the survey other than items 6A(1) through (7) above; or disclosed in the mmitment other than items 6A(1) through (8) above; (ii) any portion of the Property lying in special flood hazard area (Zone V or A) as shown on the current Federal Emergency
	Buy Cor allo Sch exp afte	remust object the earlier of (i) the Closing Date or (ii) 10 days after Buyer receives the mmitment, Exception Documents, and the survey. Buyer's failure to object within the time wed will constitute a waiver of Buyer's right to object; except that the requirements in redule C of the Commitment are not waived. Provided Seller is not obligated to incur any tense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days are Seller receives the objections and the Closing Date will be extended as necessary. If the extended to Buyer unless Buyer waives the objections.
Ξ.		LE NOTICES: 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)	MÉMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property X 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
	(3)	should be used. 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
	(4)	final execution of this contract. 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
	(5)	included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used. ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under \$5.044, Texas Property Code, that the Property may now or later be included in

ise 16	5 ⁹³¹ 55	74-mxm11 Doc 170 Filed 11/02/17 Entered 11/02/17 18:00:20 Page 27 of 40
		perning Apx. 748,012.32 SF (see plat) McKinney, TX 75070 Page 3 of 8 11-2-2015
		(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.
	(7)	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. 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
	(8)	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. TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is X is not located in a Texas Agricultural Development District. For additional information, contact the Texas
		Department of Agriculture. 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. PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system
	(10)	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 WATÉR 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. P	ROPE	RTY CONDITION:
	the the sele Sell kee NO	CESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to Property at reasonable times. Buyer may have the Property inspected by inspectors ected by Buyer and licensed by TREC or otherwise permitted by law to make inspections, her at Seller's expense shall immediately cause existing utilities to be turned on and shall p the utilities on during the time this contract is in effect. TICE: Buyer should determine the availability of utilities to the Property suitable to satisfy ter's needs.
В	3. ACC with war	CEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property and all defects and without warranty except for the warranties of title and the ranties in this contract. Buyer's agreement to accept the Property under Paragraph (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A from

- 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 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 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. POSSESSIÓN:

- 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 Expense as allowed by the lender.

Contract Concerning Apx. 748,012.32 SF (see plat) McKinney, TX 75070 Page 5 of 8 11-2-2015 (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 pywritten 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

Contract Concerning Apx. 748,012.32 S	F (see plat) (Address of F	McKin	ney, TX 75070	Page 6 of 8	11-2-2015
a copy of the demand to the demand from the otl money to the party makir behalf of the party receivi creditors. If escrow agent releases escrow agent from a D. DAMAGES: Any party who agent within 7 days of rec (ii) the earnest money; (iii) rea E. NOTICES: Escrow agent's Notice of objection to the dem	the other party withing demand recong the earnest complies with adverse claims wrongfully fails ceipt of the resonable attornentices will be	y. If esc in 15 d duced by t money the prosided to s or refu quest wi y's fees; as effective	ays, escrow age the amount of and escrow ago ovisions of this to the disbursal of ses to sign a real be liable to the dividual costs of when sent in	pent may disburs of unpaid expension of unpaid expension of may pay the oparagraph, each the earnest money of ease acceptable he other party for f suit. compliance with	se the earnest es incurred on e same to the n party hereby to the escrow or (i) damages;
19. REPRESENTATIONS: All co- closing. If any representation of in default. Unless expressly Property and receive, negotiate ar	f Seller in this prohibited by	contrac written	t is untrue on	the Closing Date,	
20. FEDERAL TAX REQUIREMENT Seller fails to deliver an affidation withhold from the sales proceedeliver the same to the Interest Revenue Service regulations amounts is received in the transaction.	avit to Buyer eeds an amo ernal Revenue require filing	that Selle unt suffic Service	er is not a "fo cient to comply together with	reign person," th with applicable appropriate tax	en Buyer shall tax law and forms. Internal
 NOTICES: All notices from one to, hand-delivered at, or transmitted 					e when mailed
To Buyer at: NDN LLC			Seller at:	itcy Trustee for WholeL	ife Properties I I C
990 Security Row, Suite 102		_	N. Montclair	icy Trustee for Windlet	ille Froperties LLC
Richardson, TX 75081			as, TX 75208		
Phone: (972)757-1555				2	
Fax:			,		
E-mail: jjl@mactronix.com			ail: corky@syllp.	.com	
22. AGREEMENT OF PARTIES: cannot be changed except by are (check all applicable boxes): Third Party Financing Addend Seller Financing Addendum Addendum for Property Subje Mandatory Membership in a F Owners Association Buyer's Temporary Residentia	their written um ct to roperty		Addenda whi Addendum for Co Environmental A Endangered Spe Addendum	ch are a part of coastal Area Proper essessment, Threat ecies and Wetlands	of this contract ty ened or
Seller's Temporary Residentia			Addendum for Sa Buyer	ale of Other Proper	ty by
Addendum for Reservation of and Other Minerals	Oil, Gas		Addendum for Pr System Service	roperty in a Propan Area	e Gas
Addendum for "Back-Up" Con	tract	X		bit A - Legal Desc e Addendum Othe	ription; r List of Agreement
DS DS					TDF2.MG

Initialed for identification by Buyer and Seller

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

DocuSign Envelope D: 931550 DE: 0.103-4 B: 0.103-4 D: 0.103-4Contract 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 X 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: Attorney is: Phone: _____ Phone: Fax: E-mail: EXECUTED the day of (EFFECTIVE DATE). (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.) DocuSigned by: Buy@08172C988FE491... 10/30/2017 Seller NDN LLC and/or assigns Daniel J. Sherman, Bankruptcy Trustee Seller Buyer 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)

