

PURCHASE AND SALE AGREEMENT

This **Purchase and Sales Agreement** (“Agreement”) to buy and sell real property is entered between Seller and Purchaser as identified below and is effective on the date (“Effective Date”) of the last of the signatures by Seller and Purchaser as parties to this Agreement and acknowledgement by Title Company of receipt of the Agreement.

Seller: Elias and Ann Dragon (collectively, “Seller”)

Seller’s Address: 305 West Bethel Road
Coppell, Texas 75019

Seller’s Attorney: _____

Telephone: (____) _____
Fax: (____) _____
Email: _____

Seller’s Broker: None

Purchaser: City of Coppell, a Texas home rule municipality

Purchaser’s Address: Attn: Mike Land, City Manager
255 Parkway
Coppell, Texas

Purchaser’s Attorney Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201
Telephone: (214) 965-9900
Facsimile: (214) 965-0010
E-mail: rhager@njdhs.com

Purchaser’s Broker: None

Property: Lot 3 of Block A of the Grapevine Springs Community Center Addition to the City of Coppell, Dallas County, Texas, commonly known as 305 West Bethel Road, Coppell Texas 75019

Inspection Period: The period commencing on the Effective Date and ending thirty (30) days after the Effective Date.

Earnest Money: \$10,000.00, to be delivered to the Title Company not later than the fifth (5th) business day after the Effective Date, which amount shall be applied to the Purchase Price, and which, save and except \$100.00 (which shall constitute the non-refundable Option Fee) may be refundable as provided in this Agreement.

Closing Date: On or before March 30, 2018 or thirty (30) days after the end of the Inspection Period, or other date mutually agreed to by the parties in writing or on the date to which the Closing Date is extended as authorized by this Agreement.

Purchase Price: TWO HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$265,000.00)

NOW, THEREFORE, in consideration of the sum of the payment of the Purchase Price and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. **Sale and Purchase.** Seller agrees to sell, and Purchaser agrees to purchase the Property as provided in this Purchase and Sale Agreement (“Agreement”) for the Purchase Price and subject to additional consideration set forth in this Agreement.

2. **Title, Survey, Environmental Reports, and Lease.**

(a) Not later than ten (10) days after the Effective Date, Seller shall, at Seller’s cost, deliver or caused to be delivered to Purchaser:

(i) legible copies of all documents referenced in the Title Commitment;

(ii) any environmental or geotechnical studies or reports that Seller may have in Seller’s possession as of the Effective Date with respect to the Property;

(iii) the most recent survey and plat of the Property that Seller has in its possession, if any. Seller shall not be required to obtain a new survey of the Property;

(iv) copies of all tenant leases and rental agreement relating to tenants occupying the Property and the additional information relating to such leases set forth in Exhibit “B,” attached hereto and incorporated herein by reference;

(v) notices or other documents regarding any uncured violation of applicable laws, rules, regulations, codes or ordinances regarding the Property, or relating to any actual or claimed existence, release or disposal of any toxic or hazardous substance or waste in, upon or affecting the Property, or relating to any pending or threatened litigation affecting the Property, if any; and

(vi) any other documents or written information in Seller’s possession relating to the Property which may be reasonably requested by Purchaser.

(b) Not later than thirty (30) days after the Effective Date hereof, Purchaser, at Purchaser’s sole option, cost and expense (even if the Closing does not occur), may have a survey (the “Survey”) of the Property prepared by a duly licensed Texas Registered Public Land Surveyor. The Survey shall be staked on the ground, and the plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to the Property, if any, and shall contain the surveyor’s certification that there are no encroachments on the Property other than what are listed on the Title Commitment and shall set forth a metes and bounds description of the Property. Upon approval of the Survey by Seller, the legal description contained in said Survey shall be used by the Parties as the legal description contained in the Special Warranty Deed and all other documents related to this Agreement without the necessity of amending this Agreement. Notwithstanding the above, Seller shall deliver to Purchaser the most recent survey obtained by Seller with respect to the Property, if

such is in Seller's possession, and Purchaser may, at Purchaser's sole option and in lieu of obtaining a new survey, obtain a certificate from a surveyor subject to approval of the Title Company certifying that no changes have occurred since the prior survey. Purchaser shall pay all costs and expenses in connection with any Survey or survey modifications or certificates obtained by Purchaser in connection with the Property, and such obligation of Purchaser shall survive any termination of this Agreement.

