

THIS IS EXHIBIT “F”
referred to in the Affidavit of Allan Lind
sworn on December 13, 2024



Commissioner for Taking Affidavits (or as may be)

REAL ESTATE SALES AGREEMENT

This Real Estate Sales Agreement (the "Agreement") is entered into by and Windridge-Tarrant 437, Ltd, a Texas limited partnership with its principal place of business located at 5944 Luther Lane; Suite 735, Dallas, Texas 75225 ("Seller") and White Settlement A2A Developments, LLC, a Texas limited liability company with its principal place of business located at 4325 Windsor Centre Trail; Suite 600, Flower Mound, Texas 75028 ("Purchaser") (Seller and Purchaser are collectively referred to as the "Parties" and severally as a "Party").

RECITALS

WHEREAS, Seller owns certain real property and improvements located in Tarrant County, Texas described in Exhibit A ("Property");

WHEREAS, Seller wishes to sell the Property to Purchaser subject to the terms and conditions of this Agreement; and

WHEREAS, Purchaser wishes to purchase the Property from Seller subject to the terms and conditions of this Agreement;

WHEREAS, the Parties desire to set forth certain representations, warranties, conditions and covenants made by each to the other as inducements to the consummation of the sale and purchase of the Property;

NOW THEREFORE, in consideration of and reliance on the mutual promises, representations, warranties, conditions and covenants of the Parties set forth in this Agreement, the Parties hereby agree as follows:

ARTICLE 1. **EFFECTIVE DATE**

This Agreement is effective on the date ("Effective Date") of the last of the signatures by Seller and Purchaser as parties to this Agreement and by Capital Title of Texas, Att. JoAnn Roberts ("Title Company") located at 6100 Preston Road, Suite 200, Frisco, Texas 75034 to acknowledge receipt of the Initial Earnest Money.

ARTICLE 2. **DEFINITIONS**

In this Agreement, including the Schedules and Exhibits attached hereto the following terms shall have the following meanings:

2.1 "Additional Earnest Money" means the amount payable to Seller pursuant to Section 3.2, B, ii.

2.2 **"Agreement"** means this Real Estate Sales Agreement, all Closing Documents, schedules and exhibits and every executed written document which specifically amends modifies or supplements this Agreement.

2.3 **"Buildings"** means all buildings, if any, located on the Lands and any other improvement, erection or structure located on or erected in, under or on the Lands.

2.4 **"Business Day"** means the day of the week, other than a Saturday, Sunday or any other day when the Tarrant County Clerk's Office is closed.

2.5 **"Chattels"** means all goods, fixtures, furniture, equipment, supplies and other tangible personal property owned by the Seller and used in the operation and maintenance of or otherwise in connection with Property, if any.

2.6 **"Closing"** means the transfer of ownership of the Property to the Purchaser and completion of all other matters contemplated by this Agreement at the offices of the Title Company either on the Closing Date or such earlier or later date as Seller and Purchaser may agree in writing.

2.7 **"Closing Date"** means 10:00 a.m. (central daylight time) on the first Business Day which is forty-five (45) days after the Due Diligence Expiration Date or such earlier or later date and/or time as the Parties may agree in writing. If the Tarrant County Courthouse is closed on said date, then the Closing Date shall be on the next day that the Tarrant County Clerk's Office is open for filing.

2.8 **"Due Diligence Expiration Date"** means 5:00 p.m. (central daylight time) on the first Business Day which is sixty (60) days after the Effective Date or such other date as the Parties may agree in writing.

2.9 **"Due Diligence Period"** means the period commencing on the Effective Date and terminating on the Due Diligence Expiration Date.

2.10 **"Earnest Money"** means the sum of the Initial Earnest Money and the Additional Earnest Money as set out in Section 3.2, B of this Agreement.

2.11 **"Environmental Laws"** shall mean all applicable federal, state, county, municipal or other local laws, bylaws, rules, regulations, ordinances, codes or judgments relating to the protection of the environment, human health, product safety and occupational health and safety, and without restricting the generality of the foregoing, includes without limitation those laws relating to the storage, transportation, treatment and disposal of Hazardous Substances, employee and product safety, and the emission, discharge, release or threatened release of Hazardous Substances, wastes or odors into the air, water (including surface water, groundwater, streams and water in drains, tanks or sewers), land surface, subsurface strata or any building or structure (or any sewer, septic and waste treatment, storage and disposal systems servicing any such building or structure).

2.12 **"Estoppel Certificate"** means the certificate to be provided by Tenants of the Property or any part thereof or premises therein to the Purchaser in such form and content as the Purchaser may require.

2.13 **"Hazardous Substance"** any pollutant, dangerous substance, liquid waste, industrial waste, hauled liquid waste, toxic substance, hazardous waste, hazardous material, hazardous substance, asbestos or contaminant, or word, term, or phrase or similar meaning or regulatory effect, as such terms are, or may be, described or defined in any Environmental Laws.

2.14 **"Initial Earnest Money"** means the amount payable pursuant to Section 3.2, B, i.

2.15 **"Lands"** means the real property legally described in Schedule A and as shown on the sketch attached hereto as Exhibit A.

2.16 **"Leases"** means any and all leases, agreements to lease, offers to lease, licenses, concession and rights to use and occupy, the whole or any part of the Property and all revisions, modifications, amendments, changes thereof or thereto and "Lease" means any one of the Leases.

2.17 **"National Holiday"** means a holiday designated by the U.S. federal government.

2.18 **"Person"** means either a natural person, a partnership of any type, a corporation, a joint venture, a syndicate, a chartered bank, a trust, a trust company, a government or an agency thereof, a trustee or an executor, an administrator or other legal representative.

2.19 **"Property"** means the Lands and all Buildings, all Chattels, Leases, easements, rights of way and other rights owned, held or enjoyed by the Seller as appurtenant to or in conjunction with or as owner of such Property.

2.20 **"Purchase Price"** has the meaning set out in section 3.2.

2.21 **"Purchaser's Attorneys"** means Tasker & Peterson PLLC 4325 Windsor Centre Trail, Flower Mound, Texas 75028, (972) 355-5959, Fax (972)692-8200 Attn: Jeffrey C. Tasker, or such other firm of lawyers as Purchaser may designate by written notice to the Seller.

2.22 **"Seller Attorneys"** means Munson, Munson, Cardwell & Tillett, P.C., 301 W. Woodard St., Denison, Texas 75020, (903)463-3750, Fax (903)463-3024, Attn: William B. Munson, or such lawyers or firm of lawyers as the Seller may designate by written notice to Purchaser.

2.23 **"Survey"** means an on-the-ground, staked plat of survey and metes-and-bounds description of the Property, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

2.24 "Surveyor" means Douglas L. Arthur Surveying Co., L.P. located at 220 Elm Street #200; Lewisville, Texas 75057, or such other surveyor as the Seller may designate by written notice to Purchaser.

2.25 "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, or directly by Underwriter, stating the condition of title to the Property.

2.26 "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, or directly by Underwriter, in conformity with the last Title Commitment delivered to and approved by Purchaser.

2.27 "UCC Search" means written reports stating the instruments that are on file in the Texas secretary of state's UCC records, the UCC records of any other appropriate state, and the UCC records in the jurisdiction in which Seller is organized, showing as debtor Seller and all other owners of the Personal Property during the five years before the Effective Date of this Agreement.

2.28 "Warranties" means all warranties and guarantees obtained by the Seller or benefiting the Property or any part thereof in respect of the development, construction, maintenance and/or operation of the Property that are assignable and in effect on the Closing Date

ARTICLE 3. **PURCHASE AND SALE**

3.1 Purchase and Sale of Property

On the terms and subject to all of the conditions contained herein, and the performance by the Parties hereto of their respective obligations hereunder, Purchaser agrees to purchase from Seller, and Sellers(s) agree(s) to sell, convey, transfer, assign, and deliver to Purchaser all right, title, interest, equity and estate in and unto the Property, buildings and improvements located on the real property more specifically set forth on Exhibit A.

3.2 Purchase Price

A. Total Purchase Price

On the terms and subject to all of the conditions contained in this Agreement, the Purchaser shall pay the Seller a total purchase price ("Total Purchase Price") in the total amount of Four Million Five Hundred Thousand Dollars and no/100 (\$4,500,000.00) subject to offsets and credits as set forth herein.

B. Earnest Money

- i. *Initial Earnest Money:* \$25,000.00
- ii. *Additional Earnest Money:* \$75,000.00

- iii. *Interest on Earnest Money.* Purchaser may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will become part of the Earnest Money.

C. Purchase Price Balance

The "Purchase Price Balance" shall equal the Total Purchase Price less any offsets, deductions or adjustments pursuant to this Agreement including but not limited to application of the Initial Earnest Money and the Additional Earnest Money.

ARTICLE 4.
DEADLINES AND DATES

4.1 Deadline Date and Time Calculation

All deadlines in this Agreement expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, national holiday or a date when the Tarrant County Clerk's Office is closed, the deadline will be extended to the next day that is not a Saturday, Sunday, national holiday, or closure for the Tarrant County Clerk's Office. Time is of the essence.

- 4.2 **Initial Earnest Money Deadline:** 5:00 p.m. on the third Business Day after this Agreement is executed by Seller and delivered to Purchaser and delivered to Title Company.
- 4.3 **Delivery of Title Commitment:** On or before 20 days after the Effective Date
- 4.4 **Delivery of Survey:** On or before 20 days after the Effective Date
- 4.5 **Delivery of UCC Search:** On or before 20 days after the Effective Date
- 4.6 **Delivery of legible copies of instruments referenced in the Title Commitment, Survey and UCC Search:** On or before 20 days after the Effective Date
- 4.7 **Delivery of Title Objections:** On or before 5 days after the Seller complies with deadline in Section 4.6

- 4.8 **Delivery of Seller's records as specified on Exhibits C and D** On or before 20 days after the Effective Date
- 4.9 **End of Due Diligence Period:** 60 days after the Effective Date
- 4.10 **Additional Earnest Money Deadline:** 60 days after the Effective Date
- 4.11 **Closing Date:** On or before 45 days after the End of the Due Diligence Period
- 4.12 **Closing Time:** 10:00 a.m. CDT

ARTICLE 5.
DUE DILIGENCE PERIOD

5.1 Review of Seller's Records.

Seller will deliver to Purchaser copies of Seller's records specified in Exhibit C, or otherwise make those records available for Purchaser's review, by the deadline stated in Sections 4.8.

5.2 Entry onto the Property. Purchaser or Purchaser's representative and/or consultant may enter the Property before closing to inspect it at Purchaser's cost, subject to the following:

- A. Purchaser may not interfere in any material manner with existing operations or occupants of the Property.
- B. If the Property is physically altered because of Purchaser's inspections, Purchaser must return the Property to its pre-inspection condition promptly after the alteration occurs.

5.3 Environmental Assessment

Purchaser has the right to conduct environmental assessments of the Property. Seller will provide, or will designate a person with knowledge of the use and condition of the Property to provide, information requested by Purchaser or Purchaser's agent or representative regarding the use and condition of the Property during the period of Seller's ownership of the Property. Seller will cooperate with Purchaser in obtaining and providing to Purchaser or its agent or representative information regarding the Property.

5.4 Purchaser's Right to Terminate

Purchaser may terminate this Agreement for any reason by notifying Seller before the end of the Due Diligence Period.

ARTICLE 6. **TITLE AND SURVEY**

6.1 Review of Title

The following statutory notice is provided to Purchaser on behalf of the real estate licensees, if any, involved in this transaction: Purchaser is advised that it should either have the abstract covering the Property examined by an attorney of Purchaser's own selection or be furnished with or obtain a policy of title insurance.

6.2 Title Commitment Effective Date

The "effective date" stated in the Title Commitment must be after the Effective Date of this Agreement.

6.3 Delivery of Title Commitment, Survey, UCC Search, and Legible Copies

Seller must deliver the Title Commitment to Purchaser and Purchaser's attorney by the deadline stated in Section 4.3; the Survey by the deadline stated in Section 4.4; the UCC Search by the deadline stated in Section 4.5; and legible copies of the instruments referenced in the Title Commitment, Survey and UCC Search by the deadline stated in Section 4.6.

6.4 Title Objections

Purchaser has until the deadline stated in Section 4.7 ("Title Objection Deadline") to review the Survey, Title Commitment, UCC Search, and legible copies of the title instruments referenced in them and notify Seller of Purchaser's objections to any of them ("Title Objections"). Purchaser will be deemed to have approved all matters reflected by the Survey, Title Commitment, and UCC Search to which Purchaser has made no Title Objection by the Title Objection Deadline. The matters that Purchaser either approves or is deemed to have approved are "Permitted Exceptions." If Purchaser notifies Seller of any Title Objections, Seller has five days from receipt of Purchaser's notice to notify Purchaser whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Purchaser may, within five (5) days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this Agreement is terminated or Purchaser will proceed to close, subject to Seller's obligations to remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Agreement, and cure the Title Objections that Seller has agreed to cure.

ARTICLE 7. **REPRESENTATIONS**

The Parties' representations stated in Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date. Seller will promptly notify Purchaser if Seller becomes aware that any of the representations are not true and correct.

ARTICLE 8.
CONDITION OF THE PROPERTY UNTIL CLOSING; COOPERATION; NO
RECORDING OF CONTRACT

8.1 Maintenance and Operation

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

8.2 Casualty Damage

Seller will notify Purchaser promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Purchaser may terminate this Agreement if the casualty damage that occurs before closing would materially affect Purchaser's intended use of the Property, by giving notice to Seller within fifteen days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen days before closing) and all Earnest Money will be refunded to Purchaser. If Purchaser does not terminate this Agreement, Seller will convey the Property to Purchaser in its damaged condition.

8.3 Condemnation

Seller will notify Purchaser promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Purchaser may terminate this Agreement if the condemnation would materially affect Purchaser's intended use of the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice to Purchaser (or before closing if Seller's notice is received less than fifteen (15) days before closing). If Purchaser does not terminate this Agreement, (a) Purchaser and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Purchaser, and (c) if the taking occurs before Closing, the description of the Property will be revised to delete the portion taken.

8.4 Claims; Hearings

Seller will notify Purchaser within three (3) Business Days after Seller receives notice of any claim or administrative hearing that is threatened, filed, or initiated before closing that involves or directly affects the Property.

8.5 Cooperation

Seller will cooperate with Purchaser (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Purchaser to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Purchaser.

8.6 No Recording

The Parties may not file this Agreement or any memorandum or notice of this Agreement in the real property records of any county.

ARTICLE 9. **TERMINATION**

9.1 Disposition of Earnest Money after Termination

- A. To Purchaser. If Purchaser terminates this Agreement in accordance with any of Purchaser's rights to terminate, then unless Seller delivers notice of Seller's objection to Title Company's release of the Initial Earnest Money to Purchaser within five (5) days after Purchaser delivers Purchaser's termination notice to Seller and Title Company, Title Company is authorized, without any further authorization from Seller, to deliver the Initial Earnest Money to Purchaser.
- B. To Seller. If Seller terminates this Agreement, Title Company is authorized, without any further authorization from Seller, to deliver the Initial Earnest Money to Purchaser.

9.2 Duties after Termination

If this Agreement is terminated, Purchaser will promptly return to Seller all of Seller's records in Purchaser's possession or control. After return of the documents and copies, neither party will have further duties or obligations to the other under this Agreement, except for those obligations that cannot be or were not performed before termination of this Agreement or that expressly survive termination of this Agreement.

ARTICLE 10.
CLOSING

10.1 Closing Procedures

This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

- A. Closing Documents; Title Company Documents. The Parties will execute and deliver the Closing Documents and any documents required by Title Company.
- B. Payment of Purchase Price. Purchaser will deliver the Purchase Price Balance and other amounts that Purchaser is obligated to pay under this Agreement to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.
- C. Disbursement of Funds; Recording; Copies. Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this Agreement, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the Parties' written instructions.
- D. Delivery of Originals. Seller will deliver to Purchaser the originals of Seller's Records.
- E. Possession. Seller will deliver possession of the Property to Purchaser at Closing free and clear of an encumbrances and liens.

10.2 Transaction Costs

- A. Seller's Costs. Seller will pay the basic charge for the Title Policy; the cost to obtain the Survey; one-half of the escrow fee charged by Title Company; the costs to prepare the deed; the costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale, the costs to record documents to cure Title Objections agreed or required to be cured by Seller and to resolve matters shown in Schedule C of the Title Commitment; Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession; the costs to obtain UCC Search, and certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in Sections 4.4, 4.5 and 4.6 and Seller's records; 50% of Potential Roll Back Taxes as set forth in Section 10.2, c.ii.; any other costs expressly required to be paid by Seller in this Agreement; Brokers' fees as set forth in Section 10.2, F; and Seller's attorney's fees and expenses.
- B. Purchaser's Costs. Purchaser will pay one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be obtained or recorded at Seller's expense; the cost to obtain the Survey (which

Seller shall reimburse to Purchaser as a credit to the Purchase Price in an amount not to exceed \$5,000.00 at Closing) the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Purchaser, as well as the cost of any other endorsements or modifications of the Title Policy requested by Purchaser; the costs of work required by Purchaser to have the Survey reflect matters other than those required under this Agreement except changes required for curative purposes; the costs to obtain financing of the Purchase Price, including the incremental premium costs of loan title policies and endorsements and deletions required by Purchaser's lender; any other costs expressly required to be paid by Purchaser in this Agreement; and Purchaser's attorney's fees and expenses.

- C. Ad Valorem Taxes. Ad valorem taxes for the Property for the calendar year of closing will be prorated between Purchaser and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Purchaser at closing as a credit to the Purchase Price. Purchaser assumes the obligation to pay, and shall pay in full, such taxes before delinquency. If the assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year applied to the most current assessed value, and Purchaser and Seller will adjust the prorations in cash within thirty (30) days after the actual assessment and taxes are known. Seller will promptly notify Purchaser of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after closing. All taxes (including any penalties, interest, and attorney's fees) due as of closing will be paid at closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the Texas Tax Code or under any other provision of law with respect to any period before the closing, and if additional taxes, penalties, or interest are assessed pursuant to Code section 23.55 or under the other provision of law, the following will apply:
- i. If Seller changes the use of the Property before closing, resulting in the assessment of additional taxes for periods before closing, Seller will pay the additional taxes.
 - ii. At closing, the Parties will determine the amount of deferred taxes payable if the sale of the Property as herein contemplated were deemed as of the Closing to constitute a change in the use of the Property that would result in the "roll-back" or recapture of deferred taxes for the current year and all preceding tax years for which the "roll-back" or recapture could be imposed ("Potential Roll-Back Amount"). Seller will pay to Purchaser at Closing as a credit to the Purchase Price an amount equal to fifty percent (50%) of the Potential Roll-Back Amount to all applicable taxing jurisdictions.
- D. Income and Expenses. Except as provided in Section 10.2, C above, income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at closing as a credit or debit adjustment to the

Purchase Price. Invoices that are received after closing for operating expenses incurred on or before the Closing Date and not adjusted at closing will be submitted to the Seller and Seller will pay the Purchaser the amount of the invoice within ten days after notice of Purchaser's invoice.

- E. Post-Closing Adjustments. If errors in the prorations made at closing are identified within ninety (90) days after closing, Seller and Purchaser will make post-closing adjustments to correct the errors within fifteen days of receipt of notice of the errors.
- F. Brokers' Commissions.
 - i. Seller agrees to pay commission, in the amount of 6% of the initial \$500,000.00 and 3% of the remaining sales price ("Commission") to be evenly split between the following brokers: Bill Makens of The Makens Company, Seller's Agent and Michael Cucco of The Michael Group, Purchaser's Agent (collectively referred to as "Brokers" and individually as "Broker"). The Broker's right to the Commission shall be earned upon the Closing only. Purchaser shall not be obligated to pay any Commission to any Broker in connection with this transaction, and, in addition to the indemnities set forth elsewhere in this Agreement, Seller hereby indemnifies and agrees to hold Purchaser harmless from any and all cost, expense, loss, and damage, including but not limited to attorney's fees and court costs, arising or resulting directly or indirectly out of any claim in connection with this transaction. At Closing, Seller will provide Purchaser with a release of Broker's or appraiser's liens from all brokers or appraisers regarding the Property
 - ii. The Parties represent and warrant that they have not had dealings with any person, firm, agent or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers named herein, and no other broker, agent, person, firm or entity, other than the Brokers is entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of the Parties.

10.3 Issuance of Title Policy

Seller will cause Title Company to issue the Title Policy to Purchaser as soon as practicable after closing.

10.4 Closing Deliverables

- A. Seller's Items. At closing, Seller will deliver the following items:
 - i. Special Warranty Deed;

- ii. IRS Nonforeign Person Affidavit;
 - iii. Evidence of Seller's authority to close this transaction;
 - iv. Notices, statements, and certificates as specified in Exhibit D; and
 - v. Release of Liens
- B. Purchaser's Items. At closing, Purchaser will deliver the following items:
- i. Purchase Price Balance;
 - ii. Evidence of Purchaser's authority to close this transaction; and

ARTICLE 11.