Wicker & Ass		(Print name(s) of		• /	
	•		Candace Rub	andace Rubin	
Other Broker Firm		318213 License No.	Listing Broker		0265315 License No.
represents	X Buyer only as Buyer'	s agent	represents	Seller and Buyer as an	intermediary
Seller as Listing E		ker's subagent		X Seller only as Seller's agent	
Cooper Eddy	Cooper Eddy 630		Katina Zepp		347178
		License No.			License No.
Licensed Supe	ervisor of Associate	License No.	Licensed Sup	ervisor 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 Associ	ate's Name	License No.
			Licensed Sup	ervisor of Selling Associate	License No.
			Selling Associ	ate's Office Address	Fax
			City	State	Zip
			Selling Associ	ate's Email Address	Phone
	has agreed to pay Other E . Escrow agent is authorize		sting of the	ate's Email Address e total sales price when the lear from Listing Broker's fee	_isting Broker's
		ed and directed to	sting of the	e total sales price when the l	_isting Broker's
	. Escrow agent is authorize	ed and directed to	sting of the pay other Broke	e total sales price when the l ker from Listing Broker's fee a	_isting Broker's
fee is received.	Escrow agent is authorize	od and directed to	sting of the pay other Broke	e total sales price when the l ker from Listing Broker's fee a	Listing Broker's
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Receipt of \$ Receipt of \$ Receipt of C s acknowledge Escrow Agent: By: James P. L Commonweal	CONTR ontract and \$\begin{align*} \$\text{CONTR} \\ \text{od.} \\ \text{James P. Lazar} \\ \text{th Land Title, 5949 Sherry} \end{align*}	OPTION FE otion Fee) in the EACT AND EARI Earne	sting of the pay other Broke EE RECEIPT form of Date NEST MONEY I st Money in the	e total sales price when the later from Listing Broker's fee a later from Listing Broker's fee a later from of	Listing Broker's at closing.

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				
_					
Date:10/30/2017	Date:				
DocuSigned by:					
\					
Signature Signature	Signature				
	Deter				
Date:	Date:				
Signature	Signature				
	O.g. istaio				
Addendum					

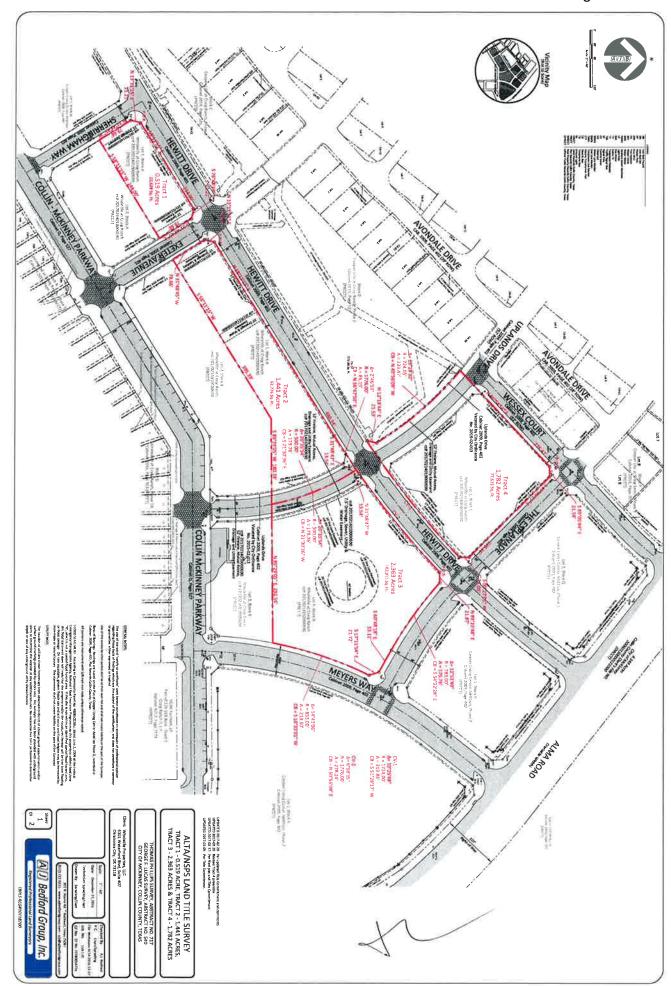
Candace Rubin Real Estate

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

©Copyright 2015 NTCAR -Form No. 1 (11/2015)

Fax:



THÉMEZ along said corner cutoff lym, siburjá 76'sár's3" EAST e distance of 21.21 feet to a S/E inch from rad set for corner; EGINRHMA et a 5/81 inch inon rod ent at the north end of a comer cat-off the boared et he intersection of the east line of Sharifeghern Wey a 48 feet wide right of way and the such line of Hendit China a 52 feet wide right of way; Male a D158 ent resig of lead abstrated in its Travens Bridge Screey, Johannet No T17 Carly of Sections C. Call Course, Traves and being all C (e.d.), Sicola Act 9 Nevoletic leg Reach on Johannes to the CRy of Indicate seasoning to the split reversible belowing 107 JV21,401000000000000 of the Original Public Records of Coffer Course, Years (OPICCT) of July Converse and Conference of the Original Public Records of Coffer Course, Years (OPICCT) of July Converse and Conference of the Original Public Records of Coffer Course, Years (OPICCT) EMCE along the point from of said Hermitt Orine, NORTH SET 11127 EMST a distance of SAD beet to a \$78 inch into rice at the corner to this went lists of a corner cut off line stand at the interaction of the point line of said Hewitt Orine and the west firm of day Avenue a \$2 test wide right of way;