(c) Purchaser shall, not later than ten (10) days after Purchaser's receipt of the last of the Survey and Title Commitment (or after the expiration of the period for obtaining the Survey, if a Survey is not obtained), notify Seller and Title Company of any objections to the Survey or Title Commitment related to the Property. If there are objections by Purchaser, Seller may attempt to satisfy them prior to Closing, but Seller shall not be required to do so. If Seller delivers written notice to Purchaser not later than the fifth (5th) calendar day after Seller's receipt of Purchaser's objections that Seller is unable or unwilling to satisfy such objections, Purchaser may, as its sole and exclusive remedies hereunder, either (i) waive such objections and accept title as Seller is able or willing to convey, or terminate this Agreement by written notice to Seller and the Title Company prior to the expiration of the Inspection Period or (ii) terminate this Agreement without further liability to either Party, except as otherwise provided herein. If Purchaser elects to terminate this Agreement pursuant to this Paragraph 2(d), the Earnest Money, less the Option Fee, shall be refunded to Purchaser.

3. Inspection Period.

(a) During the Inspection Period, Purchaser and its agents, contractors, representatives, consultants or employees shall have the right to enter upon the Property during regular business hours upon reasonable notice and conduct such inspections, tests and studies as they may deem necessary. Seller be responsible for securing from Seller's tenants for Purchaser, its agents, contractors, representatives, consultants or employees the right to enter any leased space to conduct Purchaser's inspections of the Property. If for any reason Purchaser determines not to purchase the Property, Purchaser may terminate this Agreement by notifying Seller and Title Company in writing prior to the end of the Inspection Period, in which event, neither Party shall have any further claim against the other under this Agreement, except as otherwise provided herein, and Purchaser shall be entitled to a refund of the Earnest Money, but not the Option Fee. If Purchaser does not timely terminate this Agreement under this Section 3, it shall have no further right to do so under this Section 3; and Purchaser shall have waived its right to terminate this Agreement for any reason whatsoever except for Seller's default.

(b) Purchaser may enter the Property to conduct its inspection, but shall be solely responsible for and shall promptly pay for any damages caused thereby. **Purchaser shall repair any damage to the Property it causes or that is caused by its agents, contractors, representatives, consultants or employees, or any other party acting by or under the direction of Purchaser (the "Purchaser Parties"), and shall hold Seller, its representatives, officers, directors, and agents harmless from and against any and all claims, liabilities or damages to the Property or against Seller caused by the intentional or negligent acts or omissions of the Purchaser Parties; provided, that Purchaser shall not be required to hold Seller harmless for Purchaser's discovery of any violations of any applicable law, statute, rule, regulation, code or ordinance during such inspection, or discovery of any preexisting conditions present at the Property. In the event Purchaser determines a violation of any applicable law, statute, rule, regulation, code, or ordinance during inspection of the Property by the Purchaser Parties, Purchaser agrees to hold Seller harmless from any such violations which are determined to exist or have occurred without Seller's knowledge.**

In the event of any termination of this Agreement by any party, Purchaser shall restore the Property to substantially the same condition which existed on the Effective Date to the extent in any changes to the condition of the Property were made by the Purchaser Parties.

The provisions of this paragraph 3 shall expressly survive any termination of this Agreement or any Closing.

4. **Closing Date.**

The closing of the sale of the Property shall occur on the Closing Date at the Title Company, or at such other time as may be agreeable to the parties.

