

ENTERED

January 13, 2025

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	Chapter 11
	§	
THE AZTEC FUND HOLDING, INC., <i>et al.</i> , ¹	§	Case No. 24-90436 (CML)
	§	
Debtors.	§	(Jointly Administered)
	§	

**ORDER AUTHORIZING AND APPROVING
(I) SALE OF PINNACLE PARK LAND PROPERTY FREE AND CLEAR OF ALL
LIENS, CLAIMS, AND ENCUMBRANCES AND (II) GRANTING RELATED RELIEF**

Upon consideration of the *Debtors' Emergency Motion for Entry of an Order (I) Approving Bidding and Notice Procedures; (II) Setting Dates for Auction and Sale Hearing; (III) Approving Sale of Certain Real Property Free and Clear of Liens, Claims, and Encumbrances; and (IV) Granting Related Relief* (the "Motion")² [Dkt. No. 190] filed by the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), including TAF Pinnacle Park Land, LLC ("TAF PPL"), seeking entry of an order authorizing and approving, among other things, the sale (the "Sale") of certain real property at 4252 Interstate Highway 30, Dallas, Texas 75211, pursuant to that certain *Purchase and Sale Contract* (the "Purchase Agreement") attached hereto as **Exhibit 1** by and between TAF PPL and Farmer Group, LLC (the "Purchaser"); and this Court having determined that the relief requested in the Motion is in the best interest of the Debtors, their estates, their creditors and other parties in interest; and after due deliberation thereon; and good

¹ The "Debtors" in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, if any, are: The Aztec Fund Holding, Inc. (7839); Aztec OME Holdings, Inc. (1731); OME 2001 Mark Center, LLC (9459); OME Bowie Corporate Center, LLC (2184); OME Lake Vista III & IV, LLC (4040); OME Windward Oaks, LLC (5261); TAF 5775 DTC, LLC (2526); TAF Intellicenter, LLC (0832); TAF Lakeside II, LLC (0253); TAF Pinnacle Park, LLC (3055); TAF Pinnacle Park Land, LLC (4591); and TAF Royal Tech, LLC (6049). The Debtors' service address is: Paseo de los Tamarindos 90, Torre 2 - Piso 27, Bosque de las Lomas, CDMX 05120.

² Capitalized terms not defined herein have the meaning attributed to them in the Motion or the Purchase Agreement (defined below), as applicable.

and sufficient cause appearing therefor, including for the reasons stated on the record at the hearing seeking approval of the Sale (the “Sale Hearing”), and based on the evidence:

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The Court has jurisdiction to hear and determine the Motion and to grant the relief requested in the Motion pursuant to 28 U.S.C. § 157 and 1334. Venue of the Debtors’ chapter 11 cases (the “Chapter 11 Cases”) and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

B. The statutory and legal predicates for the relief requested in the Motion are sections 105 and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101 - 1532 (as amended, the “Bankruptcy Code”), and Rules 2002, 6004, 6006, 9006, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

C. TAF PPL filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code on August 5, 2024 (the “Petition Date”).

D. TAF PPL owns certain real property that it is selling at 4252 Interstate Highway 30, Dallas, Texas 75211, as more fully described in **Exhibit 1** attached to the Motion (the “Property”).

E. TAF PPL owns good, sufficient, and marketable title to the Property, subject to any and all claims, interests, liens, and encumbrances as may otherwise exist (all such claims, interests, liens, and encumbrances, the “Interests”). Pursuant to all applicable bankruptcy and non-bankruptcy law, TAF PPL has the ability and power to transfer title to the Property to the Purchaser.

F. Pursuant to the terms of the Purchase Agreement, the Purchaser will pay TAF PPL a purchase price of \$3,300,000.00 (the “Purchase Price”), subject to any adjustments as provided in the Purchase Agreement. Said consideration is reasonable, fair, and constitutes

adequate consideration for the Property, and TAF PPL has taken sufficient and adequate steps to maximize such consideration.

G. TAF PPL has exercised sound and appropriate business judgment in negotiating and proposing the sale of the Property. Approval of the sale of the Property in accordance with the terms of the Purchase Agreement is in the best interests of the Debtors' estates.

H. Due, sufficient, adequate, and appropriate notice of the Motion and sale of the Property in accordance with the terms of the Purchase Agreement has been provided to parties-in-interest in the Chapter 11 Cases.

I. Time is of the essence to the sale of the Property, and to the extent that the relief provided herein is not immediately granted, TAF PPL and its estate will suffer immediate and irreparable harm. Accordingly, the waiver of any stay of this Order is appropriate and in the best interests of the Debtors' estates.

J. In accordance with the provisions of the *Order (I) Approving Bidding and Notice Procedures; (II) Setting Dates for Auction and Sale Hearing; and (III) Granting Related Relief* [Dkt. No. 204] (the "Bid Procedures Order"), and as evidenced by the certificate of service previously filed with this Court, TAF PPL served the Sale Notice (as defined in the Bid Procedures Order), together with a copy of the Bid Procedures Order and the Bidding Procedures (as defined in the Bid Procedures Order), on the Sale Notice Parties (as defined in the Bid Procedures Order).

K. TAF PPL and the Purchaser negotiated, proposed, and entered into the Purchase Agreement without collusion, in good faith, and from arms' length bargaining positions.

L. The Purchaser is not an "insider" or "affiliate" of TAF PPL as those terms are defined in sections 101(31) and 101(2) of the Bankruptcy Code. Neither TAF PPL nor the

Purchaser has engaged in any conduct that would cause or permit the Purchase Agreement to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code.

M. The Purchaser is purchasing the Property in good faith and is a good faith Purchaser within the meaning of section 363(m) of the Bankruptcy Code. The Purchaser proceeded in good faith in connection with all aspects of the Sale. The Purchaser (i) recognized that TAF PPL was free to deal with any other party interested in acquiring the Property, (ii) complied with the Bid Procedures Order, and (iii) willingly subjected its bid to the competitive Bidding Procedures approved in the Bid Procedures Order. Accordingly, the Purchaser is entitled to all of the protections afforded under section 363(m) of the Bankruptcy Code, including in the event this Sale Order or any portion thereof is reversed or modified on appeal, and the Purchaser has otherwise proceeded in good faith in all respects in connection with the Sale specifically and in the Chapter 11 Cases generally.

N. Other parties have had a reasonable opportunity to make a higher or otherwise better offer to purchase the Property, and TAF PPL has determined that the Purchase Agreement constituted the highest and best offer for the Property and selected the Purchase Agreement as the Successful Bid. TAF PPL's determination that the Purchase Agreement constitutes the highest and best offer for the Property and its selection of the Purchase Agreement as the Successful Bid constitute a valid and sound exercise of the TAF PPL's business judgment. The Court's approval of the Motion, the Purchase Agreement, and the transaction as a whole maximizes the TAF PPL's recovery for the Property and thus is in the best interests of TAF PPL and its estate, creditors, and all other parties in interest.

O. The consideration provided by the Purchaser pursuant to the Purchase Agreement (i) is fair and adequate, (ii) is the highest or otherwise best offer for the Property, (iii) will provide

a greater recovery for the TAF PPL's estate than would be provided by any other available alternative, and (iv) constitutes reasonably equivalent value and fair consideration (as those terms are defined in each of the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and section 548 of the Bankruptcy Code) and otherwise constitutes fair consideration under the Bankruptcy Code and under applicable state law. The Purchase Agreement was not entered into, and the Sale is not being consummated, for the purpose of hindering, delaying, or defrauding creditors of TAF PPL under the Bankruptcy Code or under applicable state law. Neither TAF PPL nor the Purchaser has entered into the Purchase Agreement or is consummating the Sale with any fraudulent or otherwise improper purpose.

P. The Purchaser is not a mere continuation of TAF PPL or its estate, and there is no continuity of enterprise between the Purchaser and TAF PPL. The Purchaser is not holding itself out to the public as a continuation of TAF PPL. The Purchaser is not a successor to TAF PPL or its estate and the Sale does not amount to a consolidation, merger, or de facto merger of the Purchaser and TAF PPL. The Purchaser will not have any successor or transferee liability or liabilities, whether known or unknown and whether asserted or unasserted as of the closing, of TAF PPL or any affiliate of TAF PPL (whether under federal or state law or otherwise) as a result of the Sale of the Property.

Q. The consummation of the Sale of the Property to the Purchaser is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), and 363(m) of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Sale. In particular, TAF PPL may sell the Property free and clear of all Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in sections 363(f)(1)-(5)

of the Bankruptcy Code has been satisfied. Any party with an Interest in the Property who did not object, or who withdrew its objection, to the Sale or the Motion is deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Any party with an Interest in the Property who did object falls within one or more of the other subsections of section 363(f) of the Bankruptcy Code and is adequately protected by having its Interest, if any, attach to the net cash proceeds of the Sale ultimately attributable to the Property with the same validity, enforceability, priority, and force and effect as it had against the Property or their proceeds as of the Petition Date.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is **GRANTED** as set forth herein.
2. All objections to the Motion that have not been withdrawn, waived, or settled are hereby **OVERRULED** on the merits, with prejudice, subject to the conditions and protections to certain creditors as expressly provided herein.
3. Pursuant to sections 105(a), 363(b) and 363(f) of the Bankruptcy Code, TAF PPL is immediately authorized to sell and transfer all of TAF PPL's right, title and interest in and to the Property to the Purchaser in accordance with the Purchase Agreement (including any ancillary documents), and such sale and transfer shall (a) constitute a legal, valid, binding, and effective transfer of the Property, (b) upon TAF PPL's receipt of the Purchase Price, vest the Purchaser with all right, title and interest of TAF PPL to the Property free and clear of all Interests in and on the Property pursuant to section 363(f) of the Bankruptcy Code (other than the Permitted Exceptions), and (c) constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and applicable state law.
4. It is ordered that the sale of such Property shall be free and clear of all liens, claims and encumbrances pursuant to section 363(f) of the Bankruptcy Code, provided, however, that ad

valorem property taxes for current year 2024 taxes and any prior tax year shall be paid in full at closing; and, in the event closing is delayed to after December 31, 2024, ad valorem tax liens arising and attaching to the subject Property by operation of law on January 1, 2025, shall remain attached to the real property to secure payment of 2025 ad valorem taxes, which, notwithstanding any pro rations under the Contract, shall become the liability of the Purchaser. In the event of any proration of taxes attributable to periods of ownership between the Debtors and the Purchaser, any dispute regarding such proration of the ad valorem taxes shall have no effect on Purchaser's responsibility to pay the 2025 ad valorem taxes.