DEINCE SOUTH SET1113" WIST is distance of 244.00 heet to a 3/8 such fron rod set for borner in the week live of said Steeningham Way; HENCE along laid conner out-off time, WDRTH 13"11"15" EAST a disburce of 21.21 feet to be POINT OF SEGIAMING; HENCE storage the east line of paid Shantingham Way, NORTH \$1144/45" WEST a distance of 74.65 feat; so a $5/\pi$ linch iron rod set for carner; HENCE elong the week line of said Earler Avenue, SOUTH 31*48'45" EAST a distance of If Mines to a 5/II Inch ivon rod set for corner;

UNITE 2. At a general place benefits the Thomas Hills Larry, Eduted: to 7.7 of the General Larry TAIMING 0.519 serve or 22,628 square free of lend more or less, all according to that my prepared by A. J. Bestford Group, inc.

THENCE continuing along and acuts line and along bad curve through a cardral angle of CC*445°C* for on arc length of \$81.26 feet to a 5/8 lack hounced set has consen; HENCE SOUTH RF-29'05" WEST I diseases of 180 M had to a 12'h inch ivon rod art for somer: Total Care union and corne through a control angle of 20"11"34" for on or laught of 179.78 and to a 1/3" exist from the set for corner. NENCE SOUTH \$1"48" ANT a dutance of 13.54 feet to a 3/8 Inch fron rad see for corner and being the beginning of a curve to the right having a marity of SCLCO feet and from bearing of SOUTH 21"30" \$450;

THEMCE along the south fine of said Hewitt Orlew, NORTH SE*1115" DAT a distance of 480, Affect to a NI inch incorred set for corner and being the baglanting of a burys to the inft having a recibus of 1778,00 feet and a chard bearing of NORTH SE*47'50" EAST; IRIG at a 5/2 lech iron rod sex for comer at the north end of a corner cut-off line on the intersection of the east line of Causer Avenue a 52 feet wids right of way south fine of Hewitt Drive a 52 feet wide right of way;

bliefed in Titt gemeinder in der Sturkent in the George is Least Sower, Mearch in Sed, but Thomas in Hilliads Sower, A service in Co. 216. One of the Sturken Collection, Times, we all and set is black of Winderland in Collection to the Co. 21 of Mearth proceeding to the but per completel and collection and the Collection Collection (Total Collection Collection). The Collection and Collection Collection (Total Collection) and Collection NG at a 5/8 inch iron rod set for corner rt the wars and of a corner cut-off line it the intersection of the southeast line of said Weams Court and the southwest to Explanate (57 feet wide right of terry):

GRICE along the southwest line of said The Espianada, SOUTH 45°08'23' EAST s detained. 128 \$5 feet to a \$71 and from red set for corner s Literaturity and a Lacrase co.l-off line active at the instruction of liter southwest fine of said The Espianada and the methodes se of Hewitz Drive [72 feet wide right of way); ENCE slong mid corner cut-off line, SOUTH 0072701" WEST a distance of 21.01 feet to Will inch iron red ex for the beginning of a non-harquest curve to the right traving a slua of 1774.00 feet and a chord beauting of SOUTH 91726737 WEST; slong the northwest has of said Hewith Oriya and slong said montangam curve to (Drough) a certain length of \$10.75/28 Fe. on not keep to \$1,2 set feet to \$1,9 inch as for corone or this outdest corone of Len. De of Cooper 16 set Chall James high State to the City of NcChrony according to the plot recorded in Cabinet 2014, Page MCDs to the City of NcChrony according to the plot recorded in Cabinet 2014, Page Enlarge mid commercut-off line, SOUTH 88705'44" EAST a distance of 21.38 feet to a historrad set for conver.

THENCE stong the west line of mid Emour Avenue, NORTH 81*48/45* WEST a distance of 78 98 Next to 4 5/8 inch iton rod sen for combinet the south end of said corner cult-off fire THENCE SOUTH \$8"11"15" WEST a distance of \$88.38 fear to a \$/8 both iron rod set for tomer in the seat line of said Earthe Avenue,

PASNOE slong said corner cart-off fine, NORTH 13"11"13" EAST a distance of 21.21 feet to the POINT OF EEGINANC:

HENCE continuing along used northeant ibra and along said curve to the left through a moral augle of JETESO" for an arc length of 233,47 feet to a 5/8 Inch iron rod set for orner in the zoutheast line of said Wassen Court: KC along the northwest line of said filods D, NORTH 12718'44" CAST a distance of frest to a 5/8 inch iron rod set for the beginning of a converto the left having a redus 4.03 feet and a chord benefits of NORTH 40738'09" WEST;

THENCE along the southwest line of said Wesses Court, MORTH 45°54'54" EAST a distance of 278.47 Next to the Point OF BEGINNING; TAINING 1.782 areas or 77.613 square feet of land more or fem, all according to that ay prepared by A. J. Badford Group, Inc.

Exclusive easement rights as created and described in Community Charter for Calg b, filed March 12 - ZODI, recorded in Volume 5825, Page 3978, Real Property Nacord n County, Tezza, together with all amendments thereto.