5. **Closing Deliverables.**

(a) At the closing of the Property, Seller shall deliver to the Title Company:

(i) a special warranty deed in form and substance reasonably acceptable to Seller and Purchaser, conveying good and indefeasible title to the Property to Purchaser, free and clear of any and all encumbrances except the Permitted Exceptions;

(ii) such documents as may be reasonably required by Title Company in order to cause Title Company to issue a Texas owner's policy of title insurance (or equivalent) in the amount of the Purchase Price, insuring such title to the Purchaser, at Seller's expense; and

(iii) signed copies of all subleases and the early lease termination agreement, if any, as required by Section 11, below, if not already delivered to Purchaser.

(b) At the Closing, Purchaser shall deliver to Seller through the Title Company:

(i) the Purchase Price in "good funds" as defined by Procedural Rule P-27 of the Texas Title Insurance Basic Manual of the Texas Department of Insurance, less any funds on deposit/in escrow with Title Company; and

(ii) such other documents as may be reasonably required by Title Company to close the contemplated transaction.

6. **Taxes.**

Seller shall pay at or before Closing all ad valorem taxes, plus any penalties, interest, court costs, and attorney's fees, if any, due on delinquent amounts not paid, for tax years prior to the year in which Closing occurs. In addition, Seller will pay at Closing the pro-rated amount of ad valorem taxes for the Property for the calendar year of Closing in accordance with Texas Tax Code §26.11. PURCHASER IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS AND EXEMPT FROM PAYMENT OF AD VALOREM TAXES ON PROPERTY OWNED BY IT FROM AND AFTER THE DATE OF ITS CONVEYANCE TO PURCHASER. Seller shall be responsible for payment of any rollback, open space or other similar taxes applicable to the Property with respect to any period prior to Closing.

7. **Closing Costs.**

(a) Seller hereby agrees to pay and be responsible for the following closing costs, which amounts may be deducted from the Purchase Price notwithstanding anything in this Agreement to the contrary:

(i) All costs related to obtaining any release of mortgage, liens, or security interests on the Property, including the costs or preparation and recording of any related releases of liens, and the recording on any other instruments necessary to cure title matters including the recording of the Dragon Deed or the replacement deed, as the case may be, as referenced in Section 2(e), above;

(ii) All costs and expenses incurred by or on behalf of Seller, including Seller's attorney's fees; and

(iii) Such other incidental costs and fees customarily paid by sellers of real property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

(b) Purchaser hereby agrees to pay and be responsible for the following closing costs:

(i) All fees and costs for the Survey;

(ii) Title Company's escrow fees;

(iii) All costs and expenses incurred by or on behalf of Purchaser, including Purchaser's attorneys' fees and Broker fees as provided in Section 14(h);

(iv) All premiums and fees for the Owner's Policy of Title Insurance, including any optional endorsements, deletions and amendments requested by Purchaser, if any, including any "survey amendment" coverage;

(v) The cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;

(vi) Recording fees for the special warranty deed; and

(vii) Such other incidental costs and fees customarily paid by purchasers of property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

8. **Permitted Exceptions.**

The (i) lien for current taxes not yet due and payable, (ii) the Seller hereby reserves all the oil, gas or mineral rights, if any, (iii) any matters shown on the Title Commitment which are promulgated by law to appear in any title insurance commitment or policy, and (iv) appropriate matters appearing on Schedule B of the Title Commitment that were not cured and to which Purchaser failed to object or otherwise waived objection shall be deemed to be Permitted Exceptions. Notwithstanding anything to the contrary herein, as a condition of Closing, Seller must resolve at Seller's sole cost the items that are listed on Schedule C of the Title Commitment which are by their nature Seller's responsibility, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Agreement, and use due diligence to cure the title and survey objections that Seller has agreed to cure.