5. Upon Closing, the Purchaser shall hold title to the Land free and clear of all Interests existing immediately prior thereto without need for any release of lien or termination of any UCC financing statement, and this Order shall alone be sufficient to evidence the same and may be filed with any authority to further evidence the same. A copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder of any state, county, or local authority to act to cancel any of the Interests of record except the Permitted Exceptions.

6. Except as otherwise provided in the Purchase Agreement, on and after closing, all persons or entities, including, but not limited to, all debt security holders, equity security holders, governmental entities or agencies, taxing entities, regulatory authorities, lenders, tort claimants, litigants, trade creditors, laborers, materialmen, municipalities, and other creditors holding Interests of any kind and nature whatsoever against TAF PPL or the Property shall be and hereby are forever barred, estopped, and permanently enjoined from asserting, prosecuting, commencing, continuing, or otherwise pursuing in any manner any action, claim, or other proceeding of any kind, directly or indirectly, against the Purchaser, any affiliates of the Purchaser (as they existed immediately prior to closing), or the Property, including any action, claim, or other proceeding

seeking to prevent or interfere with the consummation of the Sale, with the retrieval by the Purchaser or the delivery to the Purchaser of possession of the Property, or with any access to or any use, benefit, or enjoyment of the Property by the Purchaser, except with respect to the Permitted Exceptions. Following the Closing Date, no holder of an Interest in or against TAF PPL or the Property shall interfere with the Purchaser's title to or use and enjoyment of the Property based on or related to such Interest, except with respect to the Permitted Exceptions.

7. Except as expressly set forth in the Purchase Agreement or in this Order, the Purchaser shall have no liability or responsibility for any liability or other obligation of TAF PPL arising under or related to the Property, and in no event shall the Purchaser have any liability or responsibility for any liabilities of TAF PPL. Without limiting the effect or scope of the foregoing, the transfer of the Property from TAF PPL to the Purchaser does not and will not subject the Purchaser or its affiliates, successors or assigns to any liability for Interests in or claims (as that term is defined in section 101(5) of the Bankruptcy Code) against TAF PPL or the Property by reason of such transfer under the laws of the United States or any state, territory or possession thereof applicable to such transactions. Neither the Purchaser nor its affiliates, successors, or assigns shall be deemed, as a result of actions taken in connection with the purchase of the Property: (a) to be a successor to TAF PPL or (b) be a continuation or substantial continuation of TAF PPL or any enterprise of TAF PPL.

8. Upon Closing, any and all Interests in the Property existing immediately prior to the transfer thereof, including, with respect to Bank of America, N.A. ("BANA") the Adequate Protection Lien under and as defined in the *Agreed Final Order (I) Authorizing Post-Petition Use of Cash Collateral, (II) Granting Adequate Protection, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* (the "Cash Collateral Order") [Dkt. No. 126], shall attach to the

proceeds of the Sale with the same validity, extent, enforceability, priority, and force and effect as they had against the Property or their proceeds as of the Petition Date or, with respect to BANA's Adequate Protection Lien, at the time such Adequate Protection Lien was granted, subject to any rights, claims and defenses TAF PPL or any other party in interests may possess with respect thereto. All holders of Interests in or on the Property are adequately protected by having their Interests attach to the proceeds of the Sale against or in which such Interests are asserted as provided herein.

9. Upon Closing, this Order (a) shall be effective as a determination that all Interests of any kind or nature whatsoever existing solely with respect to the Property at issue in this Order, have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected with all such Interests attaching to the proceeds from the Sale in accordance with this Order except as otherwise provided herein, and (b) shall be binding upon and shall govern the acts of all entities, including without limitation all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Property.

10. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing claims or Interests with respect to the Property shall not have delivered to TAF PPL prior to the closing of the purchase of the Property, in proper form for filing and executed by the appropriate parties, termination statements,

instruments of satisfaction, releases of all Interests which the person or entity has with respect to the Property, then (a) TAF PPL is hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Property and (b) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Interests in the Property of any kind or nature whatsoever.

11. The reversal or modification of the authorization provided herein to consummate the transactions contemplated herein shall not affect the validity of the sale of the Property to the Purchaser. The Purchaser has entered into the Purchase Agreement in good faith and is a purchaser in good faith of the Property as that term is used in section 363(m) of the Bankruptcy Code, and, upon the occurrence of the Closing of the purchase of the Property, the Purchaser shall have all of the protections afforded by section 363(m) of the Bankruptcy Code.

12. Following TAF PPL's, BANA's (via email by counsel) and the Purchaser's approval of the closing statement for the Sale (the "Closing Statement") prior to the Closing, TAF PPL or its representative or designee is authorized and directed to utilize and disburse the proceeds of the Sale as set forth in the Closing Statement. The Closing Statement shall provide that the Escrow Agent (as defined in the Purchase Agreement) will deposit the net cash proceeds of the Sale into a Collateral Account or other Deposit Account (as defined in the Cash Collateral Order). Such Collateral Account or other Deposit Account shall hold such Sale proceeds, and the Debtors shall not use, pay or otherwise distribute such Sale proceeds, absent a written agreement between the Debtors and BANA or further order of this Court, entered into after notice and opportunity for hearing. Such notice shall include a statement that the Debtors have conferred and have not been able to reach agreement with BANA regarding the use of the Sale proceeds.

13. Without need for any additional Court order or management approvals, TAF PPL, its officers, directors, employees, managers, members, and agents are authorized and directed to execute and deliver, and empowered to perform under, consummate, and implement the transactions contemplated by the Purchase Agreement for the purchase of the Property only, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the transactions contemplated by the Purchase Agreement for the purchase of the Property only, and to take all further actions as may be reasonably requested by the Purchaser or otherwise required under the Purchase Agreement without further order of this Court for the purchase of the Property only.

14. The terms of this Order shall be binding on and inure to the benefit of TAF PPL, the Purchaser, all creditors and all other parties in interest, and any successors of such parties including, but not limited to, any trustee or examiner with expanded powers appointed in the Chapter 11 Cases or upon the conversion of the Chapter 11 Cases to a cases under chapter 7 of the Bankruptcy Code.

15. To the extent that this Order is inconsistent with the Purchase Agreement or any prior order or pleading with respect to the Motion in this Chapter 11 Case, the terms of this Order shall govern.

16. Each and every federal, state, and local governmental agency or department is hereby directed to accept for filing and/or recording, and approve as appropriate and/or required by law, any and all documents and instruments necessary and appropriate to consummate the transactions contemplated in the Purchase Agreement.

17. Notwithstanding any provision in the Bankruptcy Rules to the contrary, the terms of this Order shall be immediately effective and enforceable upon this Order's entry and not subject

to any stay, notwithstanding the possible applicability of Bankruptcy Rules 6004(h) and 6006(d) or otherwise.

18. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order, the Purchase Agreement, all amendments thereto, and any waivers and consents thereunder, and any agreement read into the record at the Sale Hearing or embodied in this Order, and each ancillary document executed in connection with any of the foregoing to which TAF PPL is a party or which has been assigned by TAF PPL to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Property to the Purchaser, (b) interpret, implement, and enforce the provisions of this Order, and (c) protect the Purchaser against any Interests in or against TAF PPL or the Property of any kind or nature whatsoever; provided, however, that in the event the Court abstains from exercising or declines to exercise jurisdiction or is without jurisdiction, such abstention, refusal or lack of jurisdiction shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

Signed: January 13, 2025



Christopher Lopez
United States Bankruptcy Judge

EXHIBIT 1

PURCHASE AND SALE CONTRACT

THIS PURCHASE AND SALE CONTRACT (this “**Contract**”) is entered into as of the 9th day of January, 2025 (the “**Effective Date**”), by and between **TAF Pinnacle Park Land, LLC**, a Texas limited liability company, having an address at Paseo de los Tamarindos 90, Torre 2 - Piso 27, Bosque de las Lomas, CDMX 05120 (“**Seller**”), and **Farmer Group, LLC a Missouri LLC**, having a principal address at 221 Bolivar St., Jefferson City, MO 65101-1572 (“**Purchaser**”).

NOW, THEREFORE, in consideration of mutual covenants set forth herein, Seller and Purchaser hereby agree as follows:

RECITALS

A. Seller owns the real estate located in Dallas County, Texas, as more particularly described in **Exhibit A** attached hereto and made a part hereof, commonly known as 4252 Interstate Highway 30, Dallas, Texas 75211.

B. Purchaser desires to purchase, and Seller desires to sell such land on the terms and conditions set forth below.

ARTICLE I DEFINED TERMS

Unless otherwise defined herein, any term with its initial letter capitalized in this Contract shall have the meaning set forth in **Schedule 1** attached hereto and made a part hereof.

ARTICLE II PURCHASE AND SALE, PURCHASE PRICE & DEPOSIT

2.1 **Purchase and Sale.** Seller agrees to sell and convey to Purchaser the Property and Purchaser agrees to purchase the Property from Seller, all in accordance with the terms and conditions set forth in this Contract.

2.2 **Purchase Price and Deposit.** The total purchase price for the Property is three million three hundred thousand and No/100 Dollars (\$3,300,000.00) (“**Purchase Price**”), payable by Purchaser, as follows:

2.2.1 Pursuant to the *Order (I) Approving Bidding and Notice Procedures; (II) Setting Dates for Auction and Sale Hearing; and (III) Granting Related Relief* [Dkt. No. 204] (“**Bid Procedures Order**”) and the procedures established thereunder regarding bidding (the “**Bid Procedures**”), prior to the Effective Date, Purchaser delivered to Commonwealth Land Title Company, 4400 MacArthur Blvd., Suite 800, Newport Beach, CA 92660, Attention: David Noble, Telephone: (714) 289-3379, Email: David.Noble@fnf.com (“**Escrow Agent**” or “**Title Insurer**”) a non-refundable earnest money deposit of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) (the “**Deposit**”) by wire transfer of immediately available funds (“**Good Funds**”).

2.2.2 The balance of the Purchase Price for the Property shall be paid to and received by Escrow Agent by wire transfer of Good Funds no later than 10:00 a.m. on the Closing Date.