Qu. Sity subject to Terms, provisions and conditions of Community Change' for Gaig Murch On the Original Information (SES), Page 1378, Real Property Records, Collin County, Texas. After Traces 1, 2, 3, 4, 8.7 Site subject to Facilities Agreement empacted by City of McClinney, Teass, Wholelife operative, LLC and Weltrage Living Creig Ravch, LLC recorded by Junder featraneem No J770213000195940, Real Property Records, Collin County, Teass BEGINNING at a 3/8 inch iron rod set at the west end of a consercat off the facined at the intersection of the south line of Hewitt Crive a 52 feet wide right of way and the west line of The Explanation 52 feet wide right of way. Earls 2,243 are trip of the distance in the Trip on Phillip Simply, Alexands to 7, 10 of the Georgia Local Year, Alexands Co. 25 of the Simple S

oras are per This Commitment GF No 2228/09472a igused by Commonwealth Land Title surmice Company, effective February 5, 2017, haved February 30, 2017

ThiffiCf along the west line of said The Esplanade and slong said curve through a central regio of 12 "31'40" for an arc length of 1.73.78 feet to a 3/8 each iron tod set for corner, combusing slong said The Explanade SOUTH 67 45'18" EAST a distance of \$1,11 \$2,41 such its or GA 46 for scorer at this north end of a conner cut-off line located in resculous of the south line of said The Explanada and the week line of Merpers Way a wide digit of very: islang said comer cul-off line, NORTH #9738'48" 8/5T a distance of 21.87 feet to I rom rod set for comer and baing the beginning of a non-tangem; curve to the left radius of 713 DD feet and a chord braining of SOUTH 54722'8" 8/65;

THERICE along said curve through a cammal angle of OE 56 55" for an arc length of 278.24 feet to a 5/8 inch aren nod set for conver; THENCE NORTH 33:43/47" EAST a distance of 13.54 feet to a 5/8 feet from rod set for some and being the beginning of a compound source to the left having a radius of 1775,00 feet and a chard bearing of NORTH 50"55'08" EAST; THENCE slong the west line of said Meyers Way and along said curve through a central angle of 14°41°UE" for an erc length of 213.50 feet to a 5/8 inch iron rad set for carner, HENCE along said curve through a central angle of 20"15"54" for an art length of 179,75 wet to a 5/8 inth iron rod set for corner HEIKET SOUTH HET BYDY. WEST a distance of 782,55 feet to a 5/2 list) ten rod set for owner and being the beginning of a con-caugant; come to the left tening a radius of 100,00 feet and a chard bearing of MORTH 22.70/25° WEST; THENCE along said corner car-off line, \$0UTH 17"11"94" BUT a distance of 21,72 fiver to in) It inch iron rod set for corner and being the beginning of a non-tangent curve to the left terfolg at mallul of £35,00 feet and a chord bearing of \$0UTH 18"33"0" WEST; ONTAINING 2.383 screep or 102,951 square inex of land more or less, all according to degree e repaired by A. J. faddlend Group, Inc.

Is commented you want of comment change and beautiful that the both his to decomment.

Is commented you want of configuration of the comment change of the ons described in 10f. above

 Site subject to: Equipment granted by Minnis J. Rossall to Antarictin Talesphore and Telegraph reparty, filed 12/11/1844, recorded in Volume 547, Page 554, Nasi Property Records, Collin unity, Tessa (Affects Tract, 2.3 and 4) Site subject to: Basemants granted by C. H. Kausell to Demitor County Electric Cooperative, field 60/25/1958, recorded in Volume 488, Regs 164, Real Property Records, Collin Coursy, 16 MPROC 17642, 3 and 30 Jose 10st ong, provendishe and unerplacibility of the document we realist to determine the isocolour of examents. S'an Lobject to: Edelment granned by G. M. Russell to Serzici County Electric Coopbenthes, and CLF (1975), recorded in Volume 488, Pags 162, Mail Property Records, Collin County, Wilton Trects 3, 2, 3 and 6 Duce to the tops, generativity and unrestability of the decument unsale to disturbine 4th location of research. Site publicat as: Essement granted by C. H. Russall to Southwestern Bell Telephone Company 2022/1930, recorded in Volume 278. Page 817, Real Property Records, Collin County, Tesson. 9 Time 2, 3 and 91 Date to the page percendible and unrecolability of the document we are to determine the lectrical of education. nobject to: Euternem grenned by G. M. Bussall to American Tolophone and Tolograph Sed (2):21/1944, recorded in Volume 347, Page 353, Real Property Records, Collin set, (Althout Treats 1, 2) and of 1) Deer bits any, generalizing and unreathbody of the versure unable to determine the Americko of spanners!

For how interested (Lot A, Black R), NO fine how extended (Jos A, Black R), NY fine how, contact of the delay and called a southeast R), NY fine how, contact R) and Lin L. Black R), NY fine how, contact R) and Lin L. Black R), NY and regime extended to A, Black R).

We also spice extended to A, Black R). Districted in the Manager has being the same assumed being on the districted being of the Manager has been districted by subject as: Esseneem graceted by T. F. Russell to Southwestern Bell Telephone Company 1280, necroded in Valume 27%, Rags S.D.R. Real Property Metorids. Collin Courny, Tazas 51. J. 2. Jand el J. Des to the ops, generalities and utertalebally of the document we are resumble the focusion of seasoners.