DEFAULT AND REMEDIES

11.1 Seller's Default; Remedies before Closing

If Seller fails to perform any of its obligations under this Agreement or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Purchaser may elect either of the following as its sole and exclusive remedy before closing:

- A. Termination. Purchaser may terminate this Agreement by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money returned to Purchaser. Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, if Seller's Default occurs after Purchaser has incurred costs to investigate the Property after the Effective Date and Purchaser terminates this Agreement in accordance with the previous sentence, Seller will also pay to Purchaser as liquidated damages Purchaser's actual out-of-pocket expenses incurred to investigate the Property after the Effective Date ("Purchaser's Expenses") within ten days after Seller's receipt of an invoice from Purchaser stating the amount of Purchaser's Expenses accompanied by reasonable evidence of Purchaser's Expenses.
- B. Specific Performance. Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Purchaser may enforce specific performance of Seller's obligations under this Agreement, but any such action must be initiated, if at all, within ninety (90) days after the breach or alleged breach of this Agreement. If title to the Property is awarded to Purchaser, the conveyance will be subject to the matters stated in the Title Commitment.

11.2 Seller's Default; Remedies after Closing

If Seller's representations are not true and correct at Closing for reasons reasonably within Seller's control and Purchaser does not become aware of the untruth or incorrectness until after Closing, Purchaser will have all the rights and remedies available at law or in equity. If Seller fails to perform any of its obligations under this Agreement that survive Closing, Purchaser will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

11.3 Purchaser's Default; Remedies

If Purchaser fails to perform any of its obligations under this Agreement or if any of Purchaser's representations is not true and correct as of the Effective Date or on the Closing Date ("Purchaser's Default"), Seller may, as its sole and exclusive remedy, terminate this Agreement by giving notice to Purchaser and have the Earnest Money delivered to Seller. Unless Purchase's Default relates to the untruth or incorrectness of Purchaser's representations for reasons not reasonably within Purchaser's control, if Purchaser's Default occurs after Seller has incurred costs after the Effective Date and Seller terminates this Agreement in accordance with the previous sentence, Purchaser will also pay to Seller as liquidated damages Seller's actual out-of-pocket expenses after the Effective Date ("Seller's Expenses") within ten days after Purchaser's receipt of an invoice from Seller stating the amount of Seller's Expenses accompanied by reasonable evidence of Seller's Expenses.

11.4 Attorney's Fees

If either party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

ARTICLE 12. **MISCELLANEOUS PROVISIONS**

12.1 Notices

Any notice required by or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received, provided that (a) any notice received on a Saturday, Sunday, or national holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or national holiday and (b) any notice received after 5:00 P.M. local time at the place of delivery on a day that is not a Saturday, Sunday, or national holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or national holiday. Any address for notice may be changed by not less than ten days' prior written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

12.2 Entire Agreement

This Agreement, its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the Parties concerning the sale of the Property by Seller to Purchaser. There are no representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Purchaser that are not in those documents.

12.3 Amendment

This Agreement may be amended only by an instrument in writing signed by the Parties.

12.4 Binding Effect

This Agreement binds, benefits, and may be enforced by the Parties and their respective heirs, successors, and permitted assigns.

12.5 Survival

The provisions of this Agreement that expressly survive termination or closing and other obligations of this Agreement that cannot be performed before termination of this Agreement or before closing survive termination of this Agreement or closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this Agreement, the Closing Documents will control.

12.6 Choice of Law; Venue

This Agreement is to be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue shall be in Tarrant County, Texas.

12.7 Waiver of Default

Default is not waived if the non-defaulting party fails to declare a default immediately or delays taking any action with respect to the default.

12.8 No Third-Party Beneficiaries

There are no third-party beneficiaries of this Agreement.

12.9 Severability

If a provision in this Agreement is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability does not affect any other provision of this Agreement, and this Agreement is to be construed as if the unenforceable provision is not a part of the Agreement.

12.10 Ambiguities Not to Be Construed against Party Who Drafted Agreement

The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this Agreement.

12.11 No Special Relationship

The Parties' relationship is an ordinary commercial relationship, and the Parties do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.

12.12 Counterparts

If this Agreement is executed in multiple counterparts, all counterparts taken together constitute this Agreement. Copies of signatures to this Agreement are effective as original signatures.

12.13 Confidentiality

This Agreement, this transaction, and all information learned in the course of this transaction shall be kept confidential, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Purchaser to investigate the Property or either party to close this transaction. Remedies for violations of this provision are limited to injunctions and no damages or rescission may be sought or recovered as a result of any such violations.

12.14 Binding Effect

This Agreement binds, benefits and may be enforced by the Parties and their respective heirs, successors, and permitted assigns.

12.15 Conciliation

In the event of any dispute regarding this Agreement, venue shall be exclusively in Tarrant County, Texas and shall be governed by Texas law. However, prior to instituting a lawsuit and as a condition precedent to the filing of a lawsuit, the Parties agree that they will attempt to resolve the dispute by mediation. The cost of mediation shall be borne equally by the Parties. This provision shall survive termination of this agreement. For any action other than the request for immediate emergency equitable relief, if any Party initiates Court Proceedings based upon a dispute to which this conciliation Section applies, without first attempting to resolve the matter through mediation, then at the discretion of the Judge, such action may be abated until mediation has been completed and the Party initiating the lawsuit shall not be entitled to recover attorneys' fees, even if fee would otherwise be recoverable by that party in any such court proceeding.

12.16 Waiver of Jury Trial

Purchaser and Seller, each after consultation with an attorney of its own selection (which counsel was not directly or indirectly identified, suggested, or selected by the other party), both voluntarily waive a trial by jury of any issue arising in an action or proceeding between the Parties or their successors, under or connected with this Agreement or its provisions. Purchaser and Seller acknowledge to each other that Purchaser and Seller are not in significantly disparate bargaining positions.

12.17 Exhibits

The following items are attached to and are a part of this Agreement:

- A. Exhibit A—Description of the Property and Personal Property
- B. Exhibit B—Representations; Environmental Matters
- C. Exhibit C—Seller's Records
- D. Exhibit D—Notices, Statements, and Certificates

[REMAINDER OF THIS PAGE LEFT BLANK]

Each signatory to this Agreement represents and warrants that he or she has the authority to execute this Agreement on behalf of his or her Party.


SELLER

WINDRIDGE-TARRANT 437, LTD.

BY: **BC WHITE SETTLEMENT, LLC**
ITS: GENERAL PARTNER


BY: **BRISCOE CLARK COMPANY, LTD.**
ITS: Member / Manager

By: **CLARK BRISCOE DEVELOPMENT COMPANY**
Its: General Partner

By: 
James Briscoe, Director
6/4/2012
Date

PURCHASER

WHITE SETTLEMENT A2A DEVELOPMENTS, LLC

By: 
Jeff Peterson, Manager
May 31, 2012
Date

TITLE COMPANY'S ACKNOWLEDGEMENT

Title Company acknowledges receipt of Earnest Money in the amount of \$ _____ and a copy of this Agreement executed by both Purchaser and Seller.

CAPITAL TITLE OF TEXAS

By: _____
Name: _____
Title: _____
Date: _____

Each signatory to this Agreement represents and warrants that he or she has the authority to execute this Agreement on behalf of his or her Party.

SELLER

WINDRIDGE-TARRANT 437, LTD.

BY: BC WHITE SETTLEMENT, LLC
ITS: GENERAL PARTNER

BY: BRISCOE CLARK COMPANY, LTD.
ITS: Member / Manager

By: CLARK BRISCOE DEVELOPMENT COMPANY
Its: General Partner

By: James Briscoe
James Briscoe, Director
6/4/2012
Date

PURCHASER

WHITE SETTLEMENT AZA DEVELOPMENTS, LLC

By: Jeff Peterson
Jeff Peterson, Manager
May 31, 2012
Date

TITLE COMPANY'S ACKNOWLEDGEMENT

Title Company acknowledges receipt of Earnest Money in the amount of \$ 25,000.00 and a copy of this Agreement executed by both Purchaser and Seller.

CAPITAL TITLE OF TEXAS

By: Jo Ann Roberts
Name: Jo Ann Roberts
Title: Escrow Officer
Date: 6-5-12

Exhibit A

DESCRIPTION OF THE PROPERTY

427.76 acres as described on the following pages of Exhibit A.

EXHIBIT A

PROPERTY DESCRIPTION

TRACTS 1, 2 AND 3

Being 427.758 acres of land in two tracts situated in the G.B. KENNEY SURVEY, ABSTRACT NO. 920, the JAMES S. WARD SURVEY, ABSTRACT NO. 1595 and the J.P. WOODS SURVEY, ABSTRACT NO. 1886, Tarrant County, Texas, and being a portion of that certain tract of land conveyed to Boa Sorte Limited Partnership, etal by deed recorded in County Clerk's Instrument No. D204343518, Deed Records, Tarrant County, Texas and all that certain tract of land conveyed to Boa Sorte Limited Partnership, etal by deed recorded in County Clerk's Instrument No. D206076626, Deed Records, Tarrant County, Texas, said 427.758 acres being more particularly described by metes and bounds as follows:

TRACT 1

BEGINNING at the Northwest corner of the herein described tract and the Northeast corner of a tract of land conveyed to Texas Utilities Electric Company by deed recorded in Volume 9046, Page 373, Deed Records, Tarrant County, Texas; said point being in the centerline of White Settlement Road (R.O.W. varies) and N 27° 39' 19" E, 25.10 feet from a 3/8" iron found, said point also being at the beginning of a curve to the right whose radius is 2098.34 feet and whose long chord bears S 64° 32' 03" E, 269.70 feet;

THENCE along the centerline of said White Settlement Road as follows:

ALONG said curve in a Southeasterly direction, thru a central angle of 07° 22' 10", a distance of 269.89 feet to the end of said curve, said point being N 30° 09' 58" E, 25.25 feet from a 5/8" iron found;

S 60° 50' 58" E, 428.88 feet to the beginning of a curve to the left whose radius is 1310.90 feet and whose long chord bears S 70° 47' 16" E, 452.49 feet;

ALONG said curve in a Southeasterly direction, thru a central angle of 19° 52' 36", a distance of 454.77 feet to the end of said curve;

S 80° 43' 34" E, 417.55 feet;

THENCE S 13° 14' 25" W, at 26.25 feet passing a 5/8" iron found, continuing in all a distance of 40.34 feet to a 5/8" iron found in the South line of said White Settlement Road;

THENCE S 80° 40' 15" E, along the South line of said White Settlement Road, 336.81 feet to a 5/8" iron found at the Northeast corner of the herein described tract;

THENCE S 09° 17' 30" W, 493.39 feet to a 5/8" iron found at the Northeast corner of a tract of land conveyed to White Settlement Independent School District by deed recorded in Volume 9206, Page 1798, Deed Records, Tarrant County, Texas;

THENCE along the North, West and South lines of said White Settlement tract as follows:

N 80° 42' 27" W, 677.80 feet to a 5/8" iron found;

S 09° 15' 48" W, 28.83 feet to a 5/8" iron found;

S 00° 24' 27" E, 392.55 feet to a 5/8" iron found;

S 10° 05' 19" E, 331.44 feet to a 5/8" iron found;

N 79° 53' 48" E, 602.35 feet to a 5/8" iron found at the beginning of a curve to the left whose radius is 970.00 feet and whose long chord bears N 77° 46' 42" E, 71.72 feet;

ALONG said curve in a Northeasterly direction, thru a central angle of 04° 14' 13", a distance of 71.73 feet to a 1/2" iron found at the end of said curve in the North line of Live Oak Creek Drive (60' R.O.W.);

THENCE S 14° 17' 56" E, at 59.67 feet passing a 1/2" iron found in the South line of said Live Oak Creek Drive and the Northwest corner of Lot 13, Block 9, SILVER RIDGE, PHASE I, SECTION 1, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Volume 388-219, Page 7 and 8, Plat Records, Tarrant County, Texas, continuing in all a distance of 179.94 feet to a 5/8" iron found;

THENCE along the West and South lines of said SILVER RIDGE, PHASE I, SECTION 1 as follows:

S 17° 11' 45" E, 250.19 feet to a 1/2" iron found at the beginning of a curve to the left whose radius is 1425.00 feet and whose long chord bears N 75° 59' 00" E, 6.68 feet, said iron being in the South line of Bighorn Court (50' R.O.W.);

ALONG the South line of said Bighorn Court and said curve in a Northeasterly direction, thru a central angle of 00° 16' 07", a distance of 6.68 feet to a 5/8" iron found the end of said curve and the Northwest corner of Lot 2, said Block 9;

S 15° 05' 33" E, along the West line of said Lot 2, continuing in all a distance of 206.20 feet to a 1/2" iron found at the Southwest corner of said Lot 2 and the Northwest corner of Lot 1, said Block 9;

S 26° 43' 20" E, along the West line of said Lot 1, continuing in all a distance of 305.59 feet to a 5/8" iron found in the West line of Lot 11, Block 8;

S 68° 15' 12" E, along the South line of said Lot 11, continuing in all a distance of 467.77 feet to a 60d nail found in the South line of Lot 9, said Block 8;

N 89° 20' 27" E, along the South line of said Lot 9, continuing in all a distance of 628.73 feet to a 1/2" iron found at the Southeast corner of Silver Ridge Boulevard (R.O.W. varies);

N 43° 22' 38" E, along the South line of said Silver Ridge Boulevard, 147.49 feet to a 1/2" iron found at the beginning of a curve to the left whose radius is 968.00 feet and whose long chord bears N 38° 37' 07" E, 161.08 feet;

ALONG said curve in a Northeasterly direction, thru a central angle of 09° 32' 43", a distance of 161.26 feet to a 1/2" iron found at the end of said curve and the Southwest corner of Lot 1, Block 3;

S 68° 38' 34" E, along the South line of said Lot 1, continuing in all a distance of 452.86 feet to a 5/8" iron found at the Southwest corner of Lot 7, said Block 3;

S 56° 05' 20" E, along the South line of said Lot 7, continuing in all a distance of 104.74 feet to a 5/8" iron found at the Northwest corner of Lot 9, said Block 3;

S 15° 04' 00" E, along the West line of said Lot 9, continuing in all a distance of 116.33 feet to a 1/2" iron found at the Northwest corner of Lot 11, said Block 3;

S 27° 33' 28" W, along the West line of said Lot 11, continuing in all a distance of 146.70 feet to a 5/8" iron found at the Southwest corner of Lot 12, said Block 3;

S 55° 15' 43" E, along the South line of said Lot 12, continuing in all a distance of 182.27 feet to a 1/2" iron found at the most Southerly Southwest corner of Lot 1, Block 1;

N 89° 29' 17" E, along the South line of said Lot 1, continuing in all a distance of 545.35 feet to a 5/8" iron found in the East line of said Boa Sorte tract at the Southeast corner of Lot 5, said Block 1 and the Southwest corner of a tract of land conveyed to Ann S. North by deed recorded in Volume 4811, Page 57, Deed Records, Tarrant County, Texas, said iron being in the North line of Verna Trail West (50' R.O.W.);

THENCE S 00° 25' 29" E, along the East line of said Boa Sorte tract, passing the South line of said Verna Trail West, continuing in all a distance of 1338.52 feet to a 1/2" found at a reentrant corner of said Boa Sorte tract and the Northeast corner of remaining tract of land conveyed to Lyemmann Properties, Inc. by deed recorded in Volume 10256, Page 875, Deed Records, Tarrant County, Texas;

THENCE along the North and West line of said Lyemmann tract as follows:

N 89° 16' 39" W, 500.00 feet to a 1/2" iron found;

S 00° 25' 29" E, 500.00 feet to a 1/2" iron found in the South line of said Boa Sorte tract and the North line of Lot 1, Block 1, WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT ADDITION, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Cabinet B, Slide 1534, Plat Records, Tarrant County, Texas;

THENCE N 89° 16' 39" W, along the common line of said Boa Sorte tract and said WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT ADDITION, at 1902.27 feet, City of Fort Worth monument #8221 bears N 00° 43' 21" W, 0.10 feet, continuing in all a distance of 2111.49 feet to a 1/2" iron found at the Northwest corner of a tract of land conveyed to City of Fort Worth by deed recorded in Volume 7231, Page 686, Deed Records, Tarrant County, Texas and a reentrant corner of a tract of land conveyed to Chapel Creek Ltd. Partnership by deed recorded in Volume 11029, Page 1159, Deed Records, Tarrant County, Texas;

THENCE N 89° 26' 51" W, along the common line of said Boa Sorte and Chapel Creek tracts, at 46.68 feet passing City of Fort Worth monument #8220, continuing in all a distance of 250.71 feet to a 5/8" iron found at the Southeast corner of a tract of land conveyed to Tarrant Regional Water District by deed recorded in County Clerk's Instrument No. D205318788 and D206031117, Deed Records, Tarrant County, Texas;

THENCE along the East line of said Tarrant Regional Water District tract as follows:

N 12° 34' 46" W, 406.94 feet to a 5/8" iron found;

N 80° 51' 23" W, 1050.00 feet to a 5/8" iron found in the East line of a tract of land conveyed to TXU Electric Delivery Company by deed recorded in County Clerk's Instrument No. D206031116, Deed Records, Tarrant County, Texas;

THENCE N 15° 44' 45" E, along the common line of said Boa Sorte and TXU tract, 464.08 feet to a 5/8" iron found at a reentrant corner of said Boa Sorte tract and the East line of a tract of land conveyed to Texas Electric Service Company by deed recorded in Volume 8814, Page 256, Deed Records, Tarrant County, Texas;

THENCE N 32° 54' 37" W, along the common line of said Boa Sorte and Texas Electric tracts, 2193.85 feet to a 1/2" iron found at a reentrant corner of said Boa Sorte tract and the most Southeasterly corner of a remaining tract of land conveyed to said Lyemann Properties, Inc.;

THENCE along the Easterly and Northerly lines of said Lyemann remaining tract as follows:

N 27° 39' 19" E, 450.00 feet to a 1/2" iron found;

N 32° 54' 37" W, 500.00 feet to a 1/2" found in the West line of said Boa Sorte tract and the East line of said Texas Utilities tract;

THENCE N 27° 39' 19" E, along the common line of said Boa Sorte and Texas Utilities tracts, 1301.38 feet to the POINT OF BEGINNING and containing 290.026 acres of land.

TRACT 2.

Beginning at a 1/2" iron found at the Southwest corner of said Boa Sorte tract and the most Northerly Northwest corner of a tract of land conveyed to Vernon Investment Corp., N.V. by deed recorded in Volume 6342, Page 749, Deed Records, Tarrant County, Texas, said iron being in the East line of a tract of land conveyed to Tannahill Ranch Partnership, Ltd., by deed recorded in Volume 15280, Page 380, Deed Records, Tarrant County, Texas;

THENCE N 00° 12' 13" W, along the common line of said Boa Sorte and Tannahill tracts, 2126.46 feet to a 1/2" iron found;

THENCE N 89° 47' 47" E, 660.00 feet to a 1/2" iron found;

THENCE N 00° 12' 13" W, 660.00 feet to a 1/2" iron found;

THENCE S 89° 47' 47" W, 660.00 feet to a 1/2" iron found in the West line of said Boa Sorte tract and the East line of said Tannahill tract;

THENCE N 00° 12' 13" W, along the common line of said Boa Sorte and Tannahill tracts, 640.00 feet to a 3/8" iron found at the Southwest corner of a tract of land conveyed to Texas Utilities Electric Company by deed recorded in Volume 9046, Page 373, Deed Records, Tarrant County, Texas;

THENCE N 89° 45' 15" E, along the South line of said Texas Utilities tract, 904.05 feet to a 1/2" iron found in the West line of a tract of land conveyed to Texas Electric Service Company by deed recorded in Volume 8814, Page 256, Deed Records, Tarrant County, Texas;

THENCE along the West line of said Texas Electric tract as follows:

S 32° 54' 37" E, 2910.08 feet to a 5/8" iron found at the Northwest corner of a tract of land conveyed to TXU Electric Delivery Company by deed recorded in County Clerk's Instrument No. D206031116, Deed Records, Tarrant County, Texas;

S 15° 44' 45" W, 1027.49 feet to a 5/8" iron found in the South line of said Boa Sorte tract and the North line of a tract of land conveyed to Chapel Creek Ltd. Partnership by deed recorded in Volume 11079, Page 1159, Deed Records, Tarrant County, Texas;

THENCE along the common line of said Boa Sorte and Chapel Creek tracts as follows:

N 89° 57' 03" W, 1332.27 feet to a 1" iron found at the Northeast corner of said Vernon tract;

THENCE N 89° 57' 48" W, along the common line of said Boa Sorte and Vernon tracts, 861.89 feet to the POINT OF BEGINNING and containing 137.732 acres of land.