2.3 **Independent Contract Consideration.** Notwithstanding anything in this Contract to the contrary, One Hundred Dollars (\$100.00) of the Deposit (the “**Independent Consideration**”) shall be paid to Seller upon any termination of this Contract, it being the intent of the parties that the Independent Consideration is independent of any other consideration provided under this Contract, shall be fully earned by Seller upon the Date of this Contract, and is not refundable to Purchaser under any circumstances. Accordingly, and notwithstanding anything else in this Contract to the contrary, if this Contract is terminated pursuant to a right of termination in this Contract and such provision calls for the Deposit to be returned to Purchaser, such provision shall be deemed to read “the Deposit, less the Independent Consideration”, which Independent Consideration shall be released to Seller, and the balance of the Deposit shall be returned to Purchaser.

ARTICLE III PROPERTY MATERIALS

3.1 **Property Materials.**

3.1.1 As of the Effective Date, and to the extent the same exist and are in Seller's possession or reasonable control (subject to Section 3.1.1), Seller has made available to Purchaser the documents set forth on Schedule 3.1 (together with any other documents or information provided by Seller or its agents to Purchaser with respect to the Property, the "**Materials**") for review by Purchaser.

3.1.2 In providing the Materials to Purchaser, other than Seller's Representations, Seller makes no representation or warranty, express, written, oral, statutory, or implied, and all such representations and warranties are hereby expressly excluded and disclaimed. All Materials are provided for informational purposes only and, if this Contract is terminated for any reason, Purchaser shall certify in writing to Seller the destruction of such Materials. Recognizing that the Materials delivered or made available by Seller pursuant to this Contract may not be complete or constitute all of such documents which are in Seller's possession or control, but are those that are readily and reasonably available to Seller, Purchaser shall not in any way be entitled to rely upon the completeness or accuracy of the Materials and will instead in all instances rely exclusively on its own Inspections and Consultants with respect to all matters which it deems relevant to its decision to acquire, own and operate the Property.

ARTICLE IV TITLE

4.1 **Title Documents.** As of the Effective Date, Seller has caused to be delivered to Purchaser a standard form commitment or preliminary title report ("**Title Commitment**") to provide an American Land Title Association owner's title insurance policy for the Property, using the current policy jacket customarily provided by the Title Insurer, in an amount equal to the Purchase Price (the "**Title Policy**"), together with copies of all instruments identified as exceptions therein (together with the Title Commitment, referred to herein as the "**Title Documents**"). Seller shall be responsible only for payment of the basic premium for the Title Policy. Purchaser shall be solely responsible for payment of all other costs relating to procurement of the Title Commitment, the Title Policy, and any requested endorsements.

4.2 **Survey** As of the Effective Date, Seller has delivered to Purchaser the existing survey of the Property, if any, which is in Seller's possession or reasonable control (the "**Survey**").

4.3 **Permitted Exceptions.** The Deed delivered pursuant to this Contract shall be subject to the following, all of which shall be deemed "**Permitted Exceptions**":

- 4.4.1 All matters shown in the Title Documents and the Survey;
- 4.4.2 The standard printed exceptions on a Form T-1 TLTA Owner's Policy of Title;
- 4.4.3 Non-delinquent lines for general real estate taxes and assessments;
- 4.4.5 Applicable zoning and governmental regulations and ordinances; and
- 4.4.6 Any defects in or objections to title to the Property, or title exceptions or encumbrances, arising by, through or under Purchaser.

4.5 **Purchaser Financing.** Purchaser assumes full responsibility to obtain the funds required for settlement, and Purchaser's acquisition of such funds shall not be a contingency to the Closing.

ARTICLE V CLOSING

5.1 **Closing Date.** The Closing shall occur no later than ten (10) days after an order approving this sale is issued and entered by the Bankruptcy Court as set forth in Section 8.3 below at the time set forth in Section 2.2.2 (the "**Closing Date**") through an escrow with Escrow Agent, whereby Seller, Purchaser and their attorneys need not be physically present at the Closing and may deliver documents by overnight air courier or other means. Seller shall give to Purchaser at least two (2) business days prior written notice of the Closing Date accompanied by a copy of such entered order.

5.2 **Seller Closing Deliveries.** No later than one (1) Business Day prior to the Closing Date, Seller shall deliver to Escrow Agent, each of the following items:

5.2.1 Special Warranty Deed (the "**Deed**") in the form attached as **Exhibit B** to Purchaser, subject to the Permitted Exceptions.

5.2.2 Seller's counterpart signature to the closing statement prepared by the Title Insurer.

5.2.3 A title affidavit, which is sufficient to enable Title Insurer to delete the removable standard pre-printed exceptions to the title insurance policy to be issued pursuant to the Title Commitment; provided however, that Seller shall not be obligated to provide a title affidavit addressing the pre-printed exceptions related to the Survey if Purchaser has not provided a new or updated Survey to the Title Company as referenced in Section 4.2.

5.2.4 A certification of Seller's non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended.

5.2.5 Resolutions, certificates of good standing, and such other organizational documents as Title Insurer shall reasonably require evidencing Seller's authority to consummate this transaction.

5.3 **Purchaser Closing Deliveries.** No later than 1 Business Day prior to the Closing Date (except for the balance of the Purchase Price which is to be delivered at the time specified in Section 2.2.2), Purchaser shall deliver to the Escrow Agent (for disbursement to Seller upon the Closing) the following items:

5.3.1 The full Purchase Price (with credit for the Deposit), plus or minus the adjustments or prorations required by this Contract.

5.3.2 A title affidavit or an indemnity form (pertaining to Purchaser's activity on the Property prior to Closing), reasonably acceptable to Purchaser, which is sufficient to enable Title Insurer to delete the standard pre-printed exceptions to the title insurance policy to be issued pursuant to the Title Commitment.

5.3.3 Any declaration or other statement which may be required to be submitted to the local assessor.

5.3.4 Purchaser's counterpart signature to the closing statement prepared by the Title Insurer.

5.3.5 Resolutions, certificates of good standing, and such other organizational documents as Title Insurer shall reasonably require evidencing Purchaser's authority to consummate this transaction.

5.4 **Closing Prorations and Adjustments.** To the extent not previously paid, ad valorem taxes for 2024 shall be paid at Closing. Ad valorem taxes shall be prorated on an accrual basis, with Seller paying for its prorated share of any 2025 taxes. Purchaser shall assume the payment of *ad valorem* taxes for the calendar year 2025 and subsequent years from and after the Closing Date, including subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership as provided herein. If this sale or Purchaser's use of the Property after Closing results in the assessment of additional taxes, penalties or interest (collectively, "**Assessments**") for periods prior to Closing, the Assessments will be the obligation of Purchaser. Obligations imposed by this

paragraph will survive Closing. Purchaser shall receive all income from and after the Closing Date, if any, and bear all expenses from and after the Closing Date.

5.5 **Expenses.** Seller shall pay its share of the prorations as set forth in Section 5.4 hereof, one-half of the escrow fee charged by the Title Company, its own attorney's fees, the costs of the title search fee and the Commitment, and the title insurance premium for the Title Policy. Seller shall pay no other costs or expenses in connection with this Contract and the consummation of the transactions contemplated hereby. Purchaser shall pay the cost of its proportionate share of the prorations as set forth in Section 5.4 hereof, one-half of the escrow fee charged by the Title Company, its own attorney's fees and any and all other expenses including, but not limited to, survey costs, property inspection charges, Title Policy endorsement charges, recording costs and any real estate excise or transfer taxes.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER

6.1 **Seller's Representations.** Except, in all cases, for any fact, information or condition disclosed in the Title Documents, the Permitted Exceptions, the Property Contracts, or any written materials or information delivered or made available to Purchaser, or which is otherwise known by Purchaser prior to the Closing, Seller represents and warrants to Purchaser the following (collectively, the "**Seller's Representations**") as of the Effective Date and as of the Closing Date; provided that Purchaser's remedies if any such Seller's Representations are untrue as of the Closing Date are limited to those set forth in Section 8.1:

6.1.1 Seller is validly existing and in good standing under the laws of the state of its formation set forth in the initial paragraph of this Contract; and, subject to Section 8.2.4, has or at the Closing, subject to Bankruptcy Court approval, shall have the entity power and authority to sell and convey the Property and to execute the documents to be executed by Seller and prior to the Closing will have taken as applicable, all corporate, partnership, limited liability company or equivalent entity actions required for the execution and delivery of this Contract, and the consummation of the transactions contemplated by this Contract. Subject to Bankruptcy Court approval, the compliance with or fulfillment of the terms and conditions hereof will not conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any contract to which Seller is a party or by which Seller is otherwise bound, which conflict, breach or default would have a material adverse effect on Seller's ability to consummate the transaction contemplated by this Contract or on the Property. Subject to Section 8.2.4 and Bankruptcy Court approval, this Contract is a valid and binding agreement against Seller in accordance with its terms;

6.1.2 Seller is not a "foreign person," as that term is used and defined in the Internal Revenue Code, Section 1445, as amended;

6.1.3 Except for the Bankruptcy Case, to Seller's knowledge, there are no material actions, proceedings, litigation or governmental investigations or condemnation actions either pending or threatened in writing against the Property, which will adversely impact Seller's ability to convey the Property;

6.1.4 To Seller's knowledge, Seller has not received any written notice from a governmental agency of any uncured material violations of any federal, state, county or municipal law, ordinance, order, regulation or requirement affecting the Property.

6.1.5 Seller has provided all holders of any lien on the Property and all of its creditors who are entitled to notice of the auction of the Property conducted pursuant to the Bankruptcy Case adequate and required notice of such auction.

6.2 **AS-IS.** The Property is being sold in an "**AS IS, WHERE IS**" condition and "**WITH ALL FAULTS**" as of the Effective Date and as of Closing. Except as expressly set forth in this Contract, no representations or warranties have been made or are made and no responsibility has been or is assumed by Seller or by any partner, officer, person, firm, agent, attorney or representative acting or purporting to act on behalf of Seller as to i) the condition or state of repair of the Property; ii) the compliance or non-compliance of the Property with any applicable laws, regulations or ordinances (including, without limitation, any applicable zoning, building or development codes);

iii) the value, expense of operation, or income potential of the Property; iv) any other fact or condition which has or might affect the Property or the condition, state of repair, compliance, value, expense of operation or income potential of the Property or any portion thereof; or v) whether the Property contains asbestos or harmful or toxic substances or pertaining to the extent, location or nature of same. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Contract and the Exhibits hereto annexed, which alone fully and completely express their agreement, and that this Contract has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Contract or the Exhibits annexed hereto.