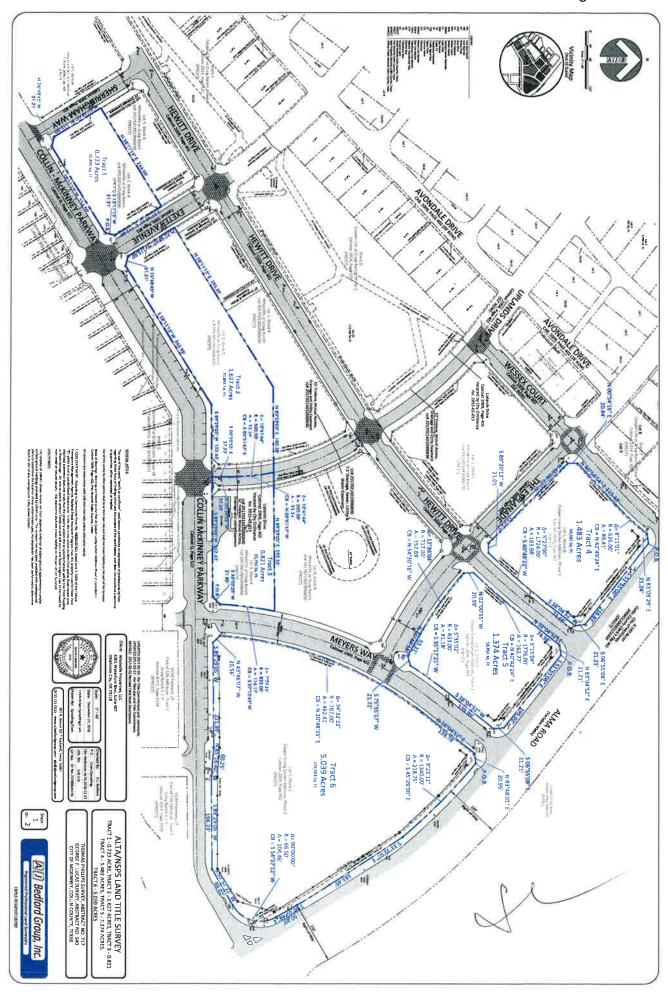
ALTA/NSPS LAND TITLE SURVEY
TRACT 1-0.519 ACRE, TRACT 2-1.441 ACRES,
TRACT 3-2.363 ACRES & TRACT 4-1.782 ACRES THOMAS PHILIPS SURVEY, ABSTRACT NO. 717 GEORGE F. LUCAS SURVEY, ABSTRACT NO. 540 CITY OF MCKINNEY, COLLIN COUNTY, TEXAS

Mholelin Properties, LLC 6301 Were ford Blvd, Suite 407 Oklahome City, OX 73116

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Deer Overmine 22-2015
Technique Search (Search Search Sea

A(J) Bedford Group, Inc.

This is to certify that this map or pist and the survey on which it is beard were made in accretions with the 2018 Mildimum Standard Detail Requirements for ALTA/NSPS Land Title Survey Sorbity resulbshied and adversed by ALTA and NSS and beticked invest 1, 1, 4 7(a), 8, 9, 11 and 11. The fleckmork was completed on March 15, 2018. for Weldern Uning Code (burst), LLC Windelt® Properties, LLC 1887 Capical Medicate, a Medico of Balla "Scortifica, LLC member Proba/2014"c, a weldy-covered creature laudediary 1888 Tomporetion, its successors and staging, Willin-Agenn Truct, M.A., a resident analysis casciolition, is Tructies, its successors and exalps and Componensials Lead Tife measures Company



aller a c. 72 and trace of mod element in the Tramma Shillips Survey, Motinize the 77.7, the Chapt de Michiney, Collin Compt. Tramma of the ball of the 72 at the Chapt of Windowski or chapt bench in Modellon to the Chapt of Modelloney broaded up to the American Shilling of the Chapt of Modellone Shilling of the Modellone Shilling of the Modellone Shilling of the Modellone Shilling Chapter Shilling of the Modellone Shilling of the REINNING R: = 3/8 Inch inon not set for carrier to the south carrier of a corner carell for partial set the immunation of the water five of flexing Avenue 22 feet wide, right of way and the north line of Coffin McClinney Parkway Inn IS feet wide right of way.

THENCE along the east line of said Sherringhern Way, NORTH 31"48"43" WEST a distance of 115.00 feet to a 5/8 inch iron nod set for corner;

THE MACHINE STREET, WITH A distance of 120,00 field to a 5.78 may been read and for the second HENCE WORTH SETTLES, CHEE I SECTIONS IN THE PART OF THE WORLD SET FOR

THENCE along the north line of suid Collin McClariny Parkety, SOUTH 8573737 WIST a diseases of 153.85 feet to a 5/8 high from rod wit for conner; THENCE along said curve through a central angle of 10°41°44° for an arc length of 93 M feet to a 5/8 inch iron rod and far conner; NANCE NORTH BYTZ/FORT EAST a distance of 180 18 feet to a 1/8 right from root set for somer and being the beginning of a non-tangent curse to the right having a radius of 500.00 feet and a chord bearing of SOUTH 05*31/47" EAST; SCOTA DETAILS (ART a SINAME of 17.20 her the ART has been refuse by the cours for all said Cally McChamp Farthers:

1489C) continuing along tald north line, SOUTH 96"11'13" WEST a distance of \$48.96 feet to the PORT OF BEGINNING; ONTAINING 1.827 acres or 70,865 square feet of land more or lens, all according to their unvery prepared by $A_i J_i$ Bedford Group, Inc.

THEMCE along und corner curroff line, SOUTH 75'35'17" WEST a distance of 21'72 feet to a 3/8 inch iron rod set for corner; TREAC contributing along additional time and along and curve to the left strongly is correct single of GR 13 VGT for an act length of 81. 18 here to a 54 herb into not one for corner at the east end of a currency of off line located at the interaction of the nonlinear line of and harpers May and the nontheast line of the Epplanade (12 feet wide fight of way);