TRACT 3

Being 9.646 acres of land situated in the J.P. WOODS SURVEY, ABSTRACT NO. 1886, Tarrant County, Texas, and being a portion of that certain tract of land conveyed to Boa Sorte Limited Partnership, et al, by deed recorded in County Clerk's Instrument No. D204343518, Deed Records, Tarrant County, Texas, said 9.646 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron with Carter & Burgess cap at the Northeast corner of said Boa Sorte tract in the South line of White Settlement Road (R.O.W. varies) from which a 1/2" iron found bears S 03° 04' 38" E, 28.76 feet;

THENCE S 00° 26' 09" E, passing the Northwest corner of Lot 1, THE D. SMITH ADDITION, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Cabinet B, Slide 2205, Plat Records, Tarrant County, Texas, continuing in all a distance of 280.00 feet to a 1/2" iron found with Dunaway cap at the Southeast corner of the herein described tract and the Northeast corner of a tract of land conveyed to SJ Silver Ridge Development, LP by deed recorded in County Clerk's Instrument No. D203354039, Deed Records, Tarrant County, Texas;

THENCE along the common line of said Boa Sorte and SJ Silver Ridge tracts as follows:

S 89° 37' 20" W, 333.29 feet to a 1/2" iron found with Dunaway cap;

N 56° 22' 58" W, 499.98 feet to a 1/2" iron found with Dunaway cap;

N 83° 36' 39" W, 201.58 feet to a 1/2" iron found with Dunaway cap in the East line of Silver Ridge Boulevard (R.O.W. varies) and the beginning of a curve to the right whose radius is 465.00 feet and whose long chord bears N 22° 22' 55" E, 256.34 feet;

THENCE along the East line of said Silver Ridge Boulevard as follows:

ALONG said curve in a Northeasterly direction, thru a central angle of 31° 59' 59", a distance of 259.70 feet to a 1/2" iron found at the end of said curve;

N 38° 22' 58" E, 87.22 feet to a 1/2" iron found at the beginning of a curve to the left whose radius is 598.00 feet and whose long chord bears N 30° 53' 56" E, 155.76 feet;

ALONG said curve in a Northeasterly direction, thru a central angle of 14° 57' 58", a distance of 156.20 feet to a 1/2" iron found at the end of said curve in the South line of said White Settlement Road;

THENCE along the South line of said White Settlement Road as follows:

S 74° 37' 04" E, 150.96 feet to a 5/8" iron found with Carter & Burgess cap at the beginning of a curve to the right whose radius is 841.48 feet and whose long chord bears S 59° 31' 04" E, 438.42 feet;

ALONG said curve in a Southeasterly direction, thru a central angle of 30° 12' 00", a distance of 443.54 feet to a 1/2" iron found at the end of said curve;

S 44° 25' 03" E, 253.54 feet to a 1/2" iron found at the beginning of a curve to the left whose radius is 994.93 feet and whose long chord bears S 50° 30' 48" E, 19.77 feet,

ALONG said curve in a Southeasterly direction, thru a central angle of $05^{\circ} 45' 32''$, a distance of 19.77 feet to the POINT OF BEGINNING and containing 9.646 acres of land.

Unofficial Document

Exhibit B

REPRESENTATIONS; ENVIRONMENTAL MATTERS

A. Seller's Representations to Purchaser

Seller represents to Purchaser that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority of James Briscoe, Clark Briscoe Development Company, Briscoe Clark Company, Ltd., BC White Settlement LLC and Windridge-Tarrant 437, Ltd.* Seller is a limited partnership duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this Agreement. BC White Settlement LLC is the general partner of Seller. Briscoe Clark Company, Ltd is a member and manager of BC White Settlement LLC. Clark Briscoe Development Company is the general partner of Briscoe Clark Company, Ltd. and James Briscoe has authority to act on behalf of Clark Briscoe Development Company and Seller. This Agreement is binding on Seller. This Agreement is, and all documents required by this Agreement to be executed and delivered to Purchaser at closing will be, duly authorized, executed, and delivered by Seller.

2. *Litigation.* Seller has not received written notice and has no actual knowledge of any litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this Agreement.

3. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

4. *Licenses, Permits, and Approvals.* Seller has not received written notice that any license, permit, or approval necessary to use the Property in the manner in which it is currently being used has expired or will not be renewed on expiration or that any material condition will be imposed to use or renew the same.

5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received written notice of any condemnation, zoning, or land-use proceedings affecting the Property or any written inquiries or notices by any governmental authority or third party with respect to condemnation or the presence of hazardous materials affecting the Property.

6. *No Other Obligation to Sell the Property or Restriction against Sale.* Except for granting a security interest in the Property, Seller has not obligated itself to sell all or any portion of the Property to any person other than Purchaser. Seller's performance of this Agreement will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature not arising by, through, or

under Purchaser except the Permitted Exceptions or liens to which Purchaser has given its consent in writing, and no work or materials will have been furnished to the Property by Seller that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Purchaser has given its consent in writing.

B. Purchaser's Representations to Seller

Purchaser represents to Seller that the following is true and correct as of the Effective Date and will be true and correct on the Closing Date.

Authority of Jeff Peterson White Settlement A2A Developments, LLC. Purchaser is limited liability company duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this Agreement. This Agreement is binding on Purchaser. This Agreement is, and all documents required by this Agreement to be executed and delivered to Seller at closing will be, duly authorized, executed, and delivered by Purchaser.

- C. Books and records for the Property

4. Leases

- A. Leases for all or any part of the Property
- B. Commission and leasing agent agreements relating to the Property

5. Licenses, Agreements, and Encumbrances

All licenses, agreements, and encumbrances (including all amendments and exhibits) affecting title to or use of the Property that have not been recorded in the real property records of the county or counties in which the Property is located

Exhibit C

SELLER'S RECORDS

To the extent that Seller has possession or control of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Purchaser by the deadline stated in Section 4.8.

1. Governmental

- A. Governmental licenses, certificates, permits, and approvals
- B. Tax statements for the current year and the last 5 years
- C. Notices of appraised value for the current year and the last 5 years
- D. Records of any tax exemption, special use, or other valuation or exemption applicable to the Property.
- E. Records of regulatory proceedings or violations (for example, condemnation, environmental)

2. Land

- A. Soil reports
- B. Environmental reports and other information regarding the environmental condition of the Property
- C. Water rights
- D. Engineering reports
- E. Prior surveys
- F. Site plans
- G. Mineral rights

3. Financial

- A. Annual operating statements for the most recent 5 years of operation of the Property
- B. Monthly operating statements for the Property since the close of the last fiscal year

Exhibit D

NOTICES, STATEMENTS, AND CERTIFICATES

By the deadline stated in Section 4.8, Seller shall provide Purchaser all of the following notices, statements, and certificates that are applicable:

1. *Storage Tanks Disclosure Provider.* Notice concerning underground storage tanks, described in section 334.9 of title 30 of the Texas Administrative Code
 2. *Notice to Purchaser Regarding Restrictive Covenants.* Notice of deed restrictions, described in section 212.155 of the Texas Local Government Code.
 3. *Notice to Purchaser Regarding Coastal Area Property.* Notice regarding real property located adjacent to tidally influenced, submerged lands of Texas, described in section 33.135 of the Texas Natural Resources Code.
 4. *Notice to Purchaser of Property Seaward of Gulf Intracoastal Waterway.* Notice concerning public easements to the public beach, described in section 61.025 of the Texas Natural Resources Code.
 5. *Notice Regarding Possible Liability for Additional Taxes.* Notice of additional tax liability for vacant land that has been subject to a special tax appraisal method, described in section 5.010 of the Texas Property Code.
 6. *Notice Regarding Possible Annexation.* Notice concerning the sale of property located outside the limits of a municipality that may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality, described in section 5.011 of the Texas Property Code.
 7. *Notice for Unimproved Property in a Certificated Service Area of a Utility Service Provider.* Notice for property in a certificated service area of a utility service provider, described in section 13.257 of the Texas Water Code.
 8. *Utility District Notice.* Notice concerning the bonded indebtedness of, or rates to be charged by, a utility or other special district, described in section 49.452 of the Texas Water Code, with the form of notice to be used being dependent on whether the property (a) is located in whole or in part within the extraterritorial jurisdiction of one or more home-rule municipalities but is not located within the corporate boundaries of a municipality, (b) is located in whole or in part within the corporate boundaries of a municipality, or (c) is not located in whole or in part within the corporate boundaries of a municipality or the extraterritorial jurisdiction of one or more home-rule municipalities.
 9. *Notice to Purchaser of Property Located in Certain Annexed Water Districts.* Notice required by section 54.016(h)(4)(A) of the Texas Water Code when property being sold is in a water
- REAL ESTATE SALES AGREEMENT – EXHIBIT D

or sanitary sewer district that entered a contract with a city with a population of 1.18 million or less under which the city is permitted to set rates in the district after annexation that are different from rates charged other residents of the city.

10. *Notice to Purchaser that Property Is Located within the Area of the Alignment of a Transportation Project.* Notice required under Texas Local Government Code section 232.0033 that all or part of the subdivision in which property being sold is located is within the area of the alignment of a transportation project as shown in the final environmental decision document that is applicable to a future transportation corridor identified in a contract between the Texas Department of Transportation and a county under Texas Transportation Code section 201.619.

11. *Certificates of Mold Remediation.* Notice pursuant to section 1958.154 of the Texas Occupations Code, titled "Certificate of Mold Remediation; Duty of Property Owner," requiring a property owner who sells property that has been issued a certificate of mold remediation pursuant to this section to deliver copies to the purchaser of each certificate of mold remediation issued for the property within the preceding five years.

THIS IS EXHIBIT “G”
referred to in the Affidavit of Allan Lind
sworn on December 13, 2024

Commissioner for Taking Affidavits (or as may be)

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale (the “**Agreement**”) is made as at the 9th day of January, 2015.

BETWEEN:

Fossil Creek A2A DEVELOPMENTS, LLC, a Texas limited liability company with its principal place of business located at 548 Silicon Drive, Suite 100, South Lake, Texas 76092, USA (the “**Seller**”)

- and -

Fossil Creek A2A LP an Alberta Limited Partnership with a place of business located at 744 Forth Avenue SW, Canada T2P 3T4 (the “**Purchaser**”)

RECITALS

WHEREAS, the Seller owns certain real property located in Tarrant County, Texas, and legally described in Exhibit “A” attached to this Agreement (the “**Property**”);

AND WHEREAS, the Seller has divided the ownership of the Property into 2,100 undivided tenant-in-common fractional interests (the “**Total Fractional Interests**”) and intends to sell the Total Fractional Interests save and except for up to five percent (5%) thereof which may be retained by the Seller;

AND WHEREAS, the Seller has granted to the Purchaser an option to purchase up to 1000 undivided fractional ownership interest(s) out of the Total Fractional Interests in the Property (the “**UFI Purchase Option**”);

AND WHEREAS each undivided fractional ownership interest in the Property is equal to 1/2,100 of the Total Fractional Interests (individually the “**UFI**”);

AND WHEREAS the Purchaser may elect by notice in writing to the Seller (the “**Property Purchase Notice**”) to purchase all or part of the UFIs in the UFI Purchase Option (the “**Purchased Property**”) at such time or times as the Purchaser may designate in the Property Purchase Notice; provided that the Purchaser may at any time by notice in writing to the Seller (“**Purchase Termination Notice**”) terminate this Agreement with respect to all of or any part of the UFI Purchase Option it has not then Closed and provided further that the Agreement shall automatically terminate on the fifth (5th) anniversary of the date of this Agreement with respect to any UFI’s forming part of the UFI Purchase Option not having then been purchased and Closed by the Purchaser;

AND WHEREAS subject to the Purchaser’s right to terminate as provided for in the fifth (5th) Recital hereof, the Purchaser has agreed to purchase the Purchased Property from the Seller and the Seller has agreed to sell to the Purchaser the Purchased Property on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of and reliance on the mutual promises, representations, warranties, conditions and covenants of the parties set forth in this Agreement, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each Party), the Parties hereby covenant and agree as follows:

ARTICLE 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

The terms defined herein shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:

“Agreement” means this Agreement of Purchase and Sale, all Closing Documents, schedules and exhibits and every executed written document which specifically amends modifies or supplements this Agreement.

“Ancillary Documents” means those documents, instruments, and/or agreements described in Exhibit “B” attached to this Agreement, including without limitation, (1) Deed of Covenant; (2) Special Warranty Deed (Purchase); (3) Special Warranty Deed (Sale); and (4) Revocable Trust Agreement (Sales Trust).

“Article”, **“Section”** and **“Subsection”** mean and refer to the specified article, section and subsection of this Agreement.

“Business Day” means the day of the week, other than a Saturday, Sunday, Statutory Holiday, National Holiday, or any other day when the County Clerk’s office of the County in which the Property is located is closed or any other day on which the Canadian Banks are closed.

“Closing”, **“Close”**, and **“Closed”** means the consummation, of the transaction of the purchase and sale of a UFI forming part of the Purchased Property, pursuant to the terms of this Agreement, including without limitation, the payment of the applicable Purchase Price, payment to the Facilitator of the applicable Development Fund Contribution and the delivery of the applicable Closing Documents, on such date as agreed to by the Parties at the location designated by the Seller.

“Closing Date” means the date or dates stipulated by the Purchaser in the Purchase Property Notice for the Closing of one or more UFI’s forming part of the Purchased Property or such other date or dates as may be agreed to by the Parties in writing. If the County Clerk’s office of the County in which the Property is located is closed on said date, then the Closing Date shall be on the next day that the County Clerk’s Office for such County is open for filing.

“Closing Documents” means collectively the agreements, instruments, and other documents to be delivered by the Seller to the Purchaser pursuant to Section 5.1 and the agreements, instruments and other documents to be delivered by the Purchaser to the Seller pursuant to Section 5.2.

“Deed Of Covenant” means the agreement entitled Deed of Covenant made between the Seller and the Purchaser and effective on the Xth day of January, 2015.

“Development Fund” means the funds advanced to the Facilitator concurrently with the purchase of a UFI including, without limitation, the Development Fund Contribution to be maintained in an account or accounts to be opened by the Facilitator under Article 3.1(a) of the Deed of Covenant and to be used for

the purposes described in Article 3.1 of the Deed of Covenant including, without limitation, for costs and expenses associated with the Planning, Development and Servicing Activities;

“Development Fund Contribution” has the meaning ascribed thereto in Section 2.2 of this Agreement;

“Facilitator” means any person or entity, corporate or un-incorporated, who is appointed from time to time under Article 2 of the Deed Of Covenant by the Co-owners to be the Facilitator and to carry out the Planning, Development and Servicing Activities on behalf of and for the benefit of the Purchaser and the other Co-Owners of the Property.

“FIRPTA” shall refer to the Foreign Investment in Real Property Tax Act of 1980.

“Form W-7” has the meaning provided in Section 9.1.

“IRC” has the meaning provided in Section 9.2.

“National Holiday” means a holiday designated by the U.S. federal government.

“Notice” has the meaning provided in Section 10.2.

“Person” means either a natural person, a partnership of any type, a corporation, a joint venture, a syndicate, a chartered bank, a trust, a trust company, a government or an agency thereof, a trustee or an executor, an administrator or other legal representative.

“Planning, Development and Servicing Activities” means obtaining the reports, plans, studies, audits, assessments, investigations, and other items necessary for the proper design, construction, development and regulatory compliance of the Property; facilitating and participating in legal proceedings, procedures, filings, submissions, applications and other actions necessary for the acquisition, rezoning, construction, development, maintenance, regulatory compliance and other land use matters related to the Property; contracting, subcontracting, supervising, constructing and maintaining infrastructure and improvements on the Property; marketing and selling the Property; and any and all other actions necessary to be taken or made in respect to or in furtherance of the acquisition, planning, development, construction, maintenance and sale of the Property;

“Property” has the meaning provided in the first (1st) recital of this Agreement.

“Purchase Price” has the meaning provided in Section 2.2.

“Purchased Property” has the meaning provided in the fifth (5th) recital of this Agreement.

“Purchaser's Lawyer” means Craig L Bentham, 605-2303 Fourth Avenue S.W. Calgary Alberta, T2S 2S7, Canada or such other firm of lawyers as the Purchaser may designate by written notice to the Seller.

“Securities Act” means The United States Securities Act of 1933, as amended.

“Seller's Lawyer” means Tasker & Peterson PLLC, 4325 Windsor Centre Trail, Suite 600, Flower Mound, Texas 75028, USA; Attention: Jeffrey C. Tasker, or such other firm of lawyers licensed to practice law in the State of Texas as the Seller may designate by written notice to the Purchaser.

“Statutory Holiday” means a day which is a statutory holiday in (i) Canada or in the Province of Ontario or (ii) the United States or the State of Texas.

“Title Policy” has the meaning provided in Section 8.2 (a).

“Transfer” has the meaning provided in Section 7.1.

“U.S. Person” has the meaning provided in Section 6.2 (a).

“UFI Purchase Option” has the meaning provided in the third (3rd) recital of this Agreement.

“Warranties” means all warranties and guarantees obtained by the Seller or benefitting the Property or any part thereof in respect of the development, construction, maintenance and/or operation of the Property that are assignable and in effect on the Closing Date.

1.2 Timing

Time shall in all respects be of the essence.

1.3 Currency

Unless otherwise specified, all references to money amounts in this Agreement shall be reference to United States dollars.

1.4 Headings

The descriptive headings or Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections.

1.5 Singular, etc.

The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such person or persons or circumstances as the context otherwise permits.

1.6 Extended Meaning

The words “thereof”, “herein”, “hereunder” and similar expressions used in any part of this Agreement relate to the entire Agreement and not to the particular Article or Section unless the context otherwise requires.

1.7 Consent

Whenever a provision of this Agreement requires an approval or consent by a Party to this Agreement and notification of such approval or consent is not delivered within the applicable time limited, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.

1.8 Business Day

Whenever any payment that is to be made or action that is to be taken under this Agreement is required

to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next Business Day following such day.

1.9 Entire Agreement

This Agreement, the Closing Documents, the Ancillary Documents and any other agreements, instruments or other documents herein contemplated to be entered into between, by or including the Parties hereto constitute the entire agreement between the Parties hereto pertaining to the transaction of purchase and sale provided for herein and supersede and replace all prior agreements, understandings, negotiations, and discussions, whether oral or written, with respect thereto and there are no warranties, representations or other agreements between the Parties hereto in connection with the transaction except as specifically set forth in this Agreement, the Exhibits attached hereto, the Closing Documents, the Ancillary Documents or in any document delivered pursuant to this Agreement. No amendment, supplement or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

1.10 Non-Merger

The Seller's representations, warranties, covenants and agreements contained in this Agreement shall not merge on the Closing of this transaction or on the delivery and recording of a transfer but shall survive the Closing of this Transaction.

1.11 Choice of Law

This Agreement has been made in and its validity, interpretation, construction and performance shall be governed by and be in accordance with the laws of the United States and the State of Texas, without reference to its laws governing conflicts of law. The laws of the United States and State of Texas shall govern all the terms, conditions provisions and covenants of this Agreement.

1.12 Plain Language

Except as otherwise noted herein, this Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto.

1.13 Exhibits

The Exhibits to this Agreement listed below are an integral part of this Agreement:

<u>Exhibit</u>	<u>Description</u>
Exhibit A	Legal Description of Property
Exhibit B	Ancillary Documents

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale of Property

On the terms and subject to all of the conditions and restrictions contained in this Agreement, and the performance by the parties of their respective obligations set forth in this Agreement and all Ancillary Documents, including but not limited to payment of the Purchase Price and payment of the Development Fund Contribution, the Purchaser hereby agrees to purchase the Purchased Property and to Close such portion of the Purchased Property specified in the Property Purchase Notice on the Closing Date specified in the Property Purchase Notice. The Seller hereby agrees to sell, convey, transfer, assign, and deliver to the Purchaser on such Closing Date all right, title, interest, equity and estate in and unto such portion of the Purchased Property designated in the Property Purchase Notice.

2.2 Purchase Price

The purchase price for each UFI shall be \$7,150.00 (the “**Purchase Price**”). In addition to the Purchase Price, the Purchaser agrees to contribute the sum of \$2,850.00 for each UFI purchased to the Development Fund (the “**Development Fund Contribution**”). The Purchase Price and the Development Fund Contribution have been calculated on the basis of Ten Thousand Dollars (\$10,000.00) for each UFI. The Purchase Price and the Development Fund Contribution may be paid by the Purchaser in instalments based upon the number of UFI’s forming part of the Purchased Property designated to be purchased in each Property Purchase Notice and such portion of the Purchase Price and Development Fund Contribution shall be payable on the Closing Date designated in the Property Purchase Notice as the Closing Date for such portion of the Purchased Property by certified check or negotiable bank draft delivered in the case of the Purchase Price to the Seller and in case of the Development Fund Contribution to the Facilitator by way of deposit or wire transfer to:

Seller:

Account Name:

Bank:

Bank Address:

Account Number:

Transit Number:

ARTICLE 3 PURCHASER’S DUE DILIGENCE

3.1 Searches and Examinations

The Purchaser hereby acknowledges and confirms that it has been afforded the opportunity to retain counsel to review this Agreement and to conduct such due diligence including, without limitation, such investigations and such tests and inspections regarding the Property and the Purchased Property as it reasonably deems desirable or necessary.

3.2 Title Search

The Seller hereby agrees on each Closing Date to provide the Purchaser an opinion from the Seller's Solicitor that the Purchaser has good and valid title to the part of the Purchased Property being Closed and that the Seller is the owner of such Purchased Property free and clear of charges, liens, security interests and other financial encumbrances. The Seller shall pay and discharge any financial encumbrance. The Seller hereby acknowledges and confirms that the Purchaser is relying upon the said title opinion of the Seller's Solicitor in connection with each Closing.

3.3 Condition of Purchased Property

Notwithstanding any other provision in this Agreement to the contrary, the Purchaser acknowledges and agrees that the Purchased Property is being sold "as is", "where is" on the Closing Date, and subject to the express warranties and representation set out in this Agreement. The Seller confirms and acknowledges that it has reviewed the information contained in the Further Amended and Restated Confidential Offering Memorandum dated November 18th, 2014 of Fossil Creek A2A Trust (a Trust governed by and formed pursuant to the Laws of the Province of Alberta, Canada) (the "**Offering Memorandum**") and in particular the Seller has examined the forward looking statements contained in the Offering Memorandum and the appendices, relating to, among other things:

- (a) the expectation that the Property will be completely developed and the homes to be built thereon sold by December, 2017;
- (b) views regarding the real estate market, in particular relating to prices and trends;
- (c) the expectation that the Property will meet the investment objectives of the Trust;
- (d) the anticipated costs to be incurred to complete development of the Property; and
- (e) the anticipated revenue, projected profit, projected returns, projected returns on investment, target schedule of distributions, target number of housing units, estimated average selling price per house, average floor area per house.