Purchaser waives its right to recover from, and forever releases and discharges Seller's Indemnified Parties of each Seller from any and all demands, claims (including, without limitation, causes of action in tort), legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen (collectively, "**Claims**"), that may arise on account of or in any way be connected with the Property, the physical condition thereof, or any law or regulation applicable thereto (including, without limitation, claims under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 6901, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (49 U.S.C. Section 1801, et seq.), the Hazardous Transportation Act (42 U.S.C. Section 6901, et seq.), and the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.). Without limiting the foregoing, Purchaser, upon Closing, shall be deemed to have waived, relinquished and released Seller and all other Seller's Indemnified Parties from any and all Claims, matters arising out of latent or patent defects or physical conditions, violations of applicable laws (including, without limitation, any environmental laws) and any and all other acts, omissions, events, circumstances or matters affecting the Property. As part of the provisions of this Section 6.2, but not as a limitation thereon, Purchaser hereby agrees, represents and warrants that the matters released herein are not limited to matters which are known or disclosed, and Purchaser hereby waives any and all rights and benefits which it now has, or in the future may have conferred upon it, by virtue of the provisions of federal, state or local law, rules and regulations. Purchaser agrees that should any cleanup, remediation or removal of hazardous substances or other environmental conditions on or about the Property be required after the date of Closing, such clean-up, removal or remediation shall not be the responsibility of Seller.

The provisions of this Section 6.2 shall survive Closing and the delivery of the Deed to Purchaser.

6.3 Survival of Seller's Representations. Seller and Purchaser agree that Seller's Representations (and any warranties, liabilities, covenants, indemnities, and/or obligations of Seller under this Contract that expressly survive Closing or under any of the Closing Documents [as defined below]) shall survive Closing for a period of four (4) months (the "**Survival Period**"). Seller shall have no liability after the Survival Period with respect to Seller's Representations (or any warranties, liabilities, covenants, indemnities, and/or obligations of Seller under this Contract that expressly survive Closing or under any of the Closing Documents) contained herein except to the extent that Purchaser has delivered notice to Seller and commenced litigation against Seller by filing and serving a lawsuit during the Survival Period for breach of any of Seller's Representations or any such warranties, liabilities, covenants, indemnities, and/or obligations of Seller under this Contract that expressly survive Closing or under any of the Closing Documents. Under no circumstances shall Seller be liable to Purchaser for more than one percent (1%) of the Purchase Price in any individual instance or in the aggregate for any representations, warranties, liabilities, covenants, indemnities and/or obligations of Seller under this Contract and/or any documents executed and delivered by Seller in connection with the Closing (the "**Closing Documents**"), including, without limitation, any breaches of Seller's Representations, nor shall Purchaser be entitled to bring any claim for such matters unless the claim for damages (either in the aggregate or as to any individual claim) by Purchaser exceeds \$25,000. In the event that Seller breaches any representation contained in Section 6.1 and Purchaser had knowledge of such breach prior to the Closing Date, and elected to close regardless, Purchaser shall be deemed to have waived any right of recovery, and Seller shall not have any liability in connection therewith.

6.4 Definition of Seller's Knowledge. Any representations and warranties made "to the knowledge of Seller" shall not be deemed to imply any duty of inquiry. For purposes of this Contract, the term Seller's "**knowledge**" shall mean and refer only to actual knowledge of the "Designated Representative" of the Seller and shall not be

construed to refer to the knowledge of any other partner, officer, director, agent, employee or representative of Seller, or any affiliate of Seller, or to impose upon such Designated Representative any duty to investigate the matter to which such actual knowledge or the absence thereof pertains, or to impose upon such Designated Representative any individual personal liability. As used herein, the term “**Designated Representative**” shall refer to Charles Haddad.

6.5 **Representations and Warranties of Purchaser.** For the purpose of inducing Seller to enter into this Contract and to consummate the sale and purchase of the Property in accordance herewith, Purchaser represents and warrants to Seller the following as of the Effective Date and as of the Closing Date:

6.5.1 Purchaser is an **LLC** duly organized, validly existing and in good standing under the laws of **Missouri**.

6.5.2 Purchaser, acting through any of its or their duly empowered and authorized officers or members, has all necessary entity power and authority to own and use its properties and to transact the business in which it is engaged, and has full power and authority to enter into this Contract, to execute and deliver the documents and instruments required of Purchaser herein, and to perform its obligations hereunder; and no consent of any of Purchaser’s partners, directors, officers or members are required to so empower or authorize Purchaser. The compliance with or fulfillment of the terms and conditions hereof will not conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any contract to which Purchaser is a party or by which Purchaser is otherwise bound, which conflict, breach or default would have a material adverse effect on Purchaser’s ability to consummate the transaction contemplated by this Contract. This Contract is a valid, binding and enforceable agreement against Purchaser in accordance with its terms.

6.5.3 No pending or, to the knowledge of Purchaser, threatened litigation exists which if determined adversely would restrain the consummation of the transactions contemplated by this Contract or would declare illegal, invalid or non-binding any of Purchaser’s obligations or covenants to Seller.

6.5.4 Other than Seller’s Representations, Purchaser has not relied on any representation or warranty made by Seller or any representative of Seller (including, without limitation, Broker) in connection with this Contract and the acquisition of the Property.

6.5.5 The Broker and its affiliates do not, and will not at the Closing, have any direct or indirect legal, beneficial, economic or voting interest in Purchaser (or in an assignee of Purchaser, which pursuant to Section 13.3, acquires the Property at the Closing), nor has Purchaser or any affiliate of Purchaser granted (as of the Effective Date or the Closing Date) the Broker or any of its affiliates any right or option to acquire any direct or indirect legal, beneficial, economic or voting interest in Purchaser.

6.5.6 None of Purchaser, nor persons controlling or controlled by Purchaser, nor investors who provide funds for the transaction contemplated by this Contract are Prohibited Persons.

6.5.7 The funds or other assets Purchaser will transfer to Seller under this Contract are not the proceeds of specified unlawful activity as defined by 18 U.S.C. § 1956(c)(7).

6.5.8 (a) Purchaser is not an employee benefit plan as defined in Section 3(3) of the Employment Retirement Income Security Act of 1974 (“**ERISA**”), which is subject to Title I of ERISA, or a “**Plan**” as defined in Section 4975 of the Internal Revenue Code of 1986, as amended (the “**Code**”); (b) the assets of Purchaser do not constitute “plan assets” of one or more such plans for purposes of Title I of ERISA or Section 4975 of the Code; (c) Purchaser is not a “governmental plan” within the meaning of Section 3(32) of ERISA, and assets of Purchaser do not constitute plan assets of one or more such plans; and (d) transactions by or with Purchaser are not in violation of state statutes applicable to Purchaser regulating investments of and fiduciary obligations with respect to governmental plans.

ARTICLE VII OPERATION OF THE PROPERTY

7.1 **General Operation of Property.** Except as specifically set forth in this Article VII, Seller shall operate the Property after the Effective Date in the ordinary course of business, and except as necessary in Seller's sole discretion to address (a) any life or safety issue at the Property, (b) any requirements of or obligations under any Lease, (c) any requirements of or obligations under any Declarations and REAs, or (d) any other matter which in Seller's reasonable discretion materially adversely affects the use, operation or value of the Property, Seller will not make any material alterations to the Property without the prior written consent of Purchaser which consent shall not be unreasonably withheld, conditioned or delayed.

7.2 **Liens.** Other than utility easements and temporary construction easements granted by Seller in the ordinary course of business, Seller covenants that it will not voluntarily create or cause any lien or encumbrance to attach to the Property (which in any event will not include any lien created by any Tenant) between the Effective Date and the Closing Date unless Purchaser approves such lien or encumbrance, which approval shall not be unreasonably withheld, conditioned or delayed. If Purchaser approves any such subsequent lien or encumbrance, the same shall be deemed a Permitted Encumbrance for all purposes hereunder.

ARTICLE VIII CONDITIONS PRECEDENT TO CLOSING

8.1 **Purchaser's Conditions to Closing.** Purchaser's obligation to close under this Contract shall be subject to and conditioned upon the fulfillment of the following conditions precedent:

8.1.1 All of the documents required to be delivered by Seller to Purchaser at the Closing pursuant to the terms and conditions hereof shall have been delivered;

8.1.2 Each of Seller's Representations shall be true in all material respects as of the Closing Date;

8.1.3 Seller shall have complied with, fulfilled and performed in all material respects each of the covenants, terms and conditions to be complied with, fulfilled or performed by Seller hereunder.

Notwithstanding anything to the contrary, there are no other conditions to Purchaser's obligation to Close except as expressly set forth in this Section 8.1 and in Section 8.3. If any condition set forth in Sections 8.1.1, 8.1.2, 8.1.3 or 8.1.4 is not met, Seller shall not be in default pursuant to Section 10.2, and Purchaser may, as its sole and exclusive remedy, (i) notify Seller of Purchaser's election to terminate this Contract and receive a return of the Deposit from the Escrow Agent (subject to Purchaser's obligations under Section 3.1.2 to certify the destruction of all Materials related to the Property as a pre-condition to the return of the Deposit), or (ii) waive such condition and proceed to Closing on the Closing Date with no offset or deduction from the Purchase Price. Purchaser's failure to provide Seller with written notice that it desires to terminate this Contract by 12:00 p.m. on the Closing Date shall be deemed Purchaser's decision to purchase the Property.