9. **Representations and Covenants.**

(a) **Seller's Warranties.** Seller makes the following representations and warranties which are true and accurate as of the Effective Date and as of Closing:

(1) Seller has no knowledge of any violations of city, county, state, federal, building, land use, fire, health, safety, environmental, hazardous materials or other governmental or public agency codes, ordinances, regulations, or orders with respect to the Property.

(2) No litigation is pending, and to the best of Seller's knowledge, threatened with respect to the Property or Seller's interest therein, or which would inhibit Buyer obtaining clear title to the Property.

(3) To the best of Seller's knowledge, the Property is not contaminated with, nor threatened with contamination from any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, county, local or regional authority or which is known to pose a hazard to health and safety and, to the best of Seller's knowledge, the Property has never been used for a landfill, dump site, underground improvements, storage of hazardous or regulated substances, or by a manufacturer of any product or for any other industrial use, nor, to the best of Seller's knowledge, is the Property subject to any wetlands or other environmental limitation (collectively, "**Contamination**") (the foregoing being the "**Environmental Warranty**").

(4) Except as disclosed to Purchaser in writing, Seller has no knowledge of any unrecorded leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal affecting or relating to the Property in any way other than the leases provided to Purchaser pursuant to Section 2(a)(iv) of this Agreement.

(5) Except to the extent this Agreement provides otherwise or upon the agreement of Seller, Seller will take no action to alter the condition of the Property as of the Effective Date of this Agreement until Closing.

(6) The individuals signing this Agreement on behalf of Seller have the authority to bind the Seller to the agreements set forth herein.

(b) Environmental Remediation Obligations. In the event the Environmental Warranty is untrue, Seller agrees, at its sole cost and expense, to perform all acts necessary to cause the Property to comply with all federal, state and local environmental laws, rules and regulations. Purchaser may postpone Closing until Seller does so, or postpone Closing and undertake actions necessary to fulfill Seller's obligations hereunder and receive a credit against the Purchase Price for the expenses incurred by Purchaser in fulfilling Seller's duties hereunder.

(c) Purchaser represents that it has authority to enter into this Agreement and that this Agreement represents the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

The only representations made by any party concerning the Property and this Agreement are as set out in this Section 9. The representations set forth in this Section 9 shall survive Closing.

10. **Property Sold As Is.**

(a) Purchaser represents that as of the Closing Date that it:

(i) will have fully inspected, or been provided the opportunity to inspect, the Property;
and

(ii) will have made all investigations as it deems necessary or appropriate and will be relying solely upon its inspection and investigation of the Property for all purposes whatsoever,

including, but not limited to, the determination of the condition of the structures, improvements, soils, subsurface, drainage, surface and groundwater quality, and all other physical characteristics; availability and adequacy of utilities; compliance with governmental laws and regulations; access; encroachments; acreage and other survey matters and the character and suitability of the Property.

(b) Purchaser acknowledges and agrees that the Property is being purchased and will be conveyed "AS IS" with all faults and defects, whether patent or latent, as of the Closing.

(c) Except with respect to the special warranty of title contained in the deed from Seller pursuant to this Agreement, Purchaser acknowledges and agrees that Seller has made no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Property, its condition, any items, documents or other deliveries given to Seller, or any other matters whatsoever, made to or furnished to Purchaser by Seller or any employee or agent of Seller, except as specifically set forth in this Agreement.

(d) Condition of the Property until Closing; Cooperation; No Recording of Agreement

(1) Maintenance and Operation. Until closing, Seller will (i) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (ii) use the Property in the same manner as it was used on the Effective Date; and (iii) comply with all contracts, laws, and governmental regulations affecting the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Purchaser of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Purchaser may consider the new information before the end of the Inspection Period. If Seller's notice is given within three (3) days before the end of the Inspection Period, the Inspection Period will be extended for three (3) days. After the end of the Inspection Period, Seller may not enter into, amend, or terminate any contract that affects the Property without first obtaining Purchaser's written consent.