The forward-looking statements are based on certain key expectations and assumptions concerning anticipated financial performance, business prospects, strategies, the sufficiency of budgeted capital expenditures in carrying out planned activities, the availability and cost of services and the ability to obtain financing on acceptable terms, which are subject to change based on market conditions and potential timing delays. The Seller considers these assumptions to be reasonable based on information currently available to it, but they may prove to be incorrect.

The Seller acknowledges and confirms that the Offering Memorandum includes market and industry data and forecasts, and surveys, that were obtained through the Seller from surveys, third-party sources, industry publications and publicly available information as well as industry data prepared by the Seller on the basis of its knowledge of the residential construction industry in Texas (including management's estimates and assumptions relating to the industry based on that knowledge). The Seller confirms that it believes that its industry data is accurate and that its estimates and assumptions are reasonable, and there is no reason of which it is aware that these estimates and assumptions cannot be

relied upon, but there can be no assurance as to the accuracy or completeness of this data. The Seller shall take such action and obtain such documents as the Purchaser may be require to satisfy itself that the Purchaser may rely upon any report or other information delivered to the Purchaser in connection with the Purchased Property.

3.4 Use of Property

The Purchaser acknowledges that it will not, at any time during the currency of this Agreement, be entitled to the use or occupation of any portion of the Property, including, but not limited, to the Purchased Property.

ARTICLE 4 CONDITIONS OF CLOSING

4.1 Conditions in Favour of the Purchaser

- (a) *Conditions* - The obligation of the Purchaser to complete the purchase of the Purchased Property or any part thereof, shall be subject to the following conditions:
 - (i) On Closing, all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Seller shall have been complied with or performed in all material respects, including without limitation, all of the documents required to be executed or delivered to the Purchaser pursuant to this Agreement shall have been so executed and delivered.
 - (ii) On Closing, the representations or warranties of the Seller set forth in Section 6.1 shall be true and accurate in all material respects with the same effect as if made on and as of the Closing.
 - (iii) On Closing, other than such portion of the Purchased Property previously conveyed by the Seller to the Purchaser pursuant to this Agreement, the Seller shall be the legal owner of the Purchased Property and shall have good marketable title to the Purchased Property.
- (b) *Remedies* - Each of the foregoing conditions is for the exclusive benefit of the Purchaser and if any of the conditions shall not be satisfied, fulfilled or complied with in accordance with their terms, the Purchaser may at its option, either:
 - (i) rescind this Agreement with respect to any remaining Purchased Property the acquisition of which has not been closed by written notice delivered to the Seller on or before a Closing Date, in which event the Purchaser and the Seller shall be released, relieved, and discharged from all further obligations with respect thereto under this Agreement and with respect to the remaining Purchased Property this Agreement shall be null, void and of no effect; or
 - (ii) Complete the transaction for the part of the Purchased Property designated in the Property Purchase Notice.

- (c) *Waiver* - Any or all of the above-conditions may be waived in whole or in part by the Purchaser and if the Purchaser elects to complete the transaction after actual or constructive knowledge of the failure of any of the conditions, such condition shall be deemed waived by the Purchaser with respect to the completed transaction but not with respect to any further transactions.

4.2 Conditions in Favour of the Seller

- (a) *Conditions* - The obligation of the Seller to complete the transaction or any part thereof contemplated by this Agreement shall be subject to the following conditions:
 - (i) With respect to the portion of the Purchased Property designated in the Property Purchase Notice, on Closing, all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser with respect thereto shall have been complied with or performed in all respects, including without limitation, delivering to the Seller the applicable Purchase Price, to the Facilitator the applicable Development Fund Contribution, the Ancillary Documents and any other documents or instruments required to be executed and/or delivered to the Seller pursuant to this Agreement duly executed by the Purchaser.
 - (ii) On Closing, the representations or warranties of the Purchaser set forth in Section 6.2 shall be true and accurate in all material respects with the same effect as if made on and as of the Closing.
- (b) *Waiver* - Any or all of the above-conditions may be waived in whole or in part by written notice of such waiver by the Seller and if the Seller elects to complete the transaction after actual or constructive knowledge of the failure of any of the conditions, such condition shall be deemed waived by the Purchaser with respect to the completed transaction but not with respect to any further transactions.

ARTICLE 5 CLOSING DOCUMENT AND DELIVERABLE

5.1 Seller's Closing Documents

On or before Closing, subject to the provisions of this Agreement, the Seller shall execute or cause to be executed and shall deliver or cause to be delivered the following:

- (a) a copy of the Special Warranty Deed for the portion of the Purchased Property which is being conveyed by the Seller to the Purchaser on the Closing;
- (b) evidence of the Seller's authority to close such transaction;
- (c) a deed transferring to the Purchaser title to the portion of the Purchased Property that is the subject of the Closing; and

- (d) the executed title opinion from the Seller's Solicitor that the Seller is the owner of the Purchased Property free and clear of charges, liens, and similar financial encumbrances, in form and content satisfactory to the Purchaser .

5.2 Purchaser's Closing Documents

On or before each Closing, subject to the provisions of this Agreement, the Purchaser shall execute and shall deliver the following:

- (a) the portion of the Purchase Price and Development Fund Contribution for each UFI being Closed based on an aggregate amount of \$10,000 ;
- (b) any necessary affidavits, statements, or other documentation regarding the Transfer as required to accomplish and record the Transfer;
- (c) the Revocable Trust Agreement (for Purchaser);
- (d) the Special Warranty Deed (Sale);
- (e) Revocable Trust Agreement (Sales Trust);
- (f) all other documents which are reasonably required and/or requested concurrent with the Purchaser's execution of this Agreement to give effect to the purchase and sale transaction contemplated herein (including without limitation the Ancillary Documents), and within a reasonable period of time after the Closing Date the Seller shall deliver, or cause to be delivered a statement of adjustments or reconciliation of costs, if applicable.

5.3 Post-Closing Deliverables

The Seller shall cause to be delivered to the Purchaser one set of the originally executed Ancillary Documents within ninety (90) Business Days after each Closing Date. If an extension of time for the delivery of the Closing Documents to the Purchaser is required by the Seller, the Seller shall provide the Purchaser with notice of the new date for such delivery.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1 Seller's Representations

The Seller hereby represents and warrants to and in favor of the Purchaser that, as of the date of this Agreement and as of each Closing Date that:

- (a) *Due Formation* - The Seller is a limited liability company formed under the laws of the State of Texas on May 1, 2012. Its principal place of business is located at 548 Silicon Drive, Suite 100, South Lake, Texas 76092, USA.
- (b) *Authority of the Seller to Enter Agreement* - The Seller is in good standing under the laws of the jurisdiction of its incorporation. The Seller has good right, full power and absolute

authority to enter into this Agreement and to sell, assign and transfer the Purchased Property to the Purchaser and to complete the transaction all in the manner contemplated herein and to perform all of the Seller's obligations under this Agreement.

- (c) *Seller Will Take Necessary Steps* - The Seller has or will have by each Closing Date taken all necessary and desirable steps, actions and proceedings to approve, authorize, validly and effectively, the entering into, execution, performance and delivery of this Agreement and the sale of the Purchased Property or the part thereof being conveyed to the Purchaser on the Closing Date.
- (d) *Enforceability of Agreement* - This Agreement is a legal, valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms subject to bankruptcy, insolvency, moratorium, and other laws affecting the enforcement of creditors' rights generally and the fact that equitable remedies, including specific performance and injunctive relief may only be granted in the discretion of a court.

Notwithstanding anything to the contrary contained in this Agreement, the covenants of the Seller set out in this Section 6.1 shall survive and shall not merge upon a Closing.

6.2 Purchaser's Representations

The Purchaser hereby represents and warrants to and in favor of the Seller that, as of the date of this Agreement and as of each Closing Date that:

- (a) *Purchaser is Not a United States Person* - The Purchaser is not a United States Person within the meaning under Section 7701(a)(30) of the IRC or Rule 902 k of the Securities Act.
- (b) *Notice of Purchaser's Change in Status* - The Purchaser will notify the Seller immediately in writing upon a change in its United States Person status for the purposes of the IRC at any time during which the Purchaser has a direct or indirect interest in the Purchased Property.
- (c) *Necessary Documents and Information* - The Purchaser will provide the Seller with all necessary documents and information that may be required by the Seller or the Seller's Lawyer to accomplish the transactions contemplated by this Agreement and to record the transactions with the appropriate jurisdiction.
- (d) *Binding Effect of Agreement* - This Agreement and the Ancillary Documents are binding, legal and valid on the Purchaser and enforceable in accordance with their terms subject to bankruptcy, insolvency, moratorium, and other laws affecting the enforcements of creditors' rights generally and the fact that equitable remedies, including specific performance and injunctive relief, may only be granted in the discretion of a court.
- (e) *Authority of Purchaser* - The Purchaser has right, full power and absolute authority to enter into this Agreement and the Ancillary Documents and to purchase the Purchased Property and to complete the transaction all in the manner contemplated by this Agreement.

- (f) *Legal Funds* - The funds which will be paid by the Purchaser to the Seller hereunder will not represent proceeds of crime and the Purchaser acknowledges that the Seller may in the future be required by law to disclose the Purchaser's name and other information relating to this Agreement and the Purchaser's purchase of the Purchased Property hereunder, on a confidential basis, pursuant to applicable law; that no funds or other assets of the Purchaser or any of its affiliates constitute property of, or are beneficially owned, directly or indirectly, by any person or entity or Governmental Authority subject to trade restrictions under applicable law of the United States, including but not limited to, any Anti-Terrorism Law (each an "**Embargoed Person**"), with the result that the transactions contemplated hereby (whether directly or indirectly) are prohibited by applicable law; that no Embargoed Person has any interest of any nature whatsoever in Purchaser with the result that the transactions contemplated hereby (whether directly or indirectly) are prohibited by applicable law; and that none of the funds of the Purchaser have been derived from any unlawful activity with the result that the transactions contemplated hereby (whether directly or indirectly) are prohibited by applicable law.
- (g) *Anti-Terrorism* - The Purchaser represents and warrants: That the Purchaser (i) is not in violation of any Anti-Terrorism Laws, (ii) is not an Embargoed Person and (iii) is not acting and will not act, directly or indirectly, for or on behalf of a person or entity named by any Executive Order or the United States Treasury Department as a terrorist, "**Specifically Designated National and Blocked Person**" or other banned or blocked person or entity pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; that the Purchaser had not engaged in this transaction, directly or indirectly, on behalf of and is not instigating or facilitating this transaction, directly or indirectly, on behalf of, any such person or entity; that the Purchaser has not conducted any business or engaged in any transaction or dealing with an Embargoed Person, including making or receiving any contribution of funds, goods, or services to or for the benefit of any Embargoed Person; that the Purchaser has not dealt in, or otherwise has engaged in, any transaction relating to, any property or interests in property blocked pursuant to any Anti-Terrorism Law; that the Purchaser has not engaged in or conspired to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. "**Anti-Terrorism Law**" shall mean Executive Order 13224 issued by the President of the United States, the USA Patriot Act, the United States International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., the United States Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., any Executive Orders or regulations promulgated thereunder, regulations of the Office of Foreign Assets Control (including, but not limited to, its Specially Designated and Blocked Persons list) or under any statute (including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), executive order (including, without limitation, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism and the Annex thereto) and all other present and future applicable law of the United States addressing or in any way relating to terrorist acts and acts of war.

Notwithstanding anything to the contrary contained in this Agreement, the covenants of the Purchaser set out in this Section 6.2 shall survive and shall not merge upon the Closing.

ARTICLE 7 TRANSFER TO TRUST

7.1 Additional Documents

The Purchaser shall complete any necessary affidavits, statements, or other documentation to record the transfer to the Purchased Property conveyed to the Purchaser (the “**Transfer**”) or respecting any real estate transfer tax or recording tax imposed on the Transfer. In order to facilitate the recording of the Transfer and the completion of the transaction contemplated in this Agreement, the Seller shall pay all real estate transfer and recording tax due and owing upon the recording of the Transfer for and on behalf of the Purchaser.

7.2 References to Trust

The Parties agree that all references to the Purchaser under this Agreement and under all of the documents which are attachments hereto shall include a reference to the Trust whenever the trustee of the Trust is the legal owner of the Purchased Property.

ARTICLE 8 TITLE TO PROPERTY AND PURCHASED PROPERTY

8.1 Free from Encumbrances

On each Closing, title to the part of the Purchased Property being conveyed to the Purchaser on such Closing shall be free and clear of charges, liens, security interest and other financial encumbrances. Title to the Purchased Property may be subject to the non-financial encumbrances (if any) now on title, including, without limitation, any and all municipal agreements, agreements with utility service providers, easements, rights-of-way, leases, notices of lease, restrictions, covenants and zoning or related regulations. The Seller shall pay and discharge any financial encumbrance which is not by this Agreement assumed by the Purchaser. Title to the Purchased Property may also be subject to restrictive covenants and other agreements anticipated by this Agreement.

8.2 Title Insurance

The Purchaser acknowledges that:

- (a) the Seller or its designated nominee purchased title insurance to protect its interest in the Property when the Property was acquired by the Seller (the “**Title Policy**”) in such form and with such exceptions, limitations and qualifications respecting coverage as the Seller deemed acceptable in the circumstances;
- (b) the Purchaser shall have no recourse against Title Policy for any of the covered title risks enumerated therein and the Seller has not made, and will not make any, representations or warranties to the Purchaser concerning the quality of title to the

Property and/or the Purchased Property or adequacy of the Title Policy, save as otherwise set out in this Agreement; and

- (c) on each Closing, the Seller shall provide to the Purchaser a legal opinion from a lawyer licensed to practice law in the State of Texas that the Purchaser has acquired good and valid title, free and clear of any financial encumbrances, to the portion of the Purchased Property conveyed to the Purchaser on each Closing.

ARTICLE 9 INCOME OR MARGIN TAX

9.1 Tax Identification Number

The Purchaser hereby agrees to complete and execute the Application for IRS Individual Taxpayer Identification Number (“**Form W-7**”), and authorizes Seller to file form W-7 on the Purchaser’s behalf.

9.2 Authority to Execute and File Government Forms

In executing this Agreement, the Purchaser authorizes the Seller to apply for, execute and file (and to do all things incidental thereto) on behalf of the Purchaser any applicable tax forms required by the U.S. Internal Revenue Code and any regulations promulgated thereunder (the “**IRC**”) or required by the laws of the State of Texas that may be required in respect of any payment made to the Purchaser relating to the Purchased Property or on the disposition by the Purchaser of the Purchased Property conveyed to it by the Seller.

9.3 Withholding

The Purchaser hereby agrees that the Seller may withhold any income tax required under the IRC (including but not limited to FIRPTA) or any income or margin tax required by the laws of the State of Texas in respect of any payment made to the Purchaser relating to the Purchaser’s Purchased Property, including, but not limited to, any payment made upon the Purchaser’s disposition of the Purchased Property. This Agreement provides the Seller with a power of attorney and authorization to discuss matters relating to the Purchaser and the transactions of the Purchaser relating to the Purchased Property with officials of the U.S. Internal Revenue Service and their Texas counterparts. This Agreement also provides the Seller with authorization to execute elections and other forms required by such authorities in respect of the Purchaser and the transactions of the Purchaser relating to the Purchased Property.

9.4 Purchaser’s Personal Liability

The Purchaser agrees that it shall be personally liable for the filing of income tax returns and the payment of any income taxes required by the IRC or for the filing of income or margin tax returns and the payment of any income or margin taxes required by the laws of the State of Texas, in excess of the Seller’s withholding requirements under the IRC or the laws of the State of Texas, in connection with the purchase of the Purchased Property by the Purchaser, distributions to the Purchaser with respect of the Purchased Property or a disposition by the Purchaser of the Purchased Property, all in accordance with the IRC or the laws of the State of Texas.

9.5 Limited Liability

The Seller and the Purchaser acknowledge that the Purchaser is a limited partnership formed under the laws of the Province of Ontario, and that a limited partner thereof is only liable for any of such limited partnership's liabilities or any of its losses, to the extent of the amount that a limited partner has contributed or agreed to contribute to the capital of the limited partnership and the limited partner's pro rata share of any undistributed income. The parties hereto acknowledge that the obligations of the Purchaser shall not be personally binding upon, nor shall resort be had to, the property of any of the limited partners, their heirs, successors and assigns, and that resort shall only be had to the property of the Purchaser or the property of Fossil Creek A2A GP Inc., the sole general partner of the limited partnership.

9.6 Survivorship of Covenants

The covenants of the Purchaser set out in this Section 9 shall survive and shall not merge upon the recording of the Transfer and the completion of the transaction(s) contemplated in this Agreement.

ARTICLE 10 GENERAL

10.1 Expenses

Each of the parties hereto shall pay its own legal, accounting, and other professional advisory fees, costs and expenses incurred in connection with purchase and sale of the Purchased Property.

10.2 Notices

All notices, requests, payments or other communications ("**Notice**") to be given under or in connection with this Agreement shall be in writing and may be given by mail, personal delivery, or by facsimile transmission or other electronic communication which results in a written or printed notice being given, addressed as set forth below or to such other address, fax or email address as may from time to time be the subject of a Notice:

To the Seller:	548 Silicon Drive Suite 100, Southlake, Texas 76092, USA Attention: Ron Ramirez
To Purchaser:	744 Fourth Avenue Suite 900, Calgary, Alberta T2P 3T4, Canada Attention: Grayson Ambrose

Any Notice delivered as set forth above shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery or,

if mailed, shall be deemed to have been to the addressee on the seventh (7th) Business Day following the date of deposit thereof in the mail service, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail service shall be considered a Business Day. If sent by facsimile or other electronic communication with conformation of transmission, Notice shall be deemed to have been validly and effectively given and received on the Business Day next following the day it was sent. Accidental or inadvertent omission or failure to give any Notice required or permitted to be given under this Agreement shall not affect the validity or legality of any proceeding or action undertaken in respect thereof.

10.3 Assignment

This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, executors, administrators, successors, trustees and permitted assigns; provided that the Purchaser shall not be permitted to assign its rights and obligations under this Agreement without the prior written consent of the Seller which consent may be arbitrarily withheld.

10.4 Further Acts and Assurances

Each of the Parties shall, upon any reasonable request of the other, do all further acts and execute any and all further instruments and assurances as may be required or necessary (including without limitation the execution by the Purchaser in the presence of a Notary Public of any subsequent or replacement power of attorney, in the form similar to the Power of Attorney) to more fully effectually implement and carry out and implement the full intent and meaning of this Agreement.

10.5 Severability

If any covenant, obligation, agreement or part thereof or the application thereof to any Person or circumstance, to any extent, shall be invalid or unenforceable, the remainder of this Agreement of the application of such covenant, obligation or agreement or part thereof to any Person, Party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

10.6 Waiver

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.

10.7 Dispute Resolution

In case of any dispute regarding any terms or performance of the terms of this agreement, the dispute shall be subject to arbitration conducted in the city of Toronto, Ontario in accordance with the Ontario Arbitration Act.

10.8 Counterparts

This Agreement may be executed by the parties hereto in two or more separate counterparts (no one of which need contain the signatures of all parties), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument and be deemed to be executed effective as of the day and year hereinafter written.

10.9 Execution by Facsimile

Facsimile signatures and initials resulting from facsimile communications shall be accepted as if an originally executed signature and each Party shall receive an originally executed copy as soon thereafter as is reasonably practicable. Such communication by facsimile shall be deemed to be made when the facsimile transmission is received by the Party.

10.10 Calculating Time Periods

When calculating any period of time within which, or following which, any act is to be done, or any steps are to be taken pursuant to the provisions of this Agreement, the day which is the reference date in computing any such period of time shall be excluded from the calculation. If no specific reference is made "Business Days" when computing a particular time period pursuant to the provisions of this Agreement and the last of such period would have accordingly fallen on a Saturday, Sunday or a National Holiday or a Statutory Holiday, the period of time in question shall then be deemed to end on the next succeeding Business Day.

10.11 Appointment of Authority

The Purchaser hereby irrevocably appoints the Seller, or any representative thereof, to act as its agent in the execution of all of the necessary documents for the transfer of the Purchased Property to the Purchaser and the recording of the Purchaser as the owner in fee simple of title to the Purchased Property.

10.12 No Tax Advice

The Purchaser acknowledges that the Seller and its respective agents and representatives have made no representations as to, and no advice has been given respecting, the income tax treatment of the purchase, disposition or holding of the Purchased Property. The Purchaser acknowledges that it has been advised to consult its tax advisors with specific reference to its own situation.

10.13 Collection and Use of Confidential Personal Information

The Purchaser acknowledges that this Agreement and exhibits attached hereto (and the documents, instruments and agreements specifically contemplated herein) require the Purchaser to provide certain personal information to the Seller. Such information is being collected by the Seller for the purposes of:

- (a) completing the sale of the Purchased Property described herein;

- (b) the administration, management, operation and future disposition of the Property in accordance with the Agreement; and
- (c) for any other reasonable ancillary use related thereto.