8.2 **Seller's Conditions to Closing.** Without limiting any of the rights of Seller elsewhere provided for in this Contract, Seller's obligation to close with respect to conveyance of the Property under this Contract shall be subject to and conditioned upon the fulfillment of the following conditions precedent:

8.2.1 All of the documents and funds required to be delivered by Purchaser to Seller at the Closing pursuant to the terms and conditions hereof shall have been delivered;

8.2.2 Each of the representations, warranties and covenants of Purchaser contained herein shall be true in all material respects as of the Closing Date;

8.2.3 Purchaser shall have complied with, fulfilled and performed in all material respects each of the covenants, terms and conditions to be complied with, fulfilled or performed by Purchaser hereunder;

8.2.4 Seller shall have received all consents, documentation and approvals necessary to consummate and facilitate the transactions contemplated hereby, including, without limitation, a tax free exchange pursuant to Section 13.18 (and the amendment of Seller's (or Seller's affiliates') partnership or other organizational documents in connection therewith), (a) from Seller's partners, members, managers, shareholders or directors to the extent required by Seller's (or Seller's affiliates') organizational documents, and (b) as required by law; and

8.2.5 There shall not be pending litigation or, to the knowledge of either Purchaser or Seller, any threatened litigation which, if determined adversely, would restrain the consummation of any of the transactions contemplated by this Contract or declare illegal, invalid or nonbinding any of the covenants or obligations of the Purchaser;

If any of the foregoing conditions to Seller's obligation to close with respect to conveyance of the Property under this Contract are not met, Seller may (a) waive any of the foregoing conditions and proceed to Closing on the Closing Date, or (b) terminate this Contract, and, if such failure constitutes a default by Purchaser, exercise any of its remedies under Section 10.1.

8.3 Bankruptcy Court Approval; Jurisdiction SELLER'S OBLIGATION TO CLOSE HEREUNDER IS EXPRESSLY CONDITIONED ON THE APPROVAL OF THIS TRANSACTION BY THE BANKRUPTCY COURT AND SELLER'S RECEIPT OF A FINAL ORDER APPROVING THIS SALE. PURCHASER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THE BANKRUPTCY COURT MAY NOT APPROVE THE SALE CONTEMPLATED BY THE CONTRACT IF THE PURCHASE PRICE IS INSUFFICIENT TO SATISFY ALL LIENS, CLAIMS AND ENCUMBRANCES AGAINST THE PROPERTY AND/OR IF A HIGHER OR BETTER OFFER TO PURCHASE THE PROPERTY IS MADE TO THE SELLER PRIOR TO THE BANKRUPTCY COURT'S HEARING TO APPROVE THE SALE TO PURCHASER. NOTWITHSTANDING ANYTHING IN THIS CONTRACT TO THE CONTRARY, PURCHASER EXPRESSLY AGREES AND ACKNOWLEDGES THAT SELLER SHALL NOT BE IN DEFAULT IN THE EVENT THE CONDITIONS SET FORTH IN THIS SECTION 8.3 ARE NOT SATISFIED ON OR BEFORE THE CLOSING DATE, AND IN SUCH EVENT PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE THIS CONTRACT AND RECEIVE A RETURN OF THE DEPOSIT. Any suit or action arising out of this Contract shall be subject to the jurisdiction of the Bankruptcy Court and venue in any such suit or action shall be the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

ARTICLE IX BROKERAGE

9.1 **Indemnity.** Subject to Bankruptcy Court approval, Seller represents and warrants to Purchaser that it has dealt only with Newmark Real Estate of Dallas, LLC, DBA Newmark ("**Broker**") in connection with this Contract. Seller and Purchaser each represents and warrants to the other that, other than Broker or as expressly approved by the Bankruptcy Court, it has not dealt with or utilized the services of any other real estate broker, sales person or finder in connection with this Contract, and each party agrees to indemnify, hold harmless, and, if requested in the sole and absolute discretion of the indemnitee, defend (with counsel approved by the indemnitee) the other party from and against all Losses relating to brokerage commissions and finder's fees arising from or attributable to the acts or omissions of the indemnifying party.

9.2 **Broker Commission.** If, as and when the Closing occurs, Seller agrees to pay Broker a commission according to the terms of a separate contract. Broker shall not be deemed a party or third party beneficiary of this Contract.

ARTICLE X DEFAULTS AND REMEDIES

10.1 **Purchaser Default.** If Purchaser defaults in its obligations hereunder to (a) deliver the Deposit (or any other deposit or payment required of Purchaser hereunder), (b) deliver to Seller the deliveries specified under Section 5.3 on the date required thereunder, or (c) deliver the Purchase Price at the time required by Section 2.2.2 and

close on the purchase of the Property on the Closing Date, then, immediately and without the right to receive notice or to cure, Purchaser shall forfeit the Deposit, and the Escrow Agent shall deliver the Deposit to Seller, and neither party shall be obligated to proceed with the purchase and sale of the Property. If, Purchaser defaults in any of its other representations, warranties or obligations under this Contract, and such default continues for more than ten (10) days after written notice from Seller, then Purchaser shall forfeit the Deposit, and the Escrow Agent shall deliver the Deposit to Seller, and neither party shall be obligated to proceed with the purchase and sale of the Property. The Deposit is liquidated damages and recourse to the Deposit is, except for Purchaser's indemnity and confidentiality obligations hereunder, Seller's sole and exclusive remedy for Purchaser's failure to perform its obligation to purchase the Property or breach of a representation or warranty. Seller expressly waives the remedies of specific performance and additional damages for such default by Purchaser. SELLER AND PURCHASER ACKNOWLEDGE THAT SELLER'S DAMAGES WOULD BE DIFFICULT TO DETERMINE, AND THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES RESULTING FROM A DEFAULT BY PURCHASER IN ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER AND PURCHASER FURTHER AGREE THAT THIS SECTION 10.1 IS INTENDED TO AND DOES LIQUIDATE THE AMOUNT OF DAMAGES DUE SELLER, AND SHALL BE SELLER'S EXCLUSIVE REMEDY AGAINST PURCHASER, BOTH AT LAW AND IN EQUITY, ARISING FROM OR RELATED TO A BREACH BY PURCHASER OF ITS OBLIGATION TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS CONTRACT, OTHER THAN WITH RESPECT TO PURCHASER'S INDEMNITY AND CONFIDENTIALITY OBLIGATIONS HEREUNDER.

10.2 Seller Default. If Seller, prior to the Closing, defaults in its covenants or obligations under this Contract, including to sell the Property as required by this Contract and such default continues for more than ten (10) days after written notice from Purchaser, then, at Purchaser's election and as Purchaser's sole and exclusive remedy, either (a) this Contract shall terminate, and all payments and things of value, including the Deposit, provided by Purchaser hereunder shall be returned to Purchaser (subject to Purchaser's obligation under Section 3.1.2 to certify the destruction of all Materials provided to Purchaser as a pre-condition to the return of the Deposit), or (b) subject to the conditions below, Purchaser may seek specific performance of Seller's obligation to deliver the Deed pursuant to this Contract (but not damages), unless such failure to close was based upon Seller not obtaining any necessary Bankruptcy Court approval. Purchaser may seek specific performance of Seller's obligation to deliver the Deed pursuant to this Contract only if, as a condition precedent to initiating such litigation for specific performance, Purchaser first shall (i) deliver all Purchaser Closing documents to Escrow Agent in accordance with the requirements of this Contract, including, without limitation, Sections 2.2.2 and 5.3; (ii) not otherwise be in default under this Contract; and (iii) file suit therefor with the court on or before the 60th day after the Closing Date; if Purchaser fails to file an action for specific performance within 60 days after the Closing Date, then Purchaser shall be deemed to have elected to terminate the Contract in accordance with subsection (a) above. Upon Seller's written request, Purchaser agrees that it shall promptly deliver to Seller an assignment of all of Purchaser's right, title and interest in and to (together with possession of) all plans, studies, surveys, reports, and other materials paid for with the out-of-pocket expenses reimbursed by Seller pursuant to the foregoing sentence. SELLER AND PURCHASER FURTHER AGREE THAT THIS SECTION 10.2 IS INTENDED TO AND DOES LIMIT THE AMOUNT OF DAMAGES DUE PURCHASER AND THE REMEDIES AVAILABLE TO PURCHASER, AND SHALL BE PURCHASER'S EXCLUSIVE REMEDY AGAINST SELLER, BOTH AT LAW AND IN EQUITY ARISING FROM OR RELATED TO A BREACH BY SELLER OF ITS REPRESENTATIONS, WARRANTIES OR COVENANTS OR ITS OBLIGATION TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS CONTRACT. UNDER NO CIRCUMSTANCES MAY PURCHASER SEEK OR BE ENTITLED TO RECOVER ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, SPECULATIVE OR INDIRECT DAMAGES, ALL OF WHICH PURCHASER SPECIFICALLY WAIVES, FROM SELLER FOR ANY BREACH BY SELLER, OF ITS REPRESENTATIONS, WARRANTIES OR COVENANTS OR ITS OBLIGATIONS UNDER THIS CONTRACT. PURCHASER SPECIFICALLY WAIVES THE RIGHT TO FILE ANY LIS PENDENS OR ANY LIEN AGAINST THE PROPERTY UNLESS AND UNTIL IT HAS IRREVOCABLY ELECTED TO SEEK SPECIFIC PERFORMANCE OF THIS CONTRACT AND HAS FILED AND IS DILIGENTLY PURSUING AN ACTION SEEKING SUCH REMEDY.

ARTICLE XI RISK OF LOSS OR CASUALTY

11.1 **Damage to Property.** Seller agrees to give Purchaser prompt notice of any fire, or other casualty affecting the Property between the Effective Date and the Closing Date, but only if Seller has actual knowledge of same. If prior to the Closing there shall occur any damage to the Property caused by fire or other casualty, then, in any such event, Purchaser shall have no right to terminate its obligations under this Contract, but there shall be assigned to Purchaser at the Closing all interest of Seller, if any, in and to any third party's insurance proceeds which may be payable to Seller on account of any such occurrence.

11.2 **Repairs.** Seller shall have no obligation to make any repairs to the Property with regards to any casualty described in Section 11.1 above.

ARTICLE XII EMINENT DOMAIN

12.1 **Eminent Domain.** Seller agrees to give Purchaser prompt notice of any taking or condemnation affecting the Property between the Effective Date and the Closing Date, but only if Seller has actual knowledge of same. For purposes of this Section 12.1, the term "material" shall mean an amount equal to or greater than five percent (5%) of the Purchase Price.

12.1.1 If prior to the Closing there shall occur the taking or condemnation of all or a material portion of the Property, then in any such event, Purchaser may at its option terminate this Contract by notice to Seller within five (5) days after Purchaser has received the notice referred to above or at the Closing, whichever is earlier. If Purchaser does not elect to terminate this Contract, then the Closing shall take place as provided herein without abatement of the Purchase Price, and there shall be assigned to Purchaser at the Closing, all interest of Seller in and to any condemnation awards which would be payable to Seller on account of such occurrence.