(2) Casualty Damage. Seller will notify Purchaser promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before Closing and Buyer shall have no right to terminate this Agreement as the result of such damage; provided, however, (i) Seller will convey the Property to Buyer in its damaged condition, (b) Buyer shall receive a credit against the Purchaser Price in an amount equal to the proceeds of any property insurance policies covering the Property to the extent of the amount of such proceeds attributable to the cost to repair the casualty damage; and (c) Seller shall not be entitled to continued possession and occupancy of the Property after Closing as provided in Section 5(a)(iii).

11. Additional Condition of Closing – Existing Leases:

(a) Purchaser acknowledges and understands that as of the Effective Date, the Property is occupied by tenants of whom Seller represents are presently leasing space in the Property without benefit of a written lease agreement and on a month-to-month basis ("the Month to Month Tenants") the Property pursuant to written lease agreement dated on the condition that the lease is terminated effective immediately and the tenant will vacate the premise on or before March 15, 2018.

In the event the foregoing conditions have not been satisfied on or before the fifth (5th) day before end of the Inspection Period, the Inspection Period shall be automatically extended for a period of fifteen (15) additional calendar days. In the event the foregoing conditions have not been satisfied on or before the fifth

(5th) day before end of the Inspection Period as extended by said 15-day period, Purchaser may, at its sole option and discretion and before the end of the Inspection Period as extended, notify Seller that the Inspection Period is to be extended for a period of up to thirty (30) additional days. In the event the foregoing conditions have not been satisfied on or before the fifth (5th) day before end of the Inspection Period as extended the second time, Purchaser shall have the right to terminate this Agreement and be refunded the Earnest Money less the Option Fee, at which time the parties shall have no further liability to each other pursuant to this Agreement.

(b) Seller shall have the right to retain all rent paid, if any, by the current Tenants and the tenants prior to Closing.

12. **Remedies.**

Except with respect to any indemnities and obligations set forth in Paragraph 3, and Seller's right to reasonable attorney's fees in enforcing any part of this Agreement, if Purchaser defaults, Seller's sole remedy shall be to terminate this Agreement and retain the Earnest Money. If Seller defaults, Purchaser's sole remedy shall be to terminate this Agreement and obtain a refund of the Earnest Money and the Option Fee. No termination shall occur pursuant to a default until the non-defaulting party has provided written notice of default not less than ten (10) days prior to the proposed date of termination and the defaulting party has failed to cure the default.

13. **Notices.**

Notices must be in writing and may be hand delivered and/or mailed by certified mail with return receipt requested, or sent by facsimile transmission, to the addresses stated above. Notice given by delivery service shall be effective upon receipt at the address of the addressee; notice given by mail shall be effective upon earlier of actual receipt or three (3) days after placing the notice in a receptacle of the United States Postal Service, postage prepaid and properly addressed, and notice sent by facsimile transmission shall be effective upon electronic confirmation of receipt. In addition, copies of notices shall be provided to the party's attorney at the addresses indicated above.

14. **Miscellaneous.** This Agreement is subject to the following additional provisions and conditions:

(a) *Entireties.* This Agreement, contain the entire agreement of the parties pertaining to the purchase and sale, of the Property. The parties agree that there are no oral agreements, understandings, representations or warranties made by the parties that are not expressly set forth in this Agreement. Any prior written agreements, understandings, representations or warranties between the parties will be deemed merged into and superseded by this Agreement, unless it is clear from the written document that the intent of the parties is for the previous written agreement, understanding, representation or warranty to survive the execution of this Agreement.

(b) *Modifications.* This Agreement may only be modified by a written document signed by both parties.

(c) *Assignment.* Purchaser may not assign its rights under this Agreement, except (i) to any entity controlling, controlled by, or under common control with, Purchaser, or (ii) to any person or entity with the express written consent of Seller (which consent shall not be unreasonably withheld).