THENCE along the southeast line of said Hamitt Drive and along said con-temporit curve to the left birough a commit angle of OS*15'04" for an arc length of 152.77 feet to a 5/8 inch iron not set for conver; PHIBACE along said comer can off line, NORTH ID TOUSS' WEST a sistence of 20.98 feet to a S'ill inch iron rod set for the beginning of a non-targent purpe to the left having a reduced 17.76.00 feet and a chard bearing of NORTH 407-8224 DATS. PRINCE controlling slong said assorbance line through a coveral angle of 127,9504" for an re laught of 127,95 feet to a 5/8 linch box ned any for covere at the poots and of a covere out-off line locured at the impresention of the northwest line of said The Esphande and the southerest line of said Hearist Drine; THENCE along the northwest line of seld The Explanate, NORTH 60°48'18" WEST a distance of \$3.31 feet to a \$28 inch iron rod set for the beginning of a curse to the right twining a reflect of 737.00 feet and a chord bearing of NORTH 54"30"10" WEST;

Trid NCE along said carve through a carroni angle of 10°43'44" for an ert fangth of \$3 54 feet to 8 3/8 inch fron rod set for corner; UZ NORTH 0073075" WEST's distances of 37 20 first to = 5/11 inch iron rod set for r and bring the bugstoning of a curve to the left inviving a radius of 500,00 fixet and a lowering of NORTH 05°51'47" WEST; Lalong the north line of said Collin McCleary Parkawsy, \$0UTH 89° Z8'03" WEST a a of 252 43' free to a 5/11 lach Iron nod sail for corner; NG et a 5/8 inch iron not set for corner et the southwest corner of a corner cutoff set et the interpretion of the west the of Meyera Way a 68 feet wide right of way north has of Collin McChrisey Pentway an 83 feet wide right of way;

THENCY NORTH BET25'05' EAST is distance of 250.58 feet to a 3/8 inch from not per for corner to the wast line of each feeters. Way and baring the barginning of a constrainger corne to the wast line of each feeters. Way and baring as about baring of 50(H) 07 12/45' WEST; THERCE slong the west line of said Meyers Way and slong gaid curve through a cimiral sagle of 07°39°26" for an arc length of 118.17 feet to a 5/8 feeth true rod san for comer;

HENCE along and currant cut-off line, NORTH BS OA 32 LEAST a diplanea of 21 z | length he POINT OF BEGINNING; NEWCZ combining along said southeast line, NORTH SETM*32* SAST a datamos of 74.83 wet to a 5/8 inch iron rod art for corner at the west end of a corner cut-off line located at the foremention of the southwart line of said Herwitt Drive and the southwest line of said

This is to certify that this map or plet end the servey on which it is based were made in accordance with the 2018 Millimum Stanfard Owall Requirements for ALTA/MSFS lawd This Suverya jointly established and edopsed by ALTA and NETS and includes hims 1, 1, 4, 7(e), 8, 9, 1.1 and 1.3. The fieldwork was completed on March 15, 2018.

For Wellabors Uning Chry, Resolu, LLC, Wholestie Properties, LLC, BBAT Capital Markets, a Infoldment 688.75 Securities, LLC, member FRIMA/SFIC, on enably-powered centeries in bobdiery of §8.95 Topoportion, the Securican rold enably-willindigment True, A. a settlement working seasosteror, on Touties, for exacusation and swages and Commonwealth Lind Title "securities Company"

Orte of Plat or Map: December 28, 2016

Basis of Seatings. Seatings are bessed on the Polt of Cooper Using Corner Addition Place 2, recorded in Calant 2008, Pager 607, Pol. Records Cales County, Foun.

ने प्राप्त के तीन अनुसारि कार्या है जा सामिता है। अपने ने नवार जा नामिता का नामिता है। जा मिना के जुटे ने ता न नुष्पती नामिता के जिस्का के लिए के लिए के स्थान के अधिकार के तीन कार्याचिता केला, वार्च के तमा जाता के समाजना 17 इस्त्र माला के लिए के सम्बद्धान्य के लिए जिसे के समाजना के समाजना के लिए के समाजना के तमाजना के समाजना के स

(2003) MILLIANII Ascraffing Giornamin's Prival the GARGERIANIA Genet Xera 2, 2007 of the reversal recognitive thangement (persal) sectional level territories of regiment that General Prival territories of regiment that General Prival territories of regiment that General Prival territories of the Garderia Control Brand Prival territories of the Carderia Control Brand Prival Schalley and the prival Schalley and the Carderia Control Brand Prival Schalley and Territoria Control Brand Prival Schalley and Territoria Co

THENCE sloray and corner constitine, MORTH 7E 4F45° WEST a detended of 21,21 feet to a 5/E inch from rod set for corner; PHENCT strong the month live of taid Collin McGloney Parkwey, 50LTH 58°1113" WEST a license of 72 for Shert to a 5,3° byte inon not set for comme to the sext and of a comme tainff line bounds at the information of the month line of and Collin McGloney Parkwey and the east line of Sherringtwen Way a 48 hert sinds right of way.

THE WCC salway and increase control line, SECUTE 2271/15; WEST is discussed if 21.21 feet to the POINT OF MICHAELD DMTAINING 0.723 inter or 31,465 square feet of land more or less, all according to the servey prepared by A. J. Beefford Group, Inc. PHENCE stong the west thre of said Easter Avenue, SOUTH 31"48"45" EAST a decance of 135.00 feet to a 5/8 feet from rod set for comme at the north end of a conner cutoff line; HENCE NORTH SET11's $^{\circ}$ LAST α distance of 244 00 first to α 5/8 inch from rad set to come in the west fire of table Exter Avenue:

Billife 1 (22) seet years of inset based in the Thomas Helling Scory, Alexand to 71; the CDy of Medicine, Calif Commy, Teamen at Welling of City 2, Took C of Wheeline in Calif Commy, Teamen at Welling of City 2, Took C of Wheeline in Calif Commy, Teamen at Welling on the American Activation of Commy and the Commy of Commy and Commy of Co THE MEST AND MET A TAKE OF WICKE A distance of 25,25 feet to a 5/4 feet have not performance. DEGINITING at a \$10 inch from nod set for connect at the seast corner of some connect small beat wide comment with the fact which we will be set with the intersection of the meth little of CRAIN APECIANO Performs MID feat wide which of way and the maximum of Destar Avenue a \$2 feet wide faith of way;

THENCE along the anothern line of said Wesens Court, HORTH 46"24'54' EAST a distinct of 118-46' feet as 3/II inch from rod set for the beginning of a curve to the left heving a radius of 628-50 feet and a chord bearing of HORTH 42"48"24" (451"); THENCE along said corner cut-off fine, NORTH 00°54'18" BAST a distance of 20 file livet to a 5/8 inch iron rad sat for corner; HENCE story the northeast line of said The Egylemade, NORTH 45 '08 23' WEST a literate of 23' 25' Next to a 5' M holy inon nod set for comment the south and of a comment to off line located an two interspection of the northeast line of said The Esplanada and the portness line of said Wesser Court.

THEVEZ siding said corner cut-off hrm, NORTH IS/09/20* EAST a distance of 21,24 level to the PERIT OF SEGINALING: TRACT 3 (LDT 1, BLDCK N) CONTAINING 1 489 serve or 64,381 square feet of find more or less.

Billing a. 13 he are men of land stated in the decays if Listen States, Mosting No. 500, the CDV of Motions, Collis County Texts and Abbest and Id Collis Jack of A Cologo Williams and Addition to the CDV of the Colling a country at the delir reported in the Colling Abbott Paper Ago of the Williams and Mosting more prenictivity directions to Arberts.

THEFACE above said corner cut-off line SOUTH 05°55'08" EAST a decence of 23°22 feet to a 5'f6 inch iron rod set for corner; THENCE along the northwest line of said Meyers Wey, SOUTH \$870452" WEST a distance of £89 89 feet to a 5/8 inch ison rod set for the beginning of a curve to the left having a radius of \$88.00 feet and a chord bearing of SOUTH 35"1771" WEST; of Control C as 5/8 inch has not set for corner as the east and of a corner could have became as the contraction of the positivery line of Alma Book (130 feet with right of wise and the positivest line of lineals; Dirac C2 feet with right of writing. HTMCE along the southwest line of taid Airna Road, SOUTH ST 1991(III BAST a distinct of 85(II) here to 85(II) loch linn not set for consist at the north and of a cornar cut-off line source at the immercation of the southwest line of taid Airna Road and the northwest line of Meyers Way (IIII feet with right of way).

Non Exclusive essentent rights as created and described in Community Charter for Chig Jarret, filed March 12, 2004, recorded in Volume \$625, Page 1274, Real Property Records Collin County, Facul together with all invendments thereto.

REGINNING at a 5/8 Inch iron rod set for corner at the east and of a corner cut-off the ocated at the intersection of the prothwest line of Alma Road (1,20 feet wide right of a and the southeast line of Wessers Court (52 feet wide right of way); INVELY TOT T STOCK OF

THENCE slong, said corner curveff live, SOUTH 08*53 DSF EAST a discence of 21.21 her to a 5/8 high iron rod sat for corner; THEREZ along the sandment fine of said Alons Rosal, SOUTH SILESEE LATE a discusse of 228 BB best to a JB stack from rot set for comment the modit and of a context cut-off fine located or the internacion of the conference illner of said Alons Rosal and the northwest fine of Heads Drive (32 feet wide right of way); THENCE storing the northwest line of said Hewist Orive, SOUTH BF04'S2" WEST is distance of YA,92 feet to a 3/1 inch lean not per for this beginning of a curve to the right having a reduc of 1774-00 feet and a chord bearing of SOUTH 40'48'22' WEST;

THENCE along used corner cutsoff line, \$00/ITH 8872013" WEST a distance of 23 OI. Neet to a 5/4 inch inon rod set for corner; THEREC excitating along suid nonthwere lines and along suid curve to the right through's a commit single of 02 2700° flow on an it height of 153 filed to 157 both into rod set four convive at the sales and of a convice ducal file in Sourced to the interestation of the ordered control and the conviction of the ordered control and the sourced filed of the significant (SQ feet soids (QT); of soil).

SOUTH BY 3'5'S" WEST a distance of 221.99 feet to a \$/8 inch two nod set for comer at the poster and of a corner cut-off line located at the impraction of the north line of Califf the country of the control line of Calif NOTES HET STOP WITH a distance of 1962 I had to a 3/8 such two and not be some (OUTH) IF STOP WITH A distance of MEMITHM (1) a 3/1 and inquired any for corner,

THENCE along said comercul-off ins, NORTH EX*48VX EAST a distance of 20.95 feet to the POINT OF BEGINNING: CONTAINING 5 039 acres or 219,503 square feet of land more or late High CE being the earn line of said Mayers Way an abong said non-tampent cave to the light through a control angle of 14 T2 37 for an arc length of 482.41 feet to a 5/10 both inon rod set for current; HENCE along said commer cut-off, NORTH 43"48'02" WZST a discussion of 20.58 feet to a /B Inch Iron rod set for the beginning of a non-tangent curve to the right hering a nation of 787.00 feet and a chord bearing of NORTH 20"48'35" 565T; ENCE continuing along and east line, KORTH 38 Tot 52." EAST a distance of 139 74 feet a 3/8 inch iron rod set for corner at the event and of a corner cut-off interiorated at the

TRACT 6 (LOT 1, BLOCK 5)