12.1.2 If prior to the Closing there shall occur the taking or condemnation of a portion of the Property which is not material, then, in any such event, Purchaser shall have no right to terminate its obligations under this Contract, but there shall be assigned to Purchaser at the Closing all interest of Seller in and to any condemnation awards which may be payable to Seller on account of any such occurrence

ARTICLE XIII MISCELLANEOUS

13.1 **Binding Effect of Contract.** This Contract shall not be binding on either party until executed by both Purchaser and Seller. Neither the Escrow Agent's nor the Broker's execution of this Contract shall be a prerequisite to its effectiveness. Subject to Section 13.3, this Contract shall be binding upon and inure to the benefit of Seller and Purchaser, and their respective successors and permitted assigns.

13.2 **Exhibits and Schedules.** All Exhibits and Schedules, whether or not annexed hereto, are a part of this Contract for all purposes.

13.3 **Assignability.** Except to the extent required to comply with the provisions of Section 13.18 related to a 1031 Exchange, this Contract is not assignable by Purchaser without first obtaining the prior written approval of Seller. Notwithstanding the foregoing, Purchaser may assign this Contract, without first obtaining the prior written approval of Seller, to one or more entities so long as (a) Purchaser is an affiliate of the purchasing entity(ies), (b) Purchaser is not released from its liability hereunder, and (c) Purchaser provides written notice to Seller of any proposed assignment no later than ten (10) days prior to the Closing Date. As used herein, an affiliate is a person or entity controlled by, under common control with, or controlling another person or entity. Any transfer after the date hereof of a majority of the stock, partnership interests, membership interests or other beneficial interests of Purchaser,

whether in a single transaction or in a series of transactions, without obtaining the prior written consent of Seller, shall be deemed a prohibited assignment by Purchaser of its interest hereunder, except as provided in the first sentence of this paragraph. No transfer or assignment by Purchaser in violation of the provisions hereof shall be valid or enforceable.

13.4 **Captions.** The captions, headings, and arrangements used in this Contract are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

13.5 **Number and Gender of Words.** Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

13.6 **Notices.** All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than three (3) Business Days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each party shall be entitled to change its address for notices from time to time by delivering to the other party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth following its name below:

To Purchaser:

FARMER GROUP, LLC
221 Bolivar St.
Jefferson City, MO 65101-1572
Attention: Rob Kingsbury
Email: rkingsbury@farmercompanies.com

To Seller:

TAF PINNACLE PARK LAND, LLC
Paseo de los Tamarindos 90
Torre 2 - Piso 27
Bosque de las Lomas, CDMX 05120
Attention: Charles Haddad
Email: charles@theaztecfund.com

With a copy to:

Munsch Hardt Kopf & Harr, P.C.
700 Milam St., Suite 800
Houston, Texas 77002
Attention: John D. Cornwell, Brenda L. Funk, Julian P. Vasek, and Alexander R. Perez
Email: jcornwell@munsch.com; bfunk@munsch.com; jvasek@munsch.com; and
arperez@munsch.com

Any notice required hereunder to be delivered to the Escrow Agent shall be delivered in accordance with above provisions as follows:

Commonwealth Land Title Company
4400 MacArthur Blvd., Suite 800
Newport Beach, CA 92660
Attention: David Noble
Telephone: (714) 289-3379
Email: David.Noble@fnf.com

Unless specifically required to be delivered to the Escrow Agent pursuant to the terms of this Contract, no notice hereunder must be delivered to the Escrow Agent in order to be effective so long as it is delivered to the other party in accordance with the above provisions.

13.7 **Governing Law and Venue.** The laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Contract, unless otherwise specified herein except for the conflict of laws provisions thereof. All claims, disputes and other matters in question arising out of or relating to this Contract, or the breach thereof, shall be decided by proceedings instituted and litigated in a court of competent jurisdiction in the state in which the Property is situated, and the parties hereto expressly consent to the venue and jurisdiction of such court.

13.8 **Entire Agreement.** This Contract embodies the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and contracts, whether written or oral.

13.9 **Amendments.** This Contract shall not be amended, altered, changed, modified, supplemented or rescinded in any manner except by a written contract executed by all of the parties; provided, however, that, the signature of the Broker shall not be required as to any amendment of this Contract.

13.10 **Severability.** In the event that any part of this Contract shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be reformed, and enforced to the maximum extent permitted by law. If such provision cannot be reformed, it shall be severed from this Contract and the remaining portions of this Contract shall be valid and enforceable. If any limitation of time contained in this Contract for the bringing of any action, the enforcement of any remedy, or the recovery of any claim is prohibited or invalid by or under applicable law, then and in that event no suit or action shall be commenced or maintainable in respect of such action, remedy or claim unless commenced within two years and one day after such cause of action, remedy or claim accrues.

13.11 **Multiple Counterparts/Electronic Signatures.** This Contract may be executed in a number of identical counterparts. This Contract may be executed by electronic delivery of signatures which shall be binding on the parties hereto, with original signatures to be delivered as soon as reasonably practical thereafter.

13.12 **Construction.** No provision of this Contract shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Contract; both parties, being represented by counsel, having fully participated in the negotiation of this instrument.

13.13 **Confidentiality.** Purchaser shall not disclose the terms and conditions contained in this Contract and shall keep the same confidential, provided that Purchaser may disclose the terms and conditions of this Contract (a) as required by law, (b) to consummate the terms of this Contract, or any financing relating thereto, or (c) to Purchaser's or Seller's lenders, attorneys and accountants. Any information obtained by Purchaser in the course of its inspection of the Property, and any Materials provided by Seller to Purchaser hereunder, shall be confidential and Purchaser shall be prohibited from making such information public to any other person or entity other than its Consultants, without Seller's prior written authorization, which may be granted or denied in Seller's sole discretion. In addition, Purchaser shall use its reasonable efforts to prevent its Consultants from divulging any such confidential information to any unrelated third parties except as reasonably necessary to third parties engaged by Purchaser for the limited purpose of analyzing and investigating such information for the purpose of consummating the transaction contemplated by this Contract. Unless and until the Closing occurs, Purchaser shall not market the Property (or any portion thereof) to any prospective purchaser or lessee without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion.

Notwithstanding the provisions of Section 13.8, Purchaser agrees that the covenants, restrictions and agreements of Purchaser contained in any confidentiality agreement executed by Purchaser prior to the Effective Date shall survive the execution of this Contract and shall not be superseded hereby.

13.14 **Time of the Essence.** It is expressly agreed by the parties hereto that time is of the essence with respect to this Contract and any aspect thereof.

13.15 **Waiver.** No delay or omission to exercise any right or power accruing upon any default, omission, or failure of performance hereunder shall impair any right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver, amendment, release, or modification of this Contract shall be established by conduct, custom, or course of dealing and all waivers must be in writing and signed by the waiving party.

13.16 **Attorneys' Fees.** In the event either party hereto commences litigation or arbitration against the other to enforce its rights hereunder, the substantially prevailing party in such litigation shall be awarded its reasonable attorneys' fees and expenses incidental to such litigation and arbitration, including the cost of in-house counsel and any appeals.

13.17 **Time Zone/Time Periods.** Any reference in this Contract to a specific time shall refer to Central Time. Should the last day of a time period fall on a weekend or legal holiday, the next Business Day thereafter shall be considered the end of the time period.

13.18 **Like-Kind Exchange Cooperation Clause.** Seller and Purchaser acknowledge and agree that the purchase and sale of the Property may be part of a tax-free exchange under Section 1031 of the Code for either Purchaser or Seller. Each party hereby agrees to take all reasonable steps on or before the Closing Date to facilitate such exchange if requested by the other party, provided that (a) no party making such accommodation shall be required to acquire any substitute property, (b) such exchange shall not affect the representations, warranties, liabilities, covenants and obligations of the Parties to each other under this Contract, (c) no party making such accommodation shall incur any additional cost, expense or liability in connection with such exchange (other than expenses of reviewing and executing documents required in connection with such exchange), and (d) no dates in this Contract will be extended as a result thereof unless by mutual written agreement of the parties. Notwithstanding anything to the contrary contained in the foregoing, if Seller so elects to close the transfer of the Property as an exchange, then (i) Seller, at its sole option, may delegate its obligations to transfer some or all of the assets under this Contract, and may assign its rights to receive all or a portion of the Purchase Price from Purchaser, to a deferred exchange qualified intermediary (a "**QI**") or to an exchange accommodation titleholder ("**EAT**"), as the case may be; (ii) such delegation and assignment shall in no way reduce, modify or otherwise affect the obligations of Seller pursuant to this Contract; (iii) Seller shall remain fully liable for its obligations under this Contract as if such delegation and assignment shall not have taken place; (iv) QI or EAT, as the case may be, shall have no liability to Purchaser; and (v) the closing of the transfer of the Property to Purchaser shall be undertaken by direct deed, assignment and other appropriate conveyance from Seller (or, if applicable, from other affiliates of Seller whom Seller will cause to execute such deeds, assignments and other appropriate instruments of conveyance) to Purchaser or to EAT, as the case may be. Notwithstanding anything to the contrary contained in the foregoing, if Purchaser so elects to close the acquisition of the Property as an exchange, then (i) Purchaser, at its sole option, may delegate its obligations to acquire the Property under this Contract, and may assign its rights to receive the Property from Seller, to a QI or to an EAT, as the case may be; (ii) such delegation and assignment shall in no way reduce, modify or otherwise affect the obligations of Purchaser pursuant to this Contract; (iii) Purchaser shall remain fully liable for its obligations under this Contract as if such delegation and assignment shall not have taken place; (iv) QI or EAT, as the case may be, shall have no liability to Seller; and (v) the closing of the acquisition of the Property by Purchaser or the EAT, as the case may be, shall be undertaken by direct deed from Seller (or, if applicable, from other affiliates of Seller whom Seller will cause to execute such deeds, assignments and other appropriate instruments of conveyance) to Purchaser (or to EAT, as the case may be).

13.19 **No Personal Liability of Officers, Trustees or Directors of Seller's Partners.** Purchaser acknowledges that this Contract is entered into by Seller which is a [State] [Entity Type], and Purchaser agrees that

none of Seller's Indemnified Parties shall have any personal liability under this Contract or any document executed in connection with the transactions contemplated by this Contract.