(d) *Time is of the Essence.* Time is of the essence with respect to the performance by the parties of their respective obligations hereunder.

(e) *Effective Date.* The Effective Date of this Agreement shall be the last date on which the authorized representatives of all Parties have signed this Agreement, and the Title Company has acknowledged in writing its receipt of this Agreement as so signed.

(f) *Non-Business Day.* If the final date of any period provided herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, federal holiday, or a day on which Seller's main offices are not open for regular business, then the end of such period shall be extended to the next day that is not one of the foregoing described days.

(g) *Zoning.* Seller assumes no obligation to change the current zoning on the Property.

(h) *Brokers.* Purchase and Seller acknowledge and agree that Purchaser's Broker will be paid a fee by Purchaser pursuant to a separate agreement between Purchaser and Purchaser's Broker. Except as provided in the foregoing sentence, both parties represent and warrant they have worked with no other broker relative to this transaction and that no brokerage commission is due and payable upon the Closing. To the extent allowed by law, each party agrees to indemnify, defend, and hold the other party harmless from and against any costs, expenses or liability for any compensation, commission, fee, or charges that may be claimed by any agent, finder or other similar party, other than the named Seller's Broker, by reason of any dealings or acts of the indemnifying party.

(i) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and constitute one and the same instrument; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(j) *Legal Construction.* In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

(k) *Law Governing.* This Agreement shall be construed under and in accordance with the laws of the State of Texas; and venue for any action arising from this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court in any such action.

(l) *Survival of Covenants.* Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive.

(m) *Attorneys' Fees.* The prevailing party in any legal proceeding brought to enforce this Agreement, or brought relating to the transaction contemplated by this Agreement, will be entitled to recover from the non-prevailing party's court costs, reasonable attorneys' fees and all other reasonable related expenses.

(n) *Recordation Not Permitted.* In no event will this Agreement or any memorandum of this Agreement be recorded by Purchaser in the Official Records. Any such recordation will constitute a default under this Agreement by Purchaser entitling Seller to the remedies provided by Paragraph 12.

(o) *Conveyance In Lieu of Eminent Domain Proceedings; Relocation Assistance.* The Parties understand, acknowledge, and agree that (i) Purchaser is a Texas home rule municipality which has the power of eminent domain pursuant to the Constitution and laws of the State of Texas and (ii) Purchaser has

advised Seller that Purchaser desires to acquire the Property for a public purpose. The Parties further agree that this Agreement constitutes a negotiated agreement between the Parties for the sale of the Property by Seller to Purchaser order to avoid the time and expense that would be involved if Purchaser were required to exercise it power of eminent domain to acquire the Property. Seller acknowledges and agrees that a portion of the Purchase Price constitutes the complete and full satisfaction of the payment by Purchaser of costs related to relocation assistance to which Seller might otherwise be entitled under Texas Property Code §21.046, in association with the displacement of Seller from the Property pursuant to an acquisition of the Property by Purchaser pursuant a petition in eminent domain.

[Signatures follow on immediately subsequent pages.]

SELLERS' SIGNATURE PAGE

SIGNED AND AGREED this the _____ day of _____, 2018.

Seller: Dragon Family

By:

Elias Dragon

By:

Ann Dragon

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____,
2018, by Elias and Ann Dragon.

[SEAL]

Notary Public, State of Texas

My commission expires: _____

PURCHASER'S SIGNATURE PAGE

SIGNED AND AGREED this the _____ day of _____, 2018.

CITY OF COPPELL, TEXAS

By: _____
Mike Land, City Manager

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____,
2018, by Mike Land.

[SEAL]

Notary Public, State of Texas

My commission expires: _____

TITLE COMPANY RECEIPT OF AGREEMENT

Title Company acknowledges receipt of a copy of this Agreement executed by both Seller and Purchaser on the ___ day of _____, 2018.

By: _____

Exhibit A
Property Description

Exhibit B
Lease Agreement