GEME a 5.07 part or text of level shated in the deserge if Level Storegt, Admirest Re, SAA, that The American Philips Storegt, Admirest Re, NAJ, Admirest Re, NAJ, Bed Opf of Historiest, Collin Storegt, Train Admirest and Level and Level

SOUTH 13"12"07" CAST's digitation of 133.45 feet to a 3/8 lock from rod set for the beginning of a curve to the right having a rather of 1328.00 feet and a chord bearing of SOUTH 32"47"28" CAST; Along said curve to the right through a central angle of DPT1'11' for m are length of 218.75 feet m a 5/8 inch fron rod set for corner;

Along said curve to the right through a central angle of $\Omega^{-}2922^{-}$ for an art length of 0.54 feet to a M inth from rod set for corner;

(2011) 1972 of Authorities of Same of Same for the Administration of a superior of the Same Same of Sa

Along said curve to the right through a central angle of BCYCYCY for an arc leagth of LDA did feet to a 5/11 such iros tod, sact for corner in the north line of Collin McKinney Fartwey (a variable width right of way): HENCE along the north line of said Collin McKinney Parkway as follows:

She subject or Lebenoute (strand-by C. H. Access) to Southwarean fairl' Evisphona Conquery, Red. (1959), recorded in Volume 27s, Page 81.7, lime? Property Records, Collin Courty, Youx, (Afficio Tripo?). (A) Op 21 alb to gat, persychitics and universitability of the document was are unclose to determine in all decembers. Rie ublject Dr. Löwerben grannel de klande J. Russall te Arnedson Telephone mel Telegraph 19, fied (21) 17544, presendel in Volume 147, page 544, hed Property Russaus, Colin County, Years Tieuc 2 and 1). Due to de agu, gerensides ond overschalding of the discuteful set net untakle to the the describe of reservent.

She subject to: Extension grained by C. H. Romain Samon Castroy Dectric Cooperation, Inc., Net 1933, recorded in Volume 648, Page 1345, faul Proporty Austrick, Calin Cooper, Feers, Mellect Tree ? 1 Out on the app, greyoritism and amendmality of the document we are unable to determine the to of occurrent. ijen is, Evenioris graend by G. M. Buasil in Anadoran Telepisone and Yelgrigh Company, 44, recorded in Volume M47, Page 335, Real Property Records, Cultin County, Traces (Affects) 1) J. Dale to the Orgo, principalism and commodiciality of the discussmit we are unsafet to advanced Voluments.

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1/4/1253, rescribed in Volume 481, Page 1/20. Read Proporty Instruct. Code County, Team, fulfrican Traces
1, 2 mid 1). Does to the oppo, generalities and inventibility of the document we are serole to detarmine the
control of documents. m. She unlived to: Dominant greened by T. F. Rudard to Southwestern field Telephone Company, flad 12/1/2000, recorded in Volume 274, Page Still, Kaal Propping Boomb, Collectiones, Temp. (Affects France) 1 and 3). Due to the spy, prescribing and severeleaking of the document we are sended as determine the solds of resource.

Does the subject to "The following duding him and assumed a beam of the job of received in Chairs."
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one are per Tille Commitment 05 No. 2228054573b haved by Commitment, effective February 3, 2017, Insued Sebruary 30, 2017.

95GINKING et a \$78 inch inon nod set for comer in the southwest line of Alma Read (120) feet wide right of very) and being the beginning of a curve so the right hering a radius of 1200.00 heat and a chard bearing of 50JTH 45°28°00° (AST);

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Qi. Sha wajara az Terma providjomi and condebboa of Community Oherae for Chrig Banch recorded Vuoder Volume SDN, Page 1778, Reel Property Records, Colfn County, Team Juffech Trach 1.2, 1.4, 5, 1.7))s. Dise utypes to Teations Agreement associated by Chy of And Krony, Times, Wholelife Traperine, LLC of Wholesen Living Chief Resch, LLC recorded infunder l'accounted No. 2017/20 (2000) 19940, item Proper Kronie. College (1914) UPDATED 2017-02-70: Per Title Commitment and comments. UPDATED 2017-02-37: Ner fligt gist and Trips Commitment. REVISED: 2017-02-03 flavourd Field Note Descriptions. ALTA/NSPS LAND TITLE SURVEY
TRACT 1 - 0.723 ACRE, TRACT 2 - 1.627 ACRES, TRACT 3 - 0.821
TRACT 4 - 1.483 ACRES, TRACT 5 - 1.374 ACRES,

THOMAS PHICUPS SURVEY, ABSTRACT NO. 717 GEORGE F. LUCAS SURVEY, ABSTRACT NO. 540 CITY OF MCKINNEY, COLLIN COUNTY, TEXAS

Wholeithe Properties, LLC 6301 Weterford Blvd, Suite 407 Cliahoma City, OK 73118

State P-12 Containing At nation that Demands 21.294 For Confidencing State Confidencing State Confidencing At Section 21.294 S

BLE Manus M. * Sudand, Deap (US)

[A][J] Bedford Group, Inc.

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
- 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

seeks reimbursement.

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



Fax:

Candace Rubin Real Estate



Information About Brokerage Services

11/2/2015

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:
 - 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. 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 Rubin	0265315	candace@candacerubin.com	(214)522-8811
Licensed Broker /Broker Firm Nan	ne or License No.	Email	Phone
Primary Assumed Business Name			
Candace Rubin	0265315	candace@candacerubin.com	(214)522-8811
Designated Broker of Firm Katina Zepp	License No.	Email katina@katinazepp.com	Phone (214)676-3709
Licensed Supervisor of Sales Age Associate	nt/ License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone
	Buver/Tenant/Seller/Landlord Initial	s Date	

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

Fax:

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