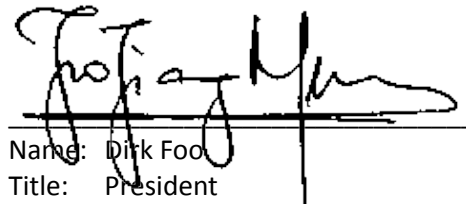
Without limiting the generality of the foregoing, the personal information may be used while preparing, arranging for the execution and delivery of, and recording (where applicable), certain deeds, instruments, certificates, agreements, undertakings and similar documents necessary to complete the transfer(s) of the Purchased Property and the other actions with respect to the Property as contemplated in this Agreement. The Purchaser's personal information may be included in a record or closing book in respect of the subject transaction(s) and may be disclosed by the Seller to its legal counsel and to applicable public or other authorities having jurisdiction. By executing this Agreement, the Purchaser consents to the foregoing collection, use and disclosure of the Purchaser's personal information. The Purchaser also consents to the recording of copies or originals of any of the documents provided by or with respect to the Purchaser in accordance with this Agreement or otherwise as may be required to be filed with any Land Recording Office or other authority having jurisdiction in connection with the transactions contemplated hereby. An officer of the Seller is available to answer questions about the collection of personal information by the Seller at the address provided above.

The Purchaser and the Seller hereby accept the terms of this Agreement and agree to be bound by the terms contained herein. Notwithstanding anything contained in this Agreement to the contrary, the Purchaser and the Seller hereby acknowledges and confirms that this Agreement shall be deemed to be dated as of January 9, 2015.

EXECUTED on the 9th day of January, 2014

Fossil Creek A2A LP, by its general partner
Fossil Creek A2A GP Inc.

By



Name: Dirk Foss
Title: President

I have authority to bind the Corporation.

ACCEPTANCE

The Seller hereby accepts the terms of this Agreement and agrees to be bound by the terms contained herein. Notwithstanding anything contained in this Agreement to the contrary, the undersigned hereby acknowledges and confirms that this Agreement shall be deemed to be dated as of the date set out below.

EXECUTED on the 9th day of January, 2015

FOSSIL CREEK A2A DEVELOPMENTS, LLC

19

By

Name: Allan Lind

Title:

I have authority to bind the Company.

EXHIBIT "A"

Legal Description of Property

Tract 1

BEING a tract of land out of the H. Robertson Survey, Abstract No. 1259, located in the City of Fort Worth, Tarrant County, Texas, and being a part of that 221.457 acre tract of land described in deed to MDC-The Trails Limited Partnership, recorded in Document No. D205076774, Tarrant County Deed Records, and being further described as follows:

BEGINNING at a 1/2 inch iron rod found in the north line of said 221.457 acre tract of line, said point being located at the intersection of the south line of W. Bonds Ranch Road (a 120 foot right-of-way) with the west line of Fossil Springs Drive (a variable width right-of-way);

THENCE along the west line of said Fossil Springs Drive as follows:

South 00 degrees 10 minutes 00 seconds East, 160.00 feet to a one-half inch iron rod found for corner;
South 08 degrees 07 minutes 54 seconds East, 101.03 feet to a one-half inch iron rod found for corner;
South 00 degrees 10 minutes 00 seconds East, 90.00 feet to a one-half inch iron rod found for corner;
South 44 degrees 57 minutes 17 seconds West, 14.11 feet to a one-half inch iron rod found for corner;
South 00 degrees 10 minutes 00 seconds East, 50.00 feet to a one-half inch iron rod found for corner;
South 45 degrees 02 minutes 43 seconds East, 14.17 feet to a one-half inch iron rod found for corner;
South 00 degrees 10 minutes 00 seconds East, 90.00 feet to a one-half inch iron rod found for the northeast corner of Lot 22, Block C, Trails of Fossil Creek, Phase 1, an addition to the City of Fort Worth as recorded in Cabinet A, Page 10235, Tarrant County Plat Records;

THENCE along the north line of said Block C as follows:

North 89 degrees 55 minutes 27 seconds West, 660.51 feet to a one-half inch iron rod set in the west line of Pumice Drive (a 50 foot right-of-way)
South 00 degrees 10 minutes 00 seconds East, 2.29 feet to a one-half inch iron rod found for the northeast corner of Trails of Fossil Creek, Block B, Lot 33, an addition to the City of Fort Worth as recorded in Document No. D211218689, Tarrant County Plat Records, said point being located in the west line of said Pumice Drive;

THENCE South 89 degrees 50 minutes 00 seconds West, 100.00 feet to a one-half inch iron rod found for the northwest corner of said Trails of Fossil Creek, Block B, Lot 33, said point being located in the west line of said 221.457 acre tract of land, said point also being located in the east line of Fossil Hill Estates, an addition to the City of Fort Worth as recorded in Cabinet A, Page 6756, Tarrant County Plat Records;

THENCE North 00 degrees 10 minutes 00 seconds West, 512.72 to a one-half inch iron rod found for the northwest corner of said 221.457 acre tract of land, said point being the northeast corner of said Fossil Hill Estates, said point also being located in the south line of said W. Bonds Ranch Road;

THENCE South 89 degrees 55 minutes 27 seconds East, 746.51 feet along the north line of said 221.457 acre tract of land and along the south line of said W. Bonds Ranch Road to the POINT OF BEGINNING and containing 384,572 square feet or 8.829 acres of land.

Tract 2

BEING a tract of land out of the H. Robertson Survey, Abstract No. 1259, located in the City of Fort Worth, Tarrant County, Texas, and being a part of that 221.457 acre tract of land described in deed to MDC-The Trails Limited Partnership, recorded in Document No. D205076774, Tarrant County Deed Records, and being further described as follows:

BEGINNING at a 1/2 inch iron rod found in the north line of said 221.457 acre tract of line, said point being the most northerly northeast corner of Trails of Fossil Creek, Phase 1, an addition to the city of Fort Worth as recorded in Cabinet A. Page 10235, Tarrant County Plat Records, said point being located at the intersection of the south line of W. Bonds Ranch Road (a 120 foot right-of-way) with the east line of Fossil Springs Drive (a variable width right-of-way);

THENCE South 89 degrees 55 minutes 27 seconds East, with the north line of said 221.457 acre tract of land and with the south line of said W. Bonds Ranch Road, 1197.90 feet to a one-half inch iron rod found for the northeast corner of said 221.457 acre tract of land;

THENCE South 01 degrees 25 minutes 40 seconds West, 760.21 feet, with the east line of said 221.457 acre tract of land to a one-half inch iron rod found for the northeast corner Drill Site #1, as recorded in Document No. D205076774, Tarrant County Deed Records;

THENCE North 89 degrees 55 minutes 27 seconds West, 1200.83 feet to a one-half inch iron rod found in the east line of said Trails of Fossil Creek, Phase 1, said point being located in the east right-of-way line of said Fossil Springs Drive;

THENCE along the east line of said Fossil Springs Drive as follows:

North 08 degrees 40 minutes 57 seconds East, 5.16 feet to a one-half inch iron rod found for corner;
Northeasterly, 85.34 feet along a curve to the left having a central angle of 06 degrees 16 minutes 07 seconds, a radius of 780.00 feet, a tangent of 42.71 feet, whose chord bears North 05 degrees 32 minutes 53 seconds East, 85.29 feet to a one-half inch iron rod found for corner;
North 46 degrees 03 minutes 40 seconds East, 14.38 feet to a one-half inch iron rod found for corner;
North 00 degrees 17 minutes 50 seconds East, 50.00 feet to a one-half inch iron rod found for corner;
North 45 degrees 02 minutes 43 seconds West, 14.17 feet to a one-half inch iron rod found for corner;
North 00 degrees 10 minutes 00 seconds West, 340.00 feet to a one-half inch iron rod found for corner;
North 07 degrees 48 minutes 27 seconds East, 100.92 feet to a point for corner in a brick column;
North 00 degrees 10 minutes 00 seconds West, 160.00 feet to the POINT OF BEGINNING and containing 909,894 square feet or 20.888 acres of land.

Tract 3

BEING a tract of land out of the H. Robertson Survey, Abstract No. 1259, located in the City of Fort Worth, Tarrant County, Texas, and being a part of that 221.457 acre tract of land described in deed to MDC-The Trails Limited Partnership, recorded in Document No. D205076774, Tarrant County Deed Records, and being further described as follows:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of Lot 21, Block FF of Trails of Fossil Creek, Phase 1, an addition to the city of Fort Worth as recorded in Cabinet A. Page 10235, Tarrant County Plat Records, said point being located in the east line of Fossil Springs Drive (a variable width right-of-way);

THENCE along the east line of said Fossil Springs Drive as follows:

Northeasterly, 91.39 feet along a curve to the left having a central angle of 10 degrees 41 minutes 09 seconds, a radius of 490.00 feet, a tangent of 45.83 feet, whose chord bears North 12 degrees 47 minutes 09 seconds East, 91.25 feet to a one-half inch iron rod found for

corner;

North 50 degrees 06 minutes 13 seconds East, 14.57 feet to a one-half inch iron rod found for corner;

North 03 degrees 20 minutes 57 seconds East, 50.00 feet to a one-half inch iron rod found for corner;

North 43 degrees 20 minutes 03 seconds West, 14.55 feet to a one-half inch iron rod found for corner;

North 00 degrees 10 minutes 00 seconds West, 185.00 feet to a one-half inch iron rod found for corner;

North 44 degrees 57 minutes 17 seconds East, 14.11 feet to a one-half inch iron rod found for corner;

North 00 degrees 10 minutes 00 seconds West, 50.00 feet to a one-half inch iron rod found for corner;

North 45 degrees 02 minutes 43 seconds West, 14.17 feet to a one-half inch iron rod found for corner;

North 00 degrees 10 minutes 00 seconds West, 185.00 feet to a one-half inch iron rod found for corner;

North 44 degrees 57 minutes 17 seconds East, 14.11 feet to a one-half inch iron rod found for corner;

North 00 degrees 10 minutes 00 seconds West, 50.00 feet to a one-half inch iron rod found for corner;

North 45 degrees 02 minutes 43 seconds West, 14.17 feet to a one-half inch iron rod found for corner;

North 00 degrees 10 minutes 00 seconds West, 31.81 feet to a one-half inch iron rod found for corner;

Northeasterly, 111.20 feet along a curve to the right having a central angle of 08 degrees 50 minutes 57 seconds, a radius of 720.00 feet, a tangent of 55.71 feet, whose chord bears North 04 degrees 15 minutes 28 seconds East, 111.09 feet to a one-half inch iron rod

found for corner;

North 08 degrees 40 minutes 57 seconds East, 37.93 feet to a one-half inch iron rod found for corner;

North 49 degrees 22 minutes 45 seconds East, 15.16 feet to a one-half inch iron rod found for corner;

South 89 degrees 55 minutes 27 seconds East, 9.63 feet to a one-half inch iron rod found for corner;

North 00 degrees 04 minutes 33 seconds East, 50.00 feet to a one-half inch iron rod found for corner;

North 89 degrees 55 minutes 27 seconds West, 2.06 feet to a one-half inch iron rod found for corner;

North 40 degrees 37 minutes 15 seconds West, 13.04 feet to a one-half inch iron rod found for corner;

North 08 degrees 40 minutes 57 seconds East, 91.14 feet to a one-half inch iron rod found for corner;

THENCE South 89 degrees 55 minutes 27 seconds East, 804.71 feet to a one-half inch iron rod found for corner in the east line of said 221.457 acre tract of land, said point being the northwest corner of Drill Site #1, as recorded in Document No. D205076774, Tarrant County deed Records;

THENCE with the east line of said 221.457 acre tract of land as follows:

South 00 degrees 04 minutes 33 seconds West, 500.00 feet to a one-half inch iron rod found for the southwest corner of said Drill Site #1;

South 89 degrees 55 minutes 27 seconds East, 384.32 feet to a one-half inch iron rod found for the southeast corner of said Drill Site #1;

South 01 degrees 25 minutes 40 seconds West, 534.73 feet to a one-half inch iron rod found for the northeast corner of Lot 15, Block GG of said Trails of Fossil Creek, Phase 1;

THENCE North 88 degrees 34 minutes 20 seconds West, 120.00 feet to a one-half inch iron rod found for the northwest corner of said Lot 15, said point being located in the east line of Talus Drive (a 50 foot right-of-way);

THENCE North 01 degrees 25 minutes 40 seconds East, 31.76 feet with the east line of said Talus Drive to a one-half inch iron rod found for corner;

THENCE North 89 degrees 55 minutes 49 seconds West, 506.79 feet to a one-half inch iron rod found for corner in the north line of Block FF of said Trails of Fossil Creek, Phase 1;

THENCE along the north line of said Block FF as follows:

South 87 degrees 54 minutes 28 seconds West, 408.06 feet to a one-half inch iron rod found for corner;

North 89 degrees 39 minutes 03 seconds West, 202.76 feet to the POINT OF BEGINNING and containing 1,033,620 square feet or 23.729 acres of land.

Tract 4

BEING a tract of land out of the H. Robertson Survey, Abstract No. 1259, located in the City of Fort Worth, Tarrant County, Texas, and being a part of that 221.457 acre tract of land described in deed to MDC-The Trails Limited Partnership, recorded in Document

No. D205076774, Tarrant County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod found at the southeast corner of Lot 13, Block BB, Trails at Fossil Ridge, Phase 1, an addition to the City of Fort Worth as recorded in Cabinet A, Slide 10235, Tarrant County Plat records;

THENCE along the east line of said Phase 1 as follows:

North 00 degrees 04 minutes 33 seconds East, 100.00 feet to a one-half inch iron rod found for corner;

South 89 degrees 55 minutes 27 seconds East, 11.51 feet to a one-half inch iron rod found for corner;

North 00 degrees 04 minutes 33 seconds East, 50.00 feet to a one-half inch iron rod found for corner;

North 44 degrees 55 minutes 27 seconds West, 14.14 feet to a one-half inch iron rod found for corner;

North 00 degrees 04 minutes 33 seconds East, 90.00 feet to a one-half inch iron rod found for corner, said point being in the east line of said 221.457 acre tract of land, said point also being the southwest corner Drill Site #2, as recorded in Document No.D205076774, Tarrant County deed Records;

THENCE along the east line of said 221.457 acre tract of land as follows:

South 89 degrees 55 minutes 27 seconds East, 386.80 feet to a one-half inch iron rod found for the southeast corner of said Drill Site #2;

South 01 degrees 25 minutes 40 seconds West, 2239.18 feet to a one-half inch iron rod found for the northeast corner of Drill Site #3 as recorded in said Document No. D205076774, Tarrant County deed Records;

South 89 degrees 14 minutes 30 seconds West, 400.29 feet to a one-half inch iron rod found for the northwest corner of said Drill Site #3;

South 00 degrees 04 minutes 33 seconds West 273.51 feet along the west line of said Drill Site #3 to a one-half inch iron rod found for corner;

THENCE North 34 degrees 46 minutes 36 seconds West, 191.47 feet to a one-half inch iron rod found for corner;

THENCE Northwesterly, 109.09 feet along a non-tangent curve to the right having a central angle of 125 degrees 00 minutes 35 seconds, a radius of 50.00 feet, a tangent of 96.07 feet, whose chord bears North 30 degrees 53 minutes 04 seconds West, 88.71 feet to a one-half inch iron rod found for corner;

THENCE North 35 degrees 36 minutes 36 seconds West, 112.77 feet to a one-half inch iron rod found for corner;

THENCE North 54 degrees 23 minutes 24 seconds East, 260.00 feet to a one-half inch iron rod found for corner;

THENCE Northwesterly, 139.15 feet along a non-tangent curve to the right having a central angle of 24 degrees 31 minutes 53 seconds, a radius of 325.00 feet, a tangent of 70.66 feet, whose chord bears North 31 degrees 33 minutes 40 seconds West, 138.09 feet to a one-half inch iron rod found for corner;

THENCE North 19 degrees 17 minutes 43 seconds West, 23.19 feet to a one-half inch iron rod found for corner;

THENCE South 54 degrees 23 minutes 24 seconds West, 104.20 feet to a one-half inch iron rod found for corner;

THENCE North 19 degrees 17 minutes 43 seconds West, 378.63 feet to a one-half inch iron rod found for corner;

THENCE North 70 degrees 42 minutes 17 seconds East, 100.00 feet to a one-half inch iron rod found for corner;

THENCE North 19 degrees 17 minutes 43 seconds West, 877.83 feet to a one-half inch iron rod found for corner in the southeast line of said Phase 1;

THENCE along the southeast line of said Phase 1 as follows:

Northwesterly, 32.18 feet along a non-tangent curve to the right having a central angle of 36 degrees 52 minutes 12 seconds, a radius of 50.00 feet, a tangent of 16.67 feet, whose chord bears North 37 degrees 43 minutes 49 seconds West, 31.62 feet to a one-half inch iron rod found for corner;

North 19 degrees 17 minutes 43 seconds West, 280.00 feet to a one-half inch iron rod found for corner;
Northwesterly, 32.18 feet along a tangent curve to the right having a central angle of 36 degrees 52 minutes 12 seconds, a radius of 50.00 feet, a tangent of 16.67 feet, whose chord bears North 00 degrees 51 minutes 37 seconds West, 31.62 feet to a one-half inch

iron rod found for corner;

North 19 degrees 17 minutes 43 seconds West, 170.00 feet to a one-half inch iron rod found for corner;

North 70 degrees 42 minutes 17 seconds East, 50.00 feet to a one-half inch iron rod found for corner;

South 19 degrees 17 minutes 43 seconds East, 90.00 feet to a one-half inch iron rod found for corner;

North 70 degrees 42 minutes 17 seconds East, 6.69 feet to a one-half inch iron rod found for corner;

Northeasterly, 473.33 feet along a curve to the right having a central angle of 19 degrees 22 minutes 16 seconds, a radius of 1,400.00 feet, a tangent of 238.94 feet, whose chord bears North 80 degrees 23 minutes 25 seconds East, 471.07 feet to a one-half inch

iron rod found for corner;

South 89 degrees 55 minutes 27 seconds East, 183.05 feet to the POINT OF BEGINNING and containing 1,655,937 square feet or 38.015 acres of land.