13.20 **No Exclusive Negotiations.** Seller shall have the right, at all times prior to the Closing Date, to solicit backup offers and enter into discussions, negotiations, or any other communications concerning or related to the sale of the Property with any third-party; provided, however, that such communications are subject to the terms of this Contract, and that Seller shall not enter into any binding contract with a third-party for the sale of the Property unless such contract is contingent on the termination of this Contract without the Property having been conveyed to Purchaser.

13.21 **ADA Disclosure.** Purchaser acknowledges that the Property may be subject to the federal Americans With Disabilities Act (the "**ADA**"). The ADA requires, among other matters, that tenants and/or owners of "public accommodations" remove barriers in order to make the Property accessible to disabled persons and provide auxiliary aids and services for hearing, vision or speech impaired persons. Seller makes no warranty, representation or guarantee of any type or kind with respect to the Property's compliance with the ADA (or any similar state or local law), and Seller expressly disclaims any such representations.

13.22 **No Recording.** Purchaser shall not cause or allow this Contract or any contract or other document related hereto, nor any memorandum or other evidence hereof, to be recorded or become a public record without Seller's prior written consent, which consent may be withheld at Seller's sole discretion. If Purchaser records this Contract or any other memorandum or evidence thereof, Purchaser shall be in default of its obligations under this Contract. Purchaser hereby appoints Seller as Purchaser's attorney-in-fact to prepare and record any documents necessary to effect the nullification and release of the Contract or other memorandum or evidence thereof from the public records. This appointment shall be coupled with an interest and irrevocable.

13.23 **Relationship of Parties.** Purchaser and Seller acknowledge and agree that the relationship established between the parties pursuant to this Contract is only that of a seller and a purchaser of property. Neither Purchaser nor Seller is, nor shall either hold itself out to be, the agent, employee, joint venturer or partner of the other party.

13.24 **Waiver of Trial by Jury.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION ARISING OUT OF THIS CONTRACT.

13.25 **Survival.** Except for (a) all of the provisions of this Article XIII (other than Sections 13.18 and 13.20); (b) Sections 3.1, 5.4, 6.2, 6.3, 6.5, 9.1 and 11.2; (c) any other provisions in this Contract, that by their express terms survive the termination or Closing; and (d) any payment obligation of Purchaser under this Contract (the foregoing (a), (b), (c) and (d) referred to herein as the "**Survival Provisions**"), none of the terms and provisions of this Contract shall survive the termination of this Contract, and if the Contract is not so terminated, all of the terms and provisions of this Contract (other than the Survival Provisions, which shall survive the Closing) shall be merged into the Closing documents and shall not survive Closing.

13.26 **Multiple Purchasers.** As used in this Contract, the term "**Purchaser**" means all entities acquiring any interest in the Property at the Closing, including, without limitation, any assignee(s) of the original Purchaser pursuant to Section 13.3 of this Contract. In the event that "**Purchaser**" has any obligations or makes any covenants, representations or warranties under this Contract, the same shall be made jointly and severally by all entities being a Purchaser hereunder.

13.27 **TEXAS PROVISIONS AND DISCLOSURES.**

13.27.1 **Chapter 49 Notice.** If the Property is situated within a utility district or flood control district subject to the provisions of §49.452 of the Texas Water Code, then Seller shall give to Purchaser the required written notice and Purchaser agrees to acknowledge receipt of the notice in writing. The notice must set forth the current tax rate, the current bonded indebtedness and the authorized indebtedness of the district, and it must comply with all other applicable requirements of the Texas Water Code. Seller and Purchaser agree to execute, provide and/or acknowledge

in writing, as applicable, any required written notice to purchasers promulgated by each district pursuant to Chapter 49, Texas Water Code, which notices may set forth, among other matters, the current rates of tax and standby fees that have been approved by and are imposed by such district and the current bonded indebtedness and the authorized indebtedness of such district.

13.27.2 Texas RELA Notice. The Texas Real Estate License Act requires written notice to Purchaser from any licensed real estate broker or salesman who is to receive a commission that Purchaser should have an attorney of its own selection examine an abstract of title to the property being acquired or that Purchaser should be furnished with or should obtain a title insurance policy. Notice to that effect is, therefore, hereby given to Purchaser on behalf of the broker(s) identified in Article IX of this Contract, if any.

13.27.3 DPTA Waiver. **IT IS THE INTENT OF SELLER AND PURCHASER THAT THE RIGHTS AND REMEDIES WITH RESPECT TO THE TRANSACTION CONTEMPLATED BY THIS CONTRACT SHALL BE GOVERNED BY LEGAL PRINCIPLES OTHER THAN THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT. ACCORDINGLY, TO THE MAXIMUM EXTENT APPLICABLE AND PERMITTED BY LAW (AND WITHOUT ADMITTING SUCH APPLICABILITY), PURCHASER HEREBY WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, CHAPTER 17, SUBCHAPTER 3 (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. FOR PURPOSES OF THE WAIVERS SET FORTH IN THIS CONTRACT, PURCHASER HEREBY WARRANTS AND REPRESENTS UNTO SELLER THAT (A) PURCHASER HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF THE TRANSACTION CONTEMPLATED UNDER THIS CONTRACT, (B) PURCHASER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION WITH SELLER REGARDING THE TRANSACTIONS CONTEMPLATED UNDER THIS CONTRACT, (C) PURCHASER IS REPRESENTED BY LEGAL COUNSEL THAT IS SEPARATE AND INDEPENDENT OF SELLER AND SELLER'S LEGAL COUNSEL AND (D) PURCHASER HAS CONSULTED WITH PURCHASER'S LEGAL COUNSEL REGARDING THIS CONTRACT PRIOR TO PURCHASER'S EXECUTION OF THIS CONTRACT AND VOLUNTARILY CONSENTS TO THIS WAIVER.**

13.27.4 Uniform Vendor and Purchaser Risk Act. Seller and Purchaser hereby agree that the Uniform Vendor and Purchaser Risk Act, Section 5.007 of the Texas Property Code, shall not be applicable to this Agreement or the transaction contemplated hereby.

13.27.5 Notice required by §13.257, Texas Water Code. The real property described in Section 1 that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Purchaser 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 Section 1 or at closing of purchase of the real property.

13.27.6 Public Improvement Districts. If the Property is in a public improvement district, §5.014 of the Texas Property Code, as the same may be amended from time to time, requires Seller to notify Purchaser as follows: As a purchaser of the Property, Purchaser is obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Purchaser's failure to pay the assessments could result in a lien on and the foreclosure of the Property.

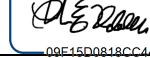
[Signature Page Follows]

NOW, THEREFORE, the parties hereto have executed this Contract as of the date first set forth above.

Seller:

TAF PINNACLE PARK LAND, LLC,
a Texas limited liability company

DocuSigned by:



By: _____

Name: Charles Haddad

Title: President

Purchaser:

FARMER GROUP, LLC, a Missouri LLC

DocuSigned by:



By: _____

Name: Rob Kingsbury

Title: _____ Authorized Signatory

ESCROW AGENT SIGNATURE PAGE

The undersigned executes the Contract to which this signature page is attached for the purpose of agreeing to the provisions of Section 2.3 of the Contract, and hereby establishes January __, 2025 as the date of opening of escrow and designates _____ as the escrow number assigned to this escrow.

ESCROW AGENT:

[TITLE COMPANY]

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Being a parcel of land located in the City of Dallas, Dallas County, Texas, a part of the John E. Helms Survey, Abstract Number 605 and a part of the Philemon Lacy Survey, Abstract Number 776, and being a part of Lot 2, Block A/7211, SBC Pinnacle Park Addition, an addition to the City of Dallas as recorded in Volume 2002117, Page 21, Official Public Records of Dallas County, Texas, and also being all of that called 5.481 acre tract of land described in deed to Oak View Timberidge, LLC as recorded in Document Number 201700084541, Official Public Records of Dallas County, Texas, and being further described as follows:

BEGINNING at a one-half inch iron rod with yellow cap stamped "JBI" found at the southeast corner of said Lot 2, said point being the southeast corner of said 5.481 acre tract, said point being in the south line of Lot 1, Block I/7214, IH 30 Distribution Addition, an addition to the City of Dallas as recorded in Document Number 20080225388, Official Public Records of Dallas County, Texas, said point also being in the north right-of-way line of Adler Drive (a 64-foot-wide right-of-way);

THENCE South 58 degrees 55 minutes 23 seconds West, 476.74 feet along the south line of said Lot 2 and the north right-of-way line of Adler Drive to a 3 inch aluminum monument found at the most southerly southwest corner of said 5.481 acre tract, said point also being the southeast corner of Lot 2B, Block A/7211, Cockrell Hill Storage Addition, an addition to the City of Dallas as recorded in Document Number 201800010320, Official Public Records of Dallas County, Texas;

THENCE along the common lines of said 5.481 acre tract and said Lot 2B as follows:

North 31 degrees 04 minutes 37 seconds West, 203.50 feet to a one-half inch iron rod found for corner, said point being the northeast corner of said Lot 2B;

South 58 degrees 55 minutes 23 seconds West, 346.18 feet to a five-eighths inch iron rod found for corner, said point being in the west line of said Lot 2, said point being the northwest corner of said Lot 2B, said point also being in the east right-of-way line of Communications Drive (a 64 foot wide right-of-way);

THENCE North 31 degrees 04 minutes 37 seconds West, 30.00 feet along the west line of said Lot 2 and the east right-of-way line of Communications Drive to a one-half inch iron rod found for corner at the most northerly northeast corner of said 5.481 acre tract, said point also being the southwest corner of Lot 2A, Block A/7211, Holiday Inn at Pinnacle Park Addition, an

addition to the City of Dallas as recorded in Document Number 200900222605, Official Public Records of Dallas County, Texas;

THENCE along the common lines of said 5.481 acre tract and said Lot 2A as follows:

North 58 degrees 55 minutes 23 seconds East, 496.66 feet to a one-half inch iron rod found for corner, said point being the southeast corner of said Lot 2A;

North 31 degrees 04 minutes 37 seconds West, 220.00 feet to a one-half inch iron rod with cap stamped "A.L.S." found for corner, said point being in the north line of said Lot 2, said point being the most northerly northwest corner of said 5.481 acre tract, said point being the northeast corner of said Lot 2A, said point also being in the south line of Lot I, Block A/7211 of said SBC Pinnacle Park Addition;

THENCE along the north line of said Lot 2 and the north line of said 5.418 acre tract as follows:

North 58 degrees 55 minutes 23 seconds East, 494.72 feet to a disk monument found for corner, said point being the southeast corner of said Lot 1, Block A/7211 of said SBC Pinnacle Park Addition, said point also being in the south line of a called 2.6 acre tract of land described in deed to El Camposanto De Cemento Grande Inc. as recorded in Volume 87098, Page 2374, Official Public Records of Dallas County, Texas;

North 86 degrees 12 minutes 00 seconds East, 57.46 feet along the south line of said 2.6 acre tract to a one-half inch iron rod with yellow cap stamped "HALFF ASSOCIATES, INC" found for corner, said point being the northeast corner of said Lot 2, said point being the northeast corner of said 5.481 acre tract, said point also being in the west line of said of Lot 1, Block I/7214 of said IH 30 Distribution Addition;

THENCE along the east line of said Lot 2 and the east line of said 5.481 acre tract as follows:

South 00 degrees 32 minutes 03 seconds East, 479.58 feet to a 3 inch aluminum monument found for corner, said point being the southwest corner of said Lot 1, Block I/7214 of said IH 30 Distribution Addition;

North 89 degrees 12 minutes 43 seconds East, 28.01 feet along the south line of said Lot 1, Block I/7214 of said IH 30 Distribution Addition to the POINT OF BEGINNING and containing 238,762 square feet or 5.481 acres of land.