EXHIBIT "B"

ANCILLARY DOCUMENTS

Deed of Covenant;

Special Warranty Deed (Purchase);

Escrow Agreement;

Special Warranty Deed (Sale);

Revocable Trust Agreement (Sales Trust)

See Attached

THIS IS EXHIBIT “H”
referred to in the Affidavit of Allan Lind
sworn on December 13, 2024

Commissioner for Taking Affidavits (or as may be)

FEE \$71.77 UPDATE	TAX CERTIFICATE DATA TRACE 2229 AVE J, SUITE 101 ARLINGTON, TX 76006 817-261-8190 FAX 817-695-4121	REMIT CERT FEE TO: DATATRACE P.O. BOX 731206 DALLAS, TX 75373-1206
CUST: ALLEGIANCE TITLE CO	BRANCH: 9617	
ORDER: 1332514ALFM	CLOSER: ORDER TYPE: T-3 SUBTYPE: R	DATE: 08/28/2013

CAD ACCOUNT NUMBER SUMMARY	
40909271	40909298 41610512

SUMMARY OF ALL ACCOUNT(S)			
SUMMARY OF CURRENT YEAR		SUMMARY OF ALL TAXES DUE	
TAX YEAR	BASE TAX	DUE 08/13	DUE 09/13
TARRANT COUNTY	2012 1,965.24	0.00	0.00
CITY OF FORT WORTH	2012 6,364.68	0.00	0.00
ISD - NORTHWEST COLLECTED	2012 10,235.59	0.00	0.00
TARRANT REGIONAL WATER DI	2012 148.88	0.00	0.00
TARRANT COUNTY HOSPITAL D	2012 1,696.48	0.00	0.00
TARRANT COUNTY COLLEGE DI	2012 1,108.95	0.00	0.00
TOTAL TAX	21,519.82	0.00	0.00

***** COMMENTS ***** CAUTION ***** READ BEFORE CLOSING *****
COMMENT - REVISED CERTIFICATE PER M&B RECEIVED 8/28/13
TARRANT COUNTY - THE COUNTY REQUESTS THAT YOU SEND ONE (1) CHECK FOR ALL ENTITIES THEY COLLECT
TARRANT REGIONAL WATER - TARRANT WATER DISTRICT WAS ASSESSING TAXES UNTIL DIS
1984-DISBANDED THEN REINSTATED IN 1996NO NOTICE TO PURCHASER REQUIRED FOR THIS ENTITY

CAD# 40909271	220 224 225 326 911 099
DESC ROBERTSON, HENRY SURVEY A1259 TR 1B01 A1259 1B01 ACRES 8.980	AL5/AL2
ACREAGE 8.980	
SITUS W BONDS RANCH RD 326	DEED D203444504
MAIL 414 BRYN MDWS SOUTHLAKE TX 76092-9405	
ASSESSED OWNER(S)	
MDC-THE TRAILS LTD PTRNSHP	2013 ASSESSED VALUES
	LAND 126,761
	IMPROVEMENT 0
	TOTAL VALUE 126,761
ASSESSED AS LAND ONLY	

PAGE 2 OF 7

TAX CERTIFICATE		REMIT CERT FEE TO:	
DATA TRACE		DATA TRACE	
2229 AVE J, SUITE 101		P.O. BOX 731206	
ARLINGTON, TX 76006		DALLAS, TX 75373-1206	
817-261-8190 FAX 817-695-4121			
CUST: ALLEGIANCE TITLE CO		BRANCH: 9617	
ORDER: 1332514ALFM	CLOSER:	ORDER TYPE: T-3	SUBTYPE: R
		DATE: 08/28/2013	

TAX ENTITY INFORMATION			
TARRANT COUNTY		PAYMENTS AS OF	08/19/2013
100 E WEATHERFORD FT WORTH TX 76196		12 TAX RATE	0.2640000
PHONE 817-884-1100		W/O EXEMPT	334.65
EXEMPTIONS NONE			
YR	BASE TAX	BASE DUE	DUE 08/13
12	334.65	0.00	*** PAID ***
SUBTOTAL	334.65	0.00	0.00
CITY OF FORT WORTH		PAYMENTS AS OF	08/19/2013
COLLECTED BY TARRANT CO		12 TAX RATE	0.8550000
PHONE 817-884-1100		W/O EXEMPT	1,083.81
EXEMPTIONS NONE			
YR	BASE TAX	BASE DUE	DUE 08/13
12	1,083.81	0.00	*** PAID ***
SUBTOTAL	1,083.81	0.00	0.00
ISD - NORTHWEST COLLECTED BY DENTON CO		PAYMENTS AS OF	08/19/2013
P O BOX 90223 DENTON TX 76202		12 TAX RATE	1.3750000
PHONE 972-434-8835		W/O EXEMPT	1,742.96
EXEMPTIONS NONE			
YR	BASE TAX	BASE DUE	DUE 08/13
12	1,742.96	0.00	*** PAID ***
SUBTOTAL	1,742.96	0.00	0.00
TARRANT REGIONAL WATER DISTRICT		PAYMENTS AS OF	08/19/2013
COLLECTED BY TARRANT CO		12 TAX RATE	0.0200000
PHONE 817-884-1100		W/O EXEMPT	25.35
EXEMPTIONS NONE			
YR	BASE TAX	BASE DUE	DUE 08/13
12	25.35	0.00	*** PAID ***
SUBTOTAL	25.35	0.00	0.00
TARRANT COUNTY HOSPITAL DISTRICT		PAYMENTS AS OF	08/19/2013
COLLECTED BY TARRANT CO		12 TAX RATE	0.2278970
PHONE 817-884-1100		W/O EXEMPT	288.88
EXEMPTIONS NONE			
YR	BASE TAX	BASE DUE	DUE 08/13
12	288.88	0.00	*** PAID ***
SUBTOTAL	288.88	0.00	0.00
TARRANT COUNTY COLLEGE DISTRICT		PAYMENTS AS OF	08/19/2013
COLLECTED BY TARRANT CO		12 TAX RATE	0.1489700
PHONE 817-884-1100		W/O EXEMPT	188.84
EXEMPTIONS NONE			
YR	BASE TAX	BASE DUE	DUE 08/13
12	188.84	0.00	*** PAID ***
SUBTOTAL	188.84	0.00	0.00

TAX CERTIFICATE		REMIT CERT FEE TO:	
DATA TRACE		DATATRACE	
2229 AVE J, SUITE 101		P.O. BOX 731206	
ARLINGTON, TX 76006		DALLAS, TX 75373-1206	
817-261-8190 FAX 817-695-4121			
CUST: ALLEGIANCE TITLE CO		BRANCH: 9617	
ORDER:	CLOSER:	ORDER TYPE: T-3	SUBTYPE: R
1332514ALFM			DATE: 08/28/2013

SUMMARY OF ACCOUNT 40909271				
TAX YEAR	BASE TAX	DUE 08/13	DUE 09/13	
2012	334.65	0.00	0.00	
2012	1,083.81	0.00	0.00	
2012	1,742.96	0.00	0.00	
2012	25.35	0.00	0.00	
2012	288.88	0.00	0.00	
2012	188.84	0.00	0.00	
TOTAL TAX	3,664.49	0.00	0.00	

CAD#	40909298	220 224 225 326 911 099
DESC	ROBERTSON, HENRY SURVEY A1259 TR 1B02 A1259 1B02 ACRES 44.310	AL51AL2
ACREAGE	44.310	
SITUS	W BONDS RANCH RD 326	DEED D203444504
MAIL	414 BRYN MDWS SOUTHLAKE TX 76092-9405	
ASSESSED OWNER(S)		
MDC-THE TRAILS LTD PTRNSHP		
		2013 ASSESSED VALUES
		LAND 617,646
		IMPROVEMENT 0
		TOTAL VALUE 617,646
ASSESSED AS LAND ONLY		

TAX ENTITY INFORMATION				
TARRANT COUNTY	PAYMENTS AS OF		08/19/2013	
100 E WEATHERFORD FT WORTH TX 76196	12 TAX RATE	0.2640000		
PHONE 817-884-1100	W/O EXEMPT	1,630.59		
EXEMPTIONS NONE	YR	BASE TAX	BASE DUE	DUE 08/13 DUE 09/13
	12	1,630.59	0.00	*** PAID ***
	SUBTOTAL	1,630.59	0.00	0.00

CITY OF FORT WORTH				
COLLECTED BY TARRANT CO	PAYMENTS AS OF		08/19/2013	
PHONE 817-884-1100	12 TAX RATE	0.8550000		
EXEMPTIONS NONE	YR	BASE TAX	BASE DUE	DUE 08/13 DUE 09/13
	12	5,280.87	0.00	*** PAID ***
	SUBTOTAL	5,280.87	0.00	0.00

ISD - NORTHWEST COLLECTED BY DENTON CO				
P O BOX 90223 DENTON TX 76202	PAYMENTS AS OF		08/19/2013	
PHONE 972-434-8835	12 TAX RATE	1.3750000		
EXEMPTIONS NONE	YR	BASE TAX	BASE DUE	DUE 08/13 DUE 09/13
AC# 0040909298TAR	12	8,492.63	0.00	*** PAID ***
	SUBTOTAL	8,492.63	0.00	0.00

TAX CERTIFICATE		REMIT CERT FEE TO:	
DATA TRACE		DATATRACE	
2229 AVE J, SUITE 101		P.O. BOX 731206	
ARLINGTON, TX 76006		DALLAS, TX 75373-1206	
817-261-8190 FAX 817-695-4121			
CUST: ALLEGIANCE TITLE CO		BRANCH: 9617	
ORDER: 1332514ALFM	CLOSER:	ORDER TYPE: T-3	SUBTYPE: R
		DATE: 08/28/2013	

TARRANT REGIONAL WATER DISTRICT		PAYMENTS AS OF		08/19/2013	
COLLECTED BY TARRANT CO		12 TAX RATE		0.0200000	
PHONE 817-884-1100		W/O EXEMPT		123.53	

EXEMPTIONS NONE		YR	BASE TAX	BASE DUE	DUE 08/13	DUE 09/13
		12	123.53	0.00		*** PAID ***
SUBTOTAL			123.53	0.00	0.00	0.00

TARRANT COUNTY HOSPITAL DISTRICT		PAYMENTS AS OF		08/19/2013	
COLLECTED BY TARRANT CO		12 TAX RATE		0.2278970	
PHONE 817-884-1100		W/O EXEMPT		1,407.60	

EXEMPTIONS NONE		YR	BASE TAX	BASE DUE	DUE 08/13	DUE 09/13
		12	1,407.60	0.00		*** PAID ***
SUBTOTAL			1,407.60	0.00	0.00	0.00

TARRANT COUNTY COLLEGE DISTRICT		PAYMENTS AS OF		08/19/2013	
COLLECTED BY TARRANT CO		12 TAX RATE		0.1489700	
PHONE 817-884-1100		W/O EXEMPT		920.11	

EXEMPTIONS NONE		YR	BASE TAX	BASE DUE	DUE 08/13	DUE 09/13
		12	920.11	0.00		*** PAID ***
SUBTOTAL			920.11	0.00	0.00	0.00

SUMMARY OF ACCOUNT 40909298			
TAX YEAR	BASE TAX	DUE 08/13	DUE 09/13
TARRANT COUNTY	2012	1,630.59	0.00
CITY OF FORT WORTH	2012	5,280.87	0.00
ISD - NORTHWEST COLLECTED	2012	8,492.63	0.00
TARRANT REGIONAL WATER DI	2012	123.53	0.00
TARRANT COUNTY HOSPITAL D	2012	1,407.60	0.00
TARRANT COUNTY COLLEGE DI	2012	920.11	0.00
TOTAL TAX		17,855.33	0.00

CAD#	41610512	220 224 225 326 911 099	AL5/AL2
DESC	ROBERTSON, HENRY SURVEY A1259 TR 1B04 A1259 1B04 ACRES 38.108		
ACREAGE	38.108		
SITUS	W BONDS RANCH RD 326	DEED	D2034444504
MAIL	414 BRYN MDWS SOUTHLAKE TX 76092-9405		
ASSESSED OWNER(S)	MDC-THE TRAILS LTD PTRNSHP		
		2013 ASSESSED VALUES	
		LAND	265,575
		IMPROVEMENT	0
ASSESSED AS LAND ONLY		TOTAL VALUE	265,575

PAGE 5 OF 7

TAX CERTIFICATE		REMIT CERT FEE TO:	
DATA TRACE		DATATRACE	
2229 AVE J, SUITE 101		P.O. BOX 731206	
ARLINGTON, TX 76006		DALLAS, TX 75373-1206	
817-261-8190 FAX 817-695-4121			
CUST: ALLEGIANCE TITLE CO		BRANCH: 9617	
ORDER: 1332514ALFM	CLOSER:	ORDER TYPE: T-3	SUBTYPE: R
		DATE: 08/28/2013	

TAX ENTITY INFORMATION

TARRANT COUNTY	PAYMENTS AS OF	08/19/2013
100 E WEATHERFORD FT WORTH TX 76196	12 TAX RATE	0.2640000
PHONE 817-884-1100	W/O EXEMPT	701.12

*** DATA FOR THIS JURISDICTION IS UNAVAILABLE ***

*** MANUAL RESEARCH REQUIRED ***

TARRANT COUNTY HOSPITAL DISTRICT	PAYMENTS AS OF	08/19/2013
COLLECTED BY TARRANT CO	12 TAX RATE	0.2278970
PHONE 817-884-1100	W/O EXEMPT	605.24

*** DATA FOR THIS JURISDICTION IS UNAVAILABLE ***

*** MANUAL RESEARCH REQUIRED ***

TARRANT COUNTY COLLEGE DISTRICT	PAYMENTS AS OF	08/19/2013
COLLECTED BY TARRANT CO	12 TAX RATE	0.1489700
PHONE 817-884-1100	W/O EXEMPT	395.63

*** DATA FOR THIS JURISDICTION IS UNAVAILABLE ***

*** MANUAL RESEARCH REQUIRED ***

CITY OF FORT WORTH	PAYMENTS AS OF	08/19/2013
COLLECTED BY TARRANT CO	12 TAX RATE	0.8550000
PHONE 817-884-1100	W/O EXEMPT	2,270.67

*** DATA FOR THIS JURISDICTION IS UNAVAILABLE ***

*** MANUAL RESEARCH REQUIRED ***

ISD - NORTHWEST COLLECTED BY DENTON CO	PAYMENTS AS OF	08/19/2013
P O BOX 90223 DENTON TX 76202	12 TAX RATE	1.3750000
PHONE 972-434-8835	W/O EXEMPT	3,651.66

116-77-44

CERTIFICATE		REMIT CERT FEE TO:	
DATA TRACE		DATATRACE	
2229 AVE J, SUITE 101		P.O. BOX 731206	
ARLINGTON, TX 76006		DALLAS, TX 75373-1206	
817-261-8190 FAX 817-695-4121			
CUST: ALLEGIANCE TITLE CO	BRANCH: 9617		
ORDER: 1332514ALFM	CLOSER:	ORDER TYPE: T-3	SUBTYPE: R
		DATE: 08/28/2013	

*** DATA FOR THIS JURISDICTION IS UNAVAILABLE ***
*** MANUAL RESEARCH REQUIRED ***

TARRANT REGIONAL WATER DISTRICT	PAYMENTS AS OF	08/19/2013
COLLECTED BY TARRANT CO	12 TAX RATE	0.0200000
PHONE 817-884-1100	W/O EXEMPT	53.12

*** DATA FOR THIS JURISDICTION IS UNAVAILABLE ***
*** MANUAL RESEARCH REQUIRED ***

CROSS-REFERENCED CAD NUMBERS

ADDITIONAL TAXES MAY APPLY TO CAD# NEWSUB77

*ACCT NEW FOR 2013 - TAX AMOUNT(S) UNAVAILABLE FOR
*ONE OR MORE ENTITIES - PARENT ACCT(S) PAID IN FULL

SUMMARY OF ACCOUNT 41610512			
	TAX YEAR	BASE TAX	DUE 08/13
TARRANT COUNTY	2012	0.00	0.00
TARRANT COUNTY HOSPITAL D	2012	0.00	0.00
TARRANT COUNTY COLLEGE DI	2012	0.00	0.00
CITY OF FORT WORTH	2012	0.00	0.00
ISD - NORTHWEST COLLECTED	2012	0.00	0.00
TARRANT REGIONAL WATER DI	2012	0.00	0.00
TOTAL TAX		0.00	0.00

TAX CERTIFICATE		REMIT CERT FEE TO:	
DATA TRACE		DATATRACE	
2229 AVE J, SUITE 101		P.O. BOX 731206	
ARLINGTON, TX 76006		DALLAS, TX 75373-1206	
817-261-8190 FAX 817-695-4121			
CUST: ALLEGIANCE TITLE CO		BRANCH: 9617	
ORDER: 1332514ALFM	CLOSER:	ORDER TYPE: T-3	SUBTYPE: R
		DATE: 08/28/2013	

CONDITIONS, DISCLAIMERS AND EXCLUSIONS

This Tax Certificate/Tax Order Report does not constitute a report on or certification of: (1) mineral (productive and/or non-productive) taxes or leases; (2) personal property taxes; or (3) other non ad valorem taxes (such as paving liens, stand-by charges or maintenance assessments).

Data Trace Information Services LLC ("Data Trace") may have warranted the accuracy of this Tax Certificate/Tax Order Report to its customer (the "Data Trace Customer") pursuant to the terms and conditions of a written tax service agreement between Data Trace and said Data Trace Customer (the "Tax Service Agreement"). Any such warranty (hereinafter, "Data Trace Customer Warranty") does not: (a) extend to a third party bearer of this Tax Certificate/Tax Order Report; (b) cover any changes made to the records of the taxing authority after the "payments as of," "paid," or "payment" dates delineated above; and (c) cover any invalid tax information shown on the records of the taxing authority or resulting from an error by the Data Trace Customer (including, without limitation, submission of incorrect property information by said Data Trace Customer). DATA TRACE MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THIS TAX CERTIFICATE/TAX ORDER REPORT OTHER THAN (WHERE APPLICABLE) THE DATA TRACE CUSTOMER WARRANTY. Any and all claims under a Data Trace Customer Warranty must be submitted to Data Trace by the corresponding Data Trace Customer and are subject to the terms and conditions set forth in the pertinent Tax Service Agreement (including, without limitation, the filing deadlines applicable to such claims). In some jurisdictions Data Trace's validation of a Tax Certificate/Tax Order Report is required to activate a Data Trace Customer Warranty.

PRINTED BY AL5/AL2

**INFORMATION STATEMENT: FEES OF ATTORNEYS TO BE PAID BY SELLER AND/OR
PURCHASER/BORROW**

Re: Allegiance Title Company GF: 1332514

The undersigned do hereby employ Dawn Enoch Moore, P.C., for the limited purpose of preparing the Deed, Deed of Trust, Promissory Note, certain Affidavits required by Allegiance Title Company, as applicable, and/or other documents necessary and appropriate in the closing of the sale, exchange, purchase, and/or loan of, or on, the real property described in the above reference guaranty file (the "Transaction").

The undersigned understand and agree that the documents prepared by Dawn Enoch Moore, P.C., were prepared in accordance with the instructions of the lender, if any, and the parties to this transaction, including the requirements of Allegiance Title Company. No representations have been made by Dawn Enoch Moore, P.C., as to the legal effects or tax consequences of these documents or of the Transaction. No representations have been made as to whether the Transaction to which these documents relate complies with the usury laws or of any other laws of the United States or any state having jurisdiction over this Transaction.

It is understood and agreed by the undersigned that Dawn Enoch Moore, P.C., are not employed for legal representation generally, or for any purpose in connection with the Transaction except that Dawn Enoch Moore, P.C., have acted as counsel to Allegiance Title Company, and its title insurance underwriter. The undersigned further acknowledges that they are aware that they are free to retain their own counsel to advise them regarding the loan or purchase/sale/exchange of the real property or to review and render advice concerning any of the documents or instruments being executed in connection with the Transaction.

The undersigned acknowledged that they have read, understood, and hereby approve the documents as prepared, and that without such acknowledgment and approval, Dawn Enoch Moore, P.C., would not release the documents for use in the Transaction.

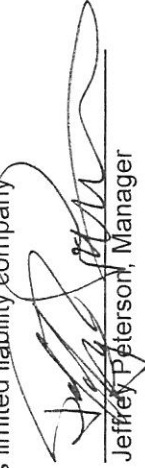
The undersigned hereby agrees that no attorney/client privilege or relationship exists between them and Dawn Enoch Moore, P.C., beyond the preparation of the above-described documents.

The undersigned acknowledge that Dawn Enoch Moore, P.C. has not provided any legal advice to the parties regarding suitability to the parties intentions or the preparation of the documents and that it has been suggested the parties seek legal counsel.

Further, the undersigned acknowledge that Dawn Enoch Moore, P.C. has not reviewed the real property records or ad valorem records as to defects or encumbrances to title.

FOSSIL CREEK A2A DEVELOPMENTS, LLC,
a Texas limited liability company

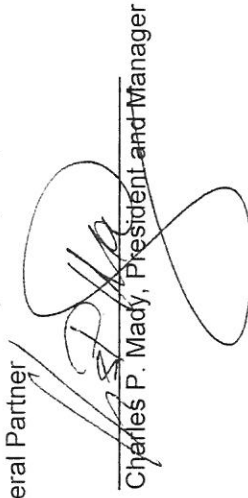
By:


Jeffrey Peterson, Manager

MDC-THE TRAILS LIMITED PARTNERSHIP,
a Texas limited partnership

By: MDC-The Trails Developments, LLC,
Its General Partner

By:


Charles P. Mady, President and Manager

CONTACT INFORMATION

GF #: 1332514-ALFM

Buyer: Fossil Creek A2A Developments, LLC

Forwarding Address: ☐ Use Property Address ☒ Use Other Address

548 Silicon Drive #100

Southlake, TX 76092


Telephone Nos. Work 817-251-8488 Cell

We will e-mail your final title policy if you prefer to receive it electronically.

Initial to accept e-mail delivery _____ and provide your e-mail address.

Email:

X

 X

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Deed

Date: August 30, 2013

Grantor: MDC-The Trails Limited Partnership, a Texas limited partnership

Grantor's Mailing Address: 414 Bryn Meadows, Southlake, Texas 76092

Grantee: Fossil Creek A2A Developments, LLC, a Texas limited liability company

Grantee's Mailing Address: 4325 Windsor Centre Trail, Suite 600, Flower Mound, Texas 75028

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

See Exhibit "A" attached hereto and made a part hereof.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Liens described as part of the Consideration and taxes for 2013 and subsequent years, which Grantee assumes and agrees to pay, and, to the extent they validly exist, the exceptions set forth in Exhibit "B" attached hereto and made a part hereof (the "Permitted Exceptions").

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

MDC-THE TRAILS LIMITED PARTNERSHIP,
a Texas limited partnership

By: MDC-The Trails Developments, LLC,
a Texas limited liability company,
Its General Partner

By: 
Charles P. Mady, President and Manager

STATE OF TEXAS

COUNTY OF DENTON

This instrument was signed or acknowledged before me on August 30, 2013 by Charles P. Mady, President and Manager, of MDC-The Trails Developments, LLC, a Texas limited liability company, General Partner of MDC-The Trails Limited Partnership, a Texas limited partnership, on behalf of said entity.




Notary Public, State of Texas

Prepared by:
Dawn Enoch Moore, P.C.
8111 Preston Road, #300
Dallas, Texas 75225
214/635-3700

After recording return to:
Fossil Creek A2A Developments, LLC
4325 Windsor Centre Trail, Suite 600
Flower Mound, TX 75028

EXHIBIT “A”

PROPERTY

TRACT 1:

BEING a tract of land out of the H. Robertson Survey, Abstract No. 1259, located in the City of Fort Worth, Tarrant County, Texas, and being a part of that 221.457 acre tract of land described in deed to MDC-The Trails Limited Partnership, recorded in Document No. D205076774, Tarrant County Deed Records, and being further described as follows:

BEGINNING at a 1/2 inch iron rod found in the north line of said 221.457 acre tract of line, said point being located at the intersection of the south line of W. Bonds Ranch Road (a 120 foot right-of-way) with the west line of Fossil Springs Drive (a variable width right-of-way);

THENCE along the west line of said Fossil Springs Drive as follows:

South 00 degrees 10 minutes 00 seconds East, 160.00 feet to a one-half inch iron rod found for corner;

South 08 degrees 07 minutes 54 seconds East, 101.03 feet to a one-half inch iron rod found for corner;

South 00 degrees 10 minutes 00 seconds East, 90.00 feet to a one-half inch iron rod found for corner;

South 44 degrees 57 minutes 17 seconds West, 14.11 feet to a one-half inch iron rod found for corner;

South 00 degrees 10 minutes 00 seconds East, 50.00 feet to a one-half inch iron rod found for corner;

South 45 degrees 02 minutes 43 seconds East, 14.17 feet to a one-half inch iron rod found for corner;

South 00 degrees 10 minutes 00 seconds East, 90.00 feet to a one-half inch iron rod found for the northeast corner of Lot 22, Block C, Trails of Fossil Creek, Phase I, an addition to the City of Fort Worth as recorded in Cabinet A, Page 10235, Tarrant County Plat Records;

THENCE along the north line of said Block C as follows:

North 89 degrees 55 minutes 27 seconds West, 660.51 feet to a one-half inch iron rod set in the west line of Pumice Drive (a 50 foot right-of-way)

South 00 degrees 10 minutes 00 seconds East, 2.29 feet to a one-half inch iron rod found for the northeast corner of Trails of Fossil Creek, Block B, Lot 33, an addition to the City of Fort Worth as recorded in Document No. D211218689, Tarrant County Plat Records, said point being located in the west line of said Pumice Drive;

THENCE South 89 degrees 50 minutes 00 seconds West, 100.00 feet to a one-half inch iron rod found for the northwest corner of said Trails of Fossil Creek, Block B, Lot 33, said point being located in the west line of said 221.457 acre tract of land, said point also being located in the east

line of Fossil Hill Estates, an addition to the City of Fort Worth as recorded in Cabinet A, Page 6756, Tarrant County Plat Records;

THENCE North 00 degrees 10 minutes 00 seconds West, 512.72 to a one-half inch iron rod found for the northwest corner of said 221.457 acre tract of land, said point being the northeast corner of said Fossil Hill Estates, said point also being located in the south line of said W. Bonds Ranch Road;

THENCE South 89 degrees 55 minutes 27 seconds East, 746.51 feet along the north line of said 221.457 acre tract of land and along the south line of said W. Bonds Ranch Road to the POINT OF BEGINNING and containing 384,572 square feet or 8.829 acres of land.

TRACT 2:

BEING a tract of land out of the H. Robertson Survey, Abstract No. 1259, located in the City of Fort Worth, Tarrant County, Texas, and being a part of that 221.457 acre tract of land described in deed to MDC-The Trails Limited Partnership, recorded in Document No. D205076774, Tarrant County Deed Records, and being further described as follows:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of Lot 21, Block FF of Trails of Fossil Creek, Phase 1, an addition to the city of Fort Worth as recorded in Cabinet A. Page 10235, Tarrant County Plat Records, said point being located in the east line of Fossil Springs Drive (a variable width right-of-way);

THENCE along the east line of said Fossil Springs Drive as follows:

Northeasterly, 91.39 feet along a curve to the left having a central angle of 10 degrees 41 minutes 09 seconds, a radius of 490.00 feet, a tangent of 45.83 feet, whose chord bears North 12 degrees 47 minutes 09 seconds East, 91.25 feet to a one-half inch iron rod found for corner;

North 50 degrees 06 minutes 13 seconds East, 14.57 feet to a one-half inch iron rod found for corner;

North 03 degrees 20 minutes 57 seconds East, 50.00 feet to a one-half inch iron rod found for corner;

North 43 degrees 20 minutes 03 seconds West, 14.55 feet to a one-half inch iron rod found for corner;

North 00 degrees 10 minutes 00 seconds West, 185.00 feet to a one-half inch iron rod found for corner;

North 44 degrees 57 minutes 17 seconds East, 14.11 feet to a one-half inch iron rod found for corner;

North 00 degrees 10 minutes 00 seconds West, 50.00 feet to a one-half inch iron rod found for corner;

North 45 degrees 02 minutes 43 seconds West, 14.17 feet to a one-half inch iron rod found for corner;

North 00 degrees 10 minutes 00 seconds West, 185.00 feet to a one-half inch iron rod found for corner;

North 44 degrees 57 minutes 17 seconds East, 14.11 feet to a one-half inch iron rod found for corner;
North 00 degrees 10 minutes 00 seconds West, 50.00 feet to a one-half inch iron rod found for corner;
North 45 degrees 02 minutes 43 seconds West, 14.17 feet to a one-half inch iron rod found for corner;
North 00 degrees 10 minutes 00 seconds West, 31.81 feet to a one-half inch iron rod found for corner;
Northeasterly, 111.20 feet along a curve to the right having a central angle of 08 degrees 50 minutes 57 seconds, a radius of 720.00 feet, a tangent of 55.71 feet, whose chord bears North 04 degrees 15 minutes 28 seconds East, 111.09 feet to a one-half inch iron rod found for corner;
North 08 degrees 40 minutes 57 seconds East, 37.93 feet to a one-half inch iron rod found for corner;
North 49 degrees 22 minutes 45 seconds East, 15.16 feet to a one-half inch iron rod found for corner;
South 89 degrees 55 minutes 27 seconds East, 9.63 feet to a one-half inch iron rod found for corner;
North 00 degrees 04 minutes 33 seconds East, 50.00 feet to a one-half inch iron rod found for corner;
North 89 degrees 55 minutes 27 seconds West, 2.06 feet to a one-half inch iron rod found for corner;
North 40 degrees 37 minutes 15 seconds West, 13.04 feet to a one-half inch iron rod found for corner;
North 08 degrees 40 minutes 57 seconds East, 91.14 feet to a one-half inch iron rod found for corner;

THENCE South 89 degrees 55 minutes 27 seconds East, 804.71 feet to a one-half inch iron rod found for corner in the east line of said 221.457 acre tract of land, said point being the northwest corner of Drill Site #1, as recorded in Document No. D205076774, Tarrant County deed Records;

THENCE with the east line of said 221.457 acre tract of land as follows:

South 00 degrees 04 minutes 33 seconds West, 500.00 feet to a one-half inch iron rod found for the southwest corner of said Drill Site #1;
South 89 degrees 55 minutes 27 seconds East, 384.32 feet to a one-half inch iron rod found for the southeast corner of said Drill Site #1;
South 01 degrees 25 minutes 40 seconds West, 534.73 feet to a one-half inch iron rod found for the northeast corner of Lot 15, Block GG of said Trails of Fossil Creek, Phase I;

THENCE North 88 degrees 34 minutes 20 seconds West, 120.00 feet to a one-half inch iron rod found for the northwest corner of said Lot 15, said point being located in the east line of Talus Drive (a 50 foot right-of-way);

THENCE North 01 degrees 25 minutes 40 seconds East, 31.76 feet with the east line of said Talus Drive to a one-half inch iron rod found for corner;

THENCE North 89 degrees 55 minutes 49 seconds West, 506.79 feet to a one-half inch iron rod found for corner in the north line of Block FF of said Trails of Fossil Creek, Phase 1;

THENCE along the north line of said Block FF as follows:

South 87 degrees 54 minutes 28 seconds West, 408.06 feet to a one-half inch iron rod found for corner;

North 89 degrees 39 minutes 03 seconds West, 202.76 feet to the POINT OF BEGINNING and containing 1,033,620 square feet or 23.729 acres of land.

TRACT 3:

BEING a tract of land out of the H. Robertson Survey, Abstract No. 1259, located in the City of Fort Worth, Tarrant County, Texas, and being a part of that 221.457 acre tract of land described in deed to MDC-The Trails Limited Partnership, recorded in Document No. D205076774, Tarrant County Deed Records, and being further described as follows:

BEGINNING at a 1/2 inch iron rod found in the north line of said 221.457 acre tract of line, said point being the most northerly northeast corner of Trails of Fossil Creek, Phase 1, an addition to the city of Fort Worth as recorded in Cabinet A. Page 10235, Tarrant County Plat Records, said point being located at the intersection of the south line of W. Bonds Ranch Road (a 120 foot right-of-way) with the east line of Fossil Springs Drive (a variable width right-of-way);

THENCE South 89 degrees 55 minutes 27 seconds East, with the north line of said 221.457 acre tract of land and with the south line of said W. Bonds Ranch Road, 1197.90 feet to a one-half inch iron rod found for the northeast corner of said 221.457 acre tract of land;

THENCE South 01 degrees 25 minutes 40 seconds West, 760.21 feet, with the east line of said 221.457 acre tract of land to a one-half inch iron rod found for the northeast corner Drill Site #1, as recorded in Document No. D205076774, Tarrant County Deed Records;

THENCE North 89 degrees 55 minutes 27 seconds West, 1200.83 feet to a one-half inch iron rod found in the east line of said Trails of Fossil Creek, Phase 1, said point being located in the east right-of-way line of said Fossil Springs Drive;

THENCE along the east line of said Fossil Springs Drive as follows:

North 08 degrees 40 minutes 57 seconds East, 5.16 feet to a one-half inch iron rod found for corner;

Northeasterly, 85.34 feet along a curve to the left having a central angle of 06 degrees 16 minutes 07 seconds, a radius of 780.00 feet, a tangent of 42.71 feet, whose chord bears North 05 degrees 32 minutes 53 seconds East, 85.29 feet to a one-half inch iron rod found for corner; North 46 degrees 03 minutes 40 seconds East, 14.38 feet to a one-half inch iron rod found for corner;

North 00 degrees 17 minutes 50 seconds East, 50.00 feet to a one-half inch iron rod found for

corner;
North 45 degrees 02 minutes 43 seconds West, 14.17 feet to a one-half inch iron rod found for corner;
North 00 degrees 10 minutes 00 seconds West, 340.00 feet to a one-half inch iron rod found for corner;
North 07 degrees 48 minutes 27 seconds East, 100.92 feet to a point for corner in a brick column;
North 00 degrees 10 minutes 00 seconds West, 160.00 feet to the POINT OF BEGINNING and containing 909,894 square feet or 20.888 acres of land.

TRACT 4:

BEING a tract of land out of the H. Robertson Survey, Abstract No. 1259, located in the City of Fort Worth, Tarrant County, Texas, and being a part of that 221.457 acre tract of land described in deed to MDC-The Trails Limited Partnership, recorded in Document No. D205076774, Tarrant County Deed Records, and being further described as follows:

BEGINNING at a one-half inch iron rod found at the southeast corner of Lot 13, Block BB, Trails at Fossil Ridge, Phase I, an addition to the City of Fort Worth as recorded in Cabinet A, Slide 10235, Tarrant County Plat records;

THENCE along the east line of said Phase I as follows:

North 00 degrees 04 minutes 33 seconds East, 100.00 feet to a one-half inch iron rod found for corner;

South 89 degrees 55 minutes 27 seconds East, 11.51 feet to a one-half inch iron rod found for corner;

North 00 degrees 04 minutes 33 seconds East, 50.00 feet to a one-half inch iron rod found for corner;

North 44 degrees 55 minutes 27 seconds West, 14.14 feet to a one-half inch iron rod found for corner;

North 00 degrees 04 minutes 33 seconds East, 90.00 feet to a one-half inch iron rod found for corner, said point being in the east line of said 221.457 acre tract of land, said point also being the southwest corner Drill Site #2, as recorded in Document No. D205076774, Tarrant County deed Records;

THENCE along the east line of said 221.457 acre tract of land as follows:

South 89 degrees 55 minutes 27 seconds East, 386.80 feet to a one-half inch iron rod found for the southeast corner of said Drill Site #2;

South 01 degrees 25 minutes 40 seconds West, 2239.18 feet to a one-half inch iron rod found for the northeast corner of Drill Site #3 as recorded in said Document No. D205076774, Tarrant County deed Records;

South 89 degrees 14 minutes 30 seconds West, 400.29 feet to a one-half inch iron rod found for the northwest corner of said Drill Site #3;

South 00 degrees 04 minutes 33 seconds West 273.51 feet along the west line of said Drill Site #3 to a one-half inch iron rod found for corner;

THENCE North 34 degrees 46 minutes 36 seconds West, 191.47 feet to a one-half inch iron rod found for corner;

THENCE Northwesterly, 109.09 feet along a non-tangent curve to the right having a central angle of 125 degrees 00 minutes 35 seconds, a radius of 50.00 feet, a tangent of 96.07 feet, whose chord bears North 30 degrees 53 minutes 04 seconds West, 88.71 feet to a one-half inch iron rod found for corner;

THENCE North 35 degrees 36 minutes 36 seconds West, 112.77 feet to a one-half inch iron rod found for corner;

THENCE North 54 degrees 23 minutes 24 seconds East, 260.00 feet to a one-half inch iron rod found for corner;

THENCE Northwesterly, 139.15 feet along a non-tangent curve to the right having a central angle of 24 degrees 31 minutes 53 seconds, a radius of 325.00 feet, a tangent of 70.66 feet, whose chord bears North 31 degrees 33 minutes 40 seconds West, 138.09 feet to a one-half inch iron rod found for corner;

THENCE North 19 degrees 17 minutes 43 seconds West, 23.19 feet to a one-half inch iron rod found for corner;

THENCE South 54 degrees 23 minutes 24 seconds West, 104.20 feet to a one-half inch iron rod found for corner;

THENCE North 19 degrees 17 minutes 43 seconds West, 378.63 feet to a one-half inch iron rod found for corner;

THENCE North 70 degrees 42 minutes 17 seconds East, 100.00 feet to a one-half inch iron rod found for corner;

THENCE North 19 degrees 17 minutes 43 seconds West, 877.83 feet to a one-half inch iron rod found for corner in the southeast line of said Phase 1;

THENCE along the southeast line of said Phase 1 as follows:

Northwesterly, 32.18 feet along a non-tangent curve to the right having a central angle of 36 degrees 52 minutes 12 seconds, a radius of 50.00 feet, a tangent of 16.67 feet, whose chord bears North 37 degrees 43 minutes 49 seconds West, 31.62 feet to a one-half inch iron rod found for corner;

North 19 degrees 17 minutes 43 seconds West, 280.00 feet to a one-half inch iron rod found for corner;

Northwesterly, 32.18 feet along a tangent curve to the right having a central angle of 36 degrees 52 minutes 12 seconds, a radius of 50.00 feet, a tangent of 16.67 feet, whose chord bears North 00 degrees 51 minutes 37 seconds West, 31.62 feet to a one-half inch iron rod found for

corner;

North 19 degrees 17 minutes 43 seconds West, 170.00 feet to a one-half inch iron rod found for corner;

North 70 degrees 42 minutes 17 seconds East, 50.00 feet to a one-half inch iron rod found for corner;

South 19 degrees 17 minutes 43 seconds East, 90.00 feet to a one-half inch iron rod found for corner;

North 70 degrees 42 minutes 17 seconds East, 6.69 feet to a one-half inch iron rod found for corner;

Northeasterly, 473.33 feet along a curve to the right having a central angle of 19 degrees 22 minutes 16 seconds, a radius of 1,400.00 feet, a tangent of 238.94 feet, whose chord bears North 80 degrees 23 minutes 25 seconds East, 471.07 feet to a one-half inch iron rod found for corner;

South 89 degrees 55 minutes 27 seconds East, 183.05 feet to the POINT OF BEGINNING and containing 1,655,937 square feet or 38.015 acres of land.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Restrictive Covenants recorded in/under Clerk's File No. D203444504, D205221958, D206200118, D209103714, D212269393, Real Property Records, Tarrant County, Texas.
 2. Any part of subject property lying within the bounds of the gravel road that dips over the east property line of Tract 4, as shown on survey dated December, 21, 2012 by Dan B. Ramsey, RPLS No. 4172.
 3. All, leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.
 4. Covenants, conditions, restrictions, easements, assessments and liens created by instrument(s) recorded in/under Clerk's File No. D205221958, Real Property Records, Tarrant County, Texas.
-

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv Unins	6. File Number 1332514-ALEFM	7. Loan Number	8. Mortgage Ins Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.	6. <input type="checkbox"/> Seller Finance			

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing, they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower Fossil Creek A2A Developments, LLC 4325 Windsor Centre Trail Suite 600 Flower Mound, TX 75028	E. Name & Address of Seller MDC- The Trails Limited Partnership, a Texas Limited Partnership 414 Bryn Meadows Southlake, TX 76092	F. Name & Address of Lender ,
---	---	----------------------------------

G. Property Location 5111 lots on 89.8 acres out of the H. Robertson Survey, Abstract No. 1259 Fort Worth, TX	H. Settlement Agent Name Allegiance Title Company 8111 Preston Road, Suite 300 Dallas, TX 75225 Tax ID: 80-0338688 Underwritten By: Title Resources
---	---

	I. Settlement Date 8/30/2013 Fund: 8/30/2013
--	--

J. Summary of Borrower's Transaction			K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller		
101. Contract Sales Price	\$3,450,000.00	401. Contract Sales Price	\$3,450,000.00	
102. Personal Property		402. Personal Property		
103. Settlement Charges to borrower	\$381.00	403.		
104.		404.		
105.		405.		

Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance		
106. City property taxes		406. City property taxes		
107. County property taxes		407. County property taxes		
108. Assessment Taxes		408. Assessment Taxes		
109. School property taxes		409. School property taxes		
110.		410.		
111.		411.		
112.		412.		
113.		413.		
114.		414.		
115.		415.		
116.		416.		

120. Gross Amount Due From Borrower	\$3,450,381.00	420. Gross Amount Due to Seller	\$3,450,000.00
200. Amounts Paid By Or in Behalf Of Borrower			
201. Deposit or earnest money	\$50,000.00	501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	\$96,127.05
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. to	
205. Additional Earnest Money	\$50,000.00	505. to	
206. Additional Earnest Money	\$1,000,000.00	506.	
207.		507.	
208.		508.	
209.		509.	

Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City property taxes		510. City property taxes	
211. County property taxes 01/01/13 thru 08/30/13	\$19,319.51	511. County property taxes 01/01/13 thru 08/30/13	\$19,319.51
212. Assessment Taxes		512. Assessment Taxes	
213. School property taxes		513. School property taxes	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	

220. Total Paid By/For Borrower	\$1,119,319.51	520. Total Reduction Amount Due Seller	\$115,446.56
300. Cash At Settlement From/To Borrower			
301. Gross Amount due from borrower (line 120)	\$3,450,381.00	600. Cash At Settlement To/From Seller	
302. Less amounts paid by/for borrower (line 220)	\$1,119,319.51	601. Gross Amount due to seller (line 420)	\$3,450,000.00
		602. Less reductions in amt. due seller (line 520)	\$115,446.56
303. Cash From Borrower	\$2,331,061.49	603. Cash To Seller	\$3,334,553.44

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The information requested does not lend itself to confidentiality.

L. Settlement Charges						
700. Total Sales/Broker's Commission based on price		\$3,450,000.00	@ % = \$78,500.00		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:						
701. \$78,500.00	to	The Michael Group				
702.	to					
703. Commission Paid at Settlement						
704. The following parties, persons, firms or to Michael Cucco						
705. corporations have received a portion of to						
706. the real estate commission shown above. to						
800. Items Payable in Connection with Loan						
801. Loan Origination Fee	%	to				
802. Loan Discount	%	to				
803. Appraisal Fee		to				
804. Credit Report		to				
805. Lender's Inspection Fee		to				
806. Mortgage Insurance Application		to				
807. Assumption Fee		to				
808. Flood Certification Fee		to				
809. Tax Research Fee		to				
900. Items Required by Lender To Be Paid in Advance						
901. Interest from	8/30/2013	to	9/1/2013 @ \$0/day			
902. Mortgage Insurance Premium for	months	to				
903. Hazard Insurance Premium for	years	to				
1000. Reserves Deposited With Lender						
1001. Hazard insurance		months @		per month		
1002. Homeowner's insurance		months @		per month		
1003. Mortgage insurance		months @		per month		
1004. County property taxes		months @	\$2,428.24	per month		
1005. Assessment Taxes		months @		per month		
1006. School property taxes		months @		per month		
1007.		months @		per month		
1008.		months @		per month		
1011. Aggregate Adjustment						
1100. Title Charges						
1101. Settlement or closing fee		to			\$350.00	\$350.00
1102. Abstract or title search		to				
1103. Title examination		to				
1104. Title insurance binder		to				
1105. Document preparation		to				
1106. Notary fees		to				
1107. Attorney's fees		to				
(includes above items numbers:)		
1108. Title insurance		to	Allegiance Title Company			\$17,033.00
(includes above items numbers:)		
1109. Lender's coverage		\$0.00/\$0.00				
1110. Owner's coverage		\$3,450,000.00/\$17,033.00				
1111. Escrow fee		to	Allegiance Title Company			
1112. State of Texas Policy Guaranty Fee		to	Allegiance Title Company - Guaranty Fee			\$2.00
1113. Tax certificates		to	Allegiance Title Company			
1114. Courier/Messenger Fee		to	Allegiance Title Company			
1115. e-Recording Fee		to	Allegiance Title Company			
1116. Attorney Fee		to	Dawn Enoch Moore			\$85.00
1117. Tax Cert		to	Allegiance Title Company			\$71.77
1200. Government Recording and Transfer Charges						
1201. Recording Fees	Deed \$31.00 ; Mortgage ; Rel		to Allegiance Title Company		\$31.00	
1202. City/county tax/stamps	Deed ; Mortgage		to			
1203. State tax/stamps	Deed ; Mortgage		to			
1204. UCC Search			to Capital Title of Texas, LLC			\$85.28
1300. Additional Settlement Charges						
1301. Survey		to				
1302. Pest Inspection		to				
1303. Home Warranty Service Contract		to				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					\$381.00	\$96,127.05

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Fossil Creek A2A Developments, LLC

By: Jeffrey Peterson, Manager

MDC-THE TRAILS LIMITED PARTNERSHIP,
a Texas limited partnership

By: MDC-The Trails Developments LLC,
A Texas Limited liability company,
Its General Partner

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Date

FORWARDING ADDRESS:

By: Charles P. Mady, President and Manager

Fossil Creek-A2A Developments, LLC

By:  Jeffrey Peterson, Manager

MDC-THE TRAILS LIMITED PARTNERSHIP,
a Texas limited partnership

By: MDC-The Trails Developments LLC,
A Texas limited liability company,
Its General Partner

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

 Settlement Agent
8/30/13 Date

By:  Charles P. Mady, President and Manager

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

FORWARDING ADDRESS:

THIS IS EXHIBIT “I”
referred to in the Affidavit of Allan Lind
sworn on December 13, 2024

Commissioner for Taking Affidavits (or as may be)

Windridge A2A Developments, LLC
Registration: State of Texas File Number: 801589781
548 Silicon Drive Suite #100, Southlake, Texas 76092

Co-Owners Resolutions

We, the undersigned, being the managers of Windridge A2A Developments, LLC and representing the co-owners of the Company and having the right to attend the first general meeting of the co-owners held on April 8th, 2014 hereby adopt the following resolutions which were voted for at the said meeting by the co-owners proxies audited by KHA Accountants and Advisors, PC of Flower Mound, Texas.