THE BASIS OF BEARING IS BASED ON THE NORTH CENTRAL ZONE 4202 STATE PLANE COORDINATES, NAD83.

FORM OF SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

This Deed is executed, delivered and accepted subject to (i) all matters of record in the County Clerk's Records of Dallas County, Texas, to the extent that the same are valid and subsisting and affect the Property, (ii) oil and gas leases, mineral severances, and other instruments, that affect the property, whether of record or not, (iii) any matters that would be disclosed by a current survey of the Property, (iv) all applicable zoning and governmental regulations and ordinances, and (v) any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments, protrusions or overlapping of improvements (the "**Permitted Encumbrances**").

All ad valorem taxes and other assessments assessed against the Property for the year 2025 have been prorated or otherwise settled between the parties as of the effective date of this instrument and by its acceptance of this Deed, Grantee agrees to assume payment for all ad valorem taxes applicable to the Property for the year of 2025 and subsequent years.

4907-8828-9797v.2

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the date set forth above.

GRANTOR:

TAF PINNACLE PARK LAND, LLC,
a Texas limited liability company

By: _____
Name: Charles Haddad
Title: President

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Charles Haddad, President of TAF PINNACLE PARK LAND, LLC, a Texas limited liability company, on behalf of said limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Being a parcel of land located in the City of Dallas, Dallas County, Texas, a part of the John E. Helms Survey, Abstract Number 605 and a part of the Philemon Lacy Survey, Abstract Number 776, and being a part of Lot 2, Block A/7211, SBC Pinnacle Park Addition, an addition to the City of Dallas as recorded in Volume 2002117, Page 21, Official Public Records of Dallas County, Texas, and also being all of that called 5.481 acre tract of land described in deed to Oak View Timberidge, LLC as recorded in Document Number 201700084541, Official Public Records of Dallas County, Texas, and being further described as follows:

BEGINNING at a one-half inch iron rod with yellow cap stamped "JBI" found at the southeast corner of said Lot 2, said point being the southeast corner of said 5.481 acre tract, said point being in the south line of Lot 1, Block I/7214, IH 30 Distribution Addition, an addition to the City of Dallas as recorded in Document Number 20080225388, Official Public Records of Dallas County, Texas, said point also being in the north right-of-way line of Adler Drive (a 64-foot-wide right-of-way);

THENCE South 58 degrees 55 minutes 23 seconds West, 476.74 feet along the south line of said Lot 2 and the north right-of-way line of Adler Drive to a 3 inch aluminum monument found at the most southerly southwest corner of said 5.481 acre tract, said point also being the southeast corner of Lot 2B, Block A/7211, Cockrell Hill Storage Addition, an addition to the City of Dallas as recorded in Document Number 201800010320, Official Public Records of Dallas County, Texas;

THENCE along the common lines of said 5.481 acre tract and said Lot 2B as follows:

North 31 degrees 04 minutes 37 seconds West, 203.50 feet to a one-half inch iron rod found for corner, said point being the northeast corner of said Lot 2B;

South 58 degrees 55 minutes 23 seconds West, 346.18 feet to a five-eighths inch iron rod found for corner, said point being in the west line of said Lot 2, said point being the northwest corner of said Lot 2B, said point also being in the east right-of-way line of Communications Drive (a 64 foot wide right-of-way);

THENCE North 31 degrees 04 minutes 37 seconds West, 30.00 feet along the west line of said Lot 2 and the east right-of-way line of Communications Drive to a one-half inch iron rod found for corner at the most northerly northeast corner of said 5.481 acre tract, said point also being the southwest corner of Lot 2A, Block A/7211, Holiday Inn at Pinnacle Park Addition, an

addition to the City of Dallas as recorded in Document Number 200900222605, Official Public Records of Dallas County, Texas;

THENCE along the common lines of said 5.481 acre tract and said Lot 2A as follows:

North 58 degrees 55 minutes 23 seconds East, 496.66 feet to a one-half inch iron rod found for corner, said point being the southeast corner of said Lot 2A;

North 31 degrees 04 minutes 37 seconds West, 220.00 feet to a one-half inch iron rod with cap stamped "A.L.S." found for corner, said point being in the north line of said Lot 2, said point being the most northerly northwest corner of said 5.481 acre tract, said point being the northeast corner of said Lot 2A, said point also being in the south line of Lot I, Block A/7211 of said SBC Pinnacle Park Addition;

THENCE along the north line of said Lot 2 and the north line of said 5.418 acre tract as follows:

North 58 degrees 55 minutes 23 seconds East, 494.72 feet to a disk monument found for corner, said point being the southeast corner of said Lot 1, Block A/7211 of said SBC Pinnacle Park Addition, said point also being in the south line of a called 2.6 acre tract of land described in deed to El Camposanto De Cemento Grande Inc. as recorded in Volume 87098, Page 2374, Official Public Records of Dallas County, Texas;

North 86 degrees 12 minutes 00 seconds East, 57.46 feet along the south line of said 2.6 acre tract to a one-half inch iron rod with yellow cap stamped "HALFF ASSOCIATES, INC" found for corner, said point being the northeast corner of said Lot 2, said point being the northeast corner of said 5.481 acre tract, said point also being in the west line of said of Lot 1, Block I/7214 of said IH 30 Distribution Addition;

THENCE along the east line of said Lot 2 and the east line of said 5.481 acre tract as follows:

South 00 degrees 32 minutes 03 seconds East, 479.58 feet to a 3 inch aluminum monument found for corner, said point being the southwest corner of said Lot 1, Block I/7214 of said IH 30 Distribution Addition;

North 89 degrees 12 minutes 43 seconds East, 28.01 feet along the south line of said Lot 1, Block I/7214 of said IH 30 Distribution Addition to the POINT OF BEGINNING and containing 238,762 square feet or 5.481 acres of land.

THE BASIS OF BEARING IS BASED ON THE NORTH CENTRAL ZONE 4202 STATE PLANE COORDINATES, NAD83.

SCHEDULE 1

DEFINED TERMS

1.1. **"Bankruptcy Case"** means the bankruptcy case of Seller administered under Bankruptcy Case No. 24-90436 in the Bankruptcy Court.

1.2. **"Bankruptcy Court"** means the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

1.3. **"Bankruptcy Code"** means the Bankruptcy Reform Act of 1978, as codified in title 11 of the United States Code, 11 U.S.C. §§ 101 through 1532, as may have been or are amended from time to time.

1.4. **"Bankruptcy Rules"** means, collectively, (i) the Federal Rules of Bankruptcy Procedure, (ii) the Federal Rules of Civil Procedure, and (iii) the local rules of the Bankruptcy Court, as (i) through (iii) may be applicable to the Bankruptcy Cases and proceedings therein and as (i) through (iii) may have been or are amended from time to time.

1.5. **"Business Day"** means any day other than a Saturday or Sunday or Federal holiday or legal holiday in the States of Texas. Unless the references in this Contract to any specific time period expressly uses the capitalized term **"Business Days"**, the number of days for such time period shall be based on calendar days.

1.6. **"Closing"** means the consummation of the purchase and sale and related transactions contemplated by this Contract in accordance with the terms and conditions of this Contract.

1.7. **"Closing Date"** means the date on which the Closing of the conveyance of the Property is required to be held pursuant to Section 5.1.

1.8. **"Declarations and REAs"** means any and all declarations, reciprocal easement agreements or other similar cross-easements, use agreements, covenants or similar agreements governing the use, maintenance or operation of any part of the Property.

1.9. **"Deed"** shall have the meaning set forth in Section 5.2.1.

1.10. **"Land"** means all of those certain tracts of land located in the State of Texas described on Exhibit A, and all rights, privileges and appurtenances pertaining thereto, as more particularly described in the Deed.

1.11. **"Loan"** means the current indebtedness owed by Seller which is secured by one or more deeds of trust and/or mortgages encumbering the Property.

1.12. **"Prohibited Person"** means any of the following: (a) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the **"Executive Order"**); (b) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control (**"OFAC"**) at its official website, <http://www.treas.gov/offices/enforcement/ofac>; (d) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (e) a person or entity that is affiliated with any person or entity identified in clause (a), (b), (c) and/or (d) above.

1.13. **"Property"** means the Land and all rights of Seller, if any, in and to all of the easements, rights, privileges, and appurtenances belonging to or in any way appertaining to the Land.

1.14. **"Tax Year"** shall mean each 12-month period for which the applicable taxing authority assesses Property Taxes, which may or may not be a calendar year.

SCHEDULE 3.1

LIST OF MATERIALS

IN ALL INSTANCES, THE FOLLOWING MATERIALS WILL BE DELIVERED ONLY TO THE EXTENT THE SAME EXIST AND ARE IN SELLER'S POSSESSION OR REASONABLE CONTROL. ALL DELIVERIES ARE MADE SUBJECT TO THE PROVISIONS OF SECTION 3.1.2 OF THE CONTRACT.

- (a) All environmental reports which relate to the Property and were prepared for Seller by third parties.
- (b) Ad valorem property tax statements for the current year, and the status of any pending appeal.
- (c) Zoning report.
- (d) Survey.