1. Facilitators Resolutions

99.8 % of the co-owners voted **"FOR"** the motion and resolved that the appointment of Windridge A2A Developments, LLC. as the Facilitator under the Restrictive Covenant made between Windridge A2A Developments, LLC. and each of the Co-owners of The Hills of Windridge, as the same may be amended from time to time (the **"Deed"**), is hereby confirmed, such appointment to remain effective unless and until revoked by the Co-owners in accordance with the provisions of the Deed.

2. Development Plan Resolutions

99.8 % of the co-owners voted **"FOR"** the motion and resolved that the proposed development and building structures in the Property, namely: The City of Fort Worth Approval of Preliminary Plat and the City of Fort Worth Transportation and Public Works: Notice to Proceed are hereby approved.

3. Advisors Resolutions

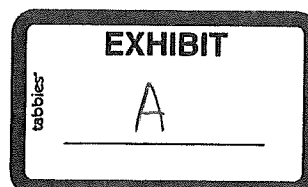
99.7 % of the co-owners voted **"FOR"** the motion and resolved that the appointment of the following professional advisers and consultants is hereby confirmed:

<u>Retained Advisors</u>	<u>Title</u>	<u>Scope of Work</u>
Weir & Associates	Engineers	Provided civil engineering, land surveying and land planning related services.
Tasker & Peterson	Legal	Provided legal services and advice relating to Planning Activities.

4. Venue Resolution

99.5 % of the co-owners voted **"FOR"** the motion and resolved that Article 7.5 of the Restrictive Covenant made between Windridge A2A Developments, LLC. and each of the Co-owners of The Hills of Windridge, as the same may be amended from time to time (each, a **"Deed"**) is hereby deleted in its entirety and replaced with the following provision:

The venue of all general meetings shall be convened at an appropriate venue to be determined by the Facilitator save and except for a meeting called by one or more Co-owners under Article 7.2 upon the failure of the Facilitator to comply with a requisition for a meeting. The Facilitator shall have the discretion of attending all general meetings via electronic means instead of in person.



5. Chartered Accountants' Resolutions

99.5 % of the co-owners voted **"FOR"** the motion and resolved that the firm of KHA Accountants and Advisors, PC (Certified Public Accountants) with an office in Flower Mound, Texas, be appointed and confirmed as the chartered accountants to prepare such financial statements for the Property and the activities carried therein, as may be required or as is necessary and such appointment to continue until such time as such firm's appointment is terminated by the Facilitator and a new firm of chartered accountants is appointed in accordance with the terms of the Deed.

6. Sales Trust & Resolution

99.6 % of the co-owners voted **"FOR"** the motion and resolved that the Co-Owners acknowledge and conform that the Facilitator has presented and proposed a plan for the development and sale of the property in phases.

BE IT FURTHER RESOLVED THAT, the Facilitator is hereby irrevocably entitled and instructed to proceed with the development plan proposal, subject to all such amendments as may generally be required to be made thereto in the discretion of the Facilitator.

BE IT FURTHER RESOLVED THAT, the Co-owners acknowledge and confirm that each and every term required for the sale of the UFI's according to the Restrictive Covenant signed by all Co-owners has been met.

BE IT FURTHER RESOLVED THAT, the Facilitator is hereby authorized to instruct the Escrow Agent to deliver each of the Special Warranty Deeds held in escrow to the Trustee of the Hills of Windridge Trust.

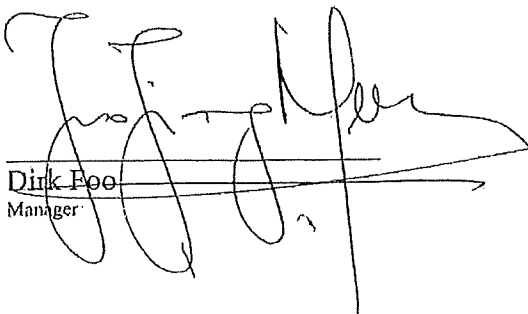
BE IT FURTHER RESOLVED THAT, upon delivery of the Special Warranty Deeds to the Trustee of the Hills of Windridge Trust, the Escrow Agent is released from and relieved of all obligations to the Co-owners.

BE IT FURTHER RESOLVED THAT, the Trustee of the Hills of Windridge Trust is authorized to accept the Special Warranty Deeds and is instructed to record each Special Warranty Deed in the official records of Tarrant County, Texas.

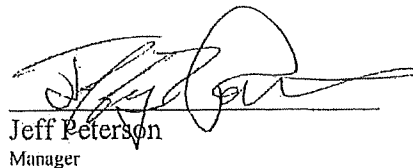
7. Development Fund Statement Resolution

99.6 % of the co-owners voted **"FOR"** the motion and resolved that the Statement of Receipts and Disbursements for the Development Fund prepared and submitted by the Facilitator for the period commencing on September 26, 2012 and ending on December 31, 2013 are hereby approved and accepted.

Members to sign



Dirk Foo
Manager



Jeff Peterson
Manager

THIS IS EXHIBIT “J”
referred to in the Affidavit of Allan Lind
sworn on December 13, 2024

Commissioner for Taking Affidavits (or as may be)

Fossil Creek A2A Developments, LLC
Registration: State of Texas File Number: 801589784
548 Silicon Drive Suite #100, Southlake, Texas 76092

Co-Owners Resolutions

We, the undersigned, being the managers of Fossil Creek A2A Developments, LLC and representing the co-owners of the Company and having the right to attend the first general meeting of the co-owners held on December 15, 2014 hereby adopt the following resolutions which were voted for at the said meeting by the co-owners proxies audited by Loh Mui Eng of Saw Meng Tee & Partners PAC.

1. Facilitators Resolutions

97.87% of the co-owners voted **"FOR"** the motion and resolved that the appointment of Fossil Creek A2A Developments, LLC. as the Facilitator under the Restrictive Covenant made between Fossil Creek A2A Developments, LLC. and each of the Co-owners of The Trails of Fossil Creek, as the same may be amended from time to time (the **"Deed"**), is hereby confirmed, such appointment to remain effective unless and until revoked by the Co-owners in accordance with the provisions of the Deed.

2. Development Plan Resolutions

97.87% of the co-owners voted **"FOR"** the motion and resolved that the proposed development plan is hereby approved.

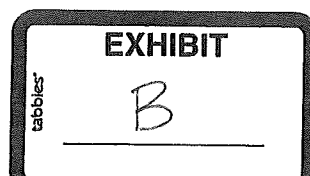
3. Advisors Resolutions

97.87% of the co-owners voted **"FOR"** the motion and resolved that the appointment of the following professional advisers and consultants is hereby confirmed:

<u>Retained Advisors</u>	<u>Title</u>	<u>Scope of Work</u>
Weir & Associates	Engineers	Provided civil engineering, land surveying and land planning related services.
Tasker & Peterson	Legal	Provided legal services and advice relating to Planning Activities.

4. Chartered Accountants' Resolutions

97.87% of the co-owners voted **"FOR"** the motion and resolved that the firm of KHA Accountants and Advisors, PC (Certified Public Accountants) with an office in Flower Mound, Texas, be appointed and confirmed as the chartered accountants to prepare such financial statements for the Property and the activities carried therein, as may be required or as is necessary and such appointment to continue until such time as such firm's



appointment is terminated by the Facilitator and a new firm of chartered accountants is appointed in accordance with the terms of the Deed.

5. Development Fund Statement Resolution

97.68% of the co-owners voted "**FOR**" the motion and resolved that the Statement of Receipts and Disbursements for the Development Fund prepared and submitted by the Facilitator for the period commencing on September 1, 2013 and ending on July 31, 2014 are hereby approved and accepted.

6. Sales Trust & Resolution

97.68 % of the co-owners voted "**FOR**" the motion and resolved that the Co-Owners acknowledge and conform that the Facilitator has presented and proposed a plan for the development and sale of the property in phases.

BE IT FURTHER RESOLVED THAT, the Facilitator is hereby irrevocably entitled and instructed to proceed with the development plan proposal, subject to all such amendments as may generally be required to be made thereto in the discretion of the Facilitator.

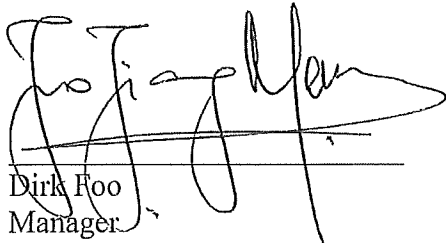
BE IT FURTHER RESOLVED THAT, the Co-owners acknowledge and confirm that each and every term required for the sale of the UFI's according to the Restrictive Covenant signed by all Co-owners has been met.

BE IT FURTHER RESOLVED THAT, the Facilitator is hereby authorized to instruct the Escrow Agent to deliver each of the Special Warranty Deeds held in escrow to the Trustee of the Fossil Creek Trust.

BE IT FURTHER RESOLVED THAT, upon delivery of the Special Warranty Deeds to the Trustee of the Fossil Creek Trust, the Escrow Agent is released from and relieved of all obligations to the Co-owners.

BE IT FURTHER RESOLVED THAT, the Trustee of the Fossil Creek Trust is authorized to accept the Special Warranty Deeds and is instructed to record each Special Warranty Deed in the official records of Tarrant County, Texas.

Members to sign



Dirk Foo
Manager

THIS IS EXHIBIT “K”
referred to in the Affidavit of Allan Lind
sworn on December 13, 2024

Commissioner for Taking Affidavits (or as may be)

017 321466 20

CAUSE NO. 017-307091-19

FILED
TARRANT COUNTY
11/2/2020 1:34 PM
THOMAS A. WILDER
DISTRICT CLERK

GLOBAL FOREST, LLC AND FOREST
FUNDING, LLC

Plaintiffs,

vs.

SERENE COUNTRY HOMES, LLC ET AL
Defendants.

IN THE DISTRICT COURT OF

TARRANT COUNTY, TEXAS

17TH JUDICIAL DISTRICT

FILED
TARRANT COUNTY
2020 NOV -6 PM 3:04
THOMAS A. WILDER
DISTRICT CLERK

Brian Mackie's Proposed ORDER

Brian Mackie
2nd of November, 2020 *Brian Mackie*

On this day, came on to be considered Brian Mackie's Original Petition in Intervention and Motion to Vacate or Set Aside the Final Judgment ("Motion"). Having considered the Motion and responses filed (if any), the Court is of the opinion that, due to a jurisdictional defect, this Court lacks subject matter jurisdiction to enter a judgment against "Fossil Creek Trust." Therefore, the Final Judgment should be VACATED as to "Fossil Creek Trust." The Court is also of the opinion that Plaintiffs, Global Forest, LLC and Forest Funding, LLC's claims against Serene Country Homes, LLC, Sendera Ranch A2A Developments II, LLC, Joe Attrux, Windridge A2A Developments LLC, Sendera Ranch A2A Developments, LLC, and Fossil Creek A2A Developments, LLC should be severed from this cause, sua sponte. Furthermore, the Court is of the opinion that Brian Mackie, as a beneficiary of the Fossil Creek Trust, has a justiciable interest in the Lawsuit.

IT IS THEREFORE ORDERED THAT the Final Judgment entered on August 24, 2020 is VACATED as to "Fossil Creek Trust." It is further

ORDERED THAT Plaintiffs, Global Forest, LLC and Forest Funding, LLC's claims against Serene Country Homes, LLC, Sendera Ranch A2A Developments II, LLC, Joe Attrux, Windridge A2A Developments LLC, Sendera Ranch A2A Developments, LLC, and Fossil Creek A2A Developments, LLC are hereby severed. It is further



PM

ORDERED THAT the court clerk shall assign the severed action the separate cause number, or a separate cause number designated by the District Clerk as follows: **017 321466 20** of 017-307091-19-A, copy the documents listed in Exhibit A, ~~which is attached herewith,~~ and *filed* filed with this order on November 2, 2020, *filed* include them in that file.

ORDERED THAT Plaintiffs, Global Forest, LLC and Forest Funding, LLC's objections to Brian Mackie's Petition in Intervention are denied.

ORDERED this 5th of November, 2020.


THE HONORABLE JUDGE WILKINSON

CERTIFICATE OF SERVICE

I hereby certify that the foregoing was served upon all parties and/or their attorneys of record, in accordance with the Texas Rules of Civil Procedure, on this the 11th day of November, 2020, addressed as follows:

Via e-service

Andrew K. Meade
MEADE & NEESE, LLP
2118 Smith Street
Houston Texas 77002
ameade@meadeneese.com
ATTORNEYS FOR PLAINTIFF

/s/ Marianne G. Robak
Marianne G. Robak

From: [Pamela J. Maples](#)
To: ameade@meadeneese.com; hbarnes@meadeneese.com; sharen@meadeneese.com; mrobak@mccathernlaw.com
Subject: 017-307091-19; Ord vacating jdg & ord to sever claims
Date: Friday, November 6, 2020 9:43:00 AM
Attachments: [01730709119000210.pdf](#)

Pamela Maples

Administrative Court Clerk
Tarrant County District Clerk
100 N. Calhoun ST, 2nd Floor
Fort Worth, TX 76196
817-884-1839
pjmaples@tarrantcounty.com





TARRANT COUNTY
THOMAS A. WILDER
DISTRICT CLERK - CIVIL
100 N. CALHOUN ST., 2ND FLOOR
FORT WORTH, TEXAS 76196-0402

17th

FOSSIL CREEK A2A DEVELOPMENTS LLC
6635 SANDSHELL BLVD
FORT WORTH TX 76137



TARRANT COUNTY
THOMAS A. WILDER
DISTRICT CLERK - CIVIL
100 N. CALHOUN ST., 2ND FLOOR
FORT WORTH, TEXAS 76196-0402

17th

FOSSIL CREEK TRUST
6635 SANDSHELL BLVD
FORT WORTH TX 76137



TARRANT COUNTY 17th
THOMAS A. WILDER
DISTRICT CLERK - CIVIL
100 N. CALHOUN ST., 2ND FLOOR
FORT WORTH, TEXAS 76196-0402

SENDERA RANCH A2A DEVELOPMENTS LLC
6635 SANDSHELL BLVD
FORT WORTH TX 76137



TARRANT COUNTY
THOMAS A. WILDER
DISTRICT CLERK - CIVIL
100 N. CALHOUN ST., 2ND FLOOR
FORT WORTH, TEXAS 76196-0402

17th

WINDRIDGE A2A DEVELOPMENTS LLC
6635 SANDSHELL BLVD
FORT WORTH TX 76137



TARRANT COUNTY
THOMAS A. WILDER
DISTRICT CLERK - CIVIL
100 N. CALHOUN ST., 2ND FLOOR
FORT WORTH, TEXAS 76196-0402

17th

JOSEPH ATTRUX
6635 SANDSHELL BLVD
FORT WORTH TX 76137



TARRANT COUNTY
THOMAS A. WILDER
DISTRICT CLERK - CIVIL
100 N. CALHOUN ST., 2ND FLOOR
FORT WORTH, TEXAS 76196-0402

17th

SENDERA RANCH A2A DEVELOPMENTS II LLC
6635 SANDSHELL BLVD
FORT WORTH TX 76137



TARRANT COUNTY 17th
THOMAS A. WILDER
DISTRICT CLERK - CIVIL
100 N. CALHOUN ST., 2ND FLOOR
FORT WORTH, TEXAS 76196-0402

SERENE COUNTRY HOMES LLC
6635 SANDSHELL BLVD
FORT WORTH TX 76137

THIS IS EXHIBIT “L”
referred to in the Affidavit of Allan Lind
sworn on December 13, 2024

Commissioner for Taking Affidavits (or as may be)

Cause No. 017-307091-19

**Global Forest, LLC and Forest
Funding, LLC,**
Plaintiffs,

v.

**Serene Country Homes, LLC,
Windridge A2A Developments, LLC,
Sendera Ranch A2A Developments,
LLC, Sendera Ranch A2A
Developments II, LLC, Foo Tiang
Meng a/k/a Dirk Foo, Allan Lind,
and Joseph Attrux,**
Defendants.

In the District Court of

Tarrant County, Texas

17th Judicial District

Order on Plaintiffs' Notice of Nonsuit Without Prejudice

After considering Plaintiffs' Notice of Nonsuit Without Prejudice as to Foo Tiang Meng a/k/a Dirk Foo and Alan Lind, the Court dismisses without prejudice all of Plaintiffs' claims asserted in this lawsuit against Foo Tiang Meng a/k/a Dirk Foo and Alan Lind.

Signed: February 26, 2020.


JUDGE PRESIDING



EMAILED & MAILED
2/27/20

CLB



TARRANT COUNTY
THOMAS A. WILDER
DISTRICT CLERK - CIVIL
100 N. CALHOUN ST., 2ND FLOOR
FORT WORTH, TEXAS 76196-0402

1/7/20

FOO TIANG MENG
6635 SANDSHELL BLVD
FORT WORTH TX 76137



TARRANT COUNTY
THOMAS A. WILDER
DISTRICT CLERK - CIVIL
100 N. CALHOUN ST., 2ND FLOOR
FORT WORTH, TEXAS 76196-0402

174

ALLAN LIND
6635 SANDSHELL BLVD
FORT WORTH TX 76137



TARRANT COUNTY
THOMAS A. WILDER
DISTRICT CLERK - CIVIL
100 N. CALHOUN ST., 2ND FLOOR
FORT WORTH, TEXAS 76196-0402

17

ANDREW K MEADE
MEADE & NEESE LLP
2118 SMITH ST
HOUSTON TX 77002

THIS IS EXHIBIT “M”
referred to in the Affidavit of Allan Lind
sworn on December 13, 2024

Commissioner for Taking Affidavits (or as may be)

VIJAYAN NAMBIAR, INDIVIDUALLY §
And as TRUSTEE OF THE VIJAYAN §
NAMBIAR REVOCABLE TRUST and §
THE VIJAYAN NAMBIAR AND §
JACQUELINE ANN LEE-NAMBIAR §
REVOCABLE TRUST, et al. §
 Plaintiffs, §
 vs. §
FOO TIANG MENG DIRK ROBERT §
INDIVIDUALLY and as TRUSTEE OF §
THE HILLS OF WINDRIDGE TRUST §
and TRUSTEE OF THE FOSSIL §
CREEK TRUST §
 Defendants §
 IN THE DISTRICT COURT
 96th JUDICIAL DISTRICT
 TARRANT COUNTY, TEXAS

Defendants Foo Tiang Meng Dirk Robert, individually and as Trustee of the Hills of Windridge Trust and Trustee of the Fossil Creek Trust (“Defendants”) file this Motion for Summary Judgment.

- A. The express language of Article Eight of the Sales Trust instruments relieves the Trustee from the obligation to provide an accounting.
- B. The language of the Sales Trust instruments controls the Trustee's duties where it conflicts with duties created by the Trust Code and common law.
- C. Plaintiffs do not assert any causes of action against Foo Tiang Meng Dirk Robert, individually.
- D. Defendants are entitled to recover their attorneys' fees from Plaintiffs.

UNDISPUTED FACTS¹

1. Fossil Creek A2A Developments, LLC ("FCA") and The Hills of Windridge A2A Developments, LLC ("THOW") sold undivided fractional interests ("UFI") in real estate referred to as the Fossil Creek Property and the Windridge Property respectively as investments.² (par. 6)³.

2. Plaintiffs purchased UFIs in either the Fossil Creek Property, the Windridge Property or both. (par. 7).

3. In 2014, to facilitate the development and sale of the real estate, the UFI owners of the Fossil Creek Property and the Windridge Property created the Fossil Creek Trust and the Hills of Windridge Trust respectively (the "Sales Trusts") and conveyed all of their UFI's through recorded deeds to Foo Tiang Meng Dirk Robert as Trustee of the Sales Trusts. (see Affidavit of Jeffrey C. Tasker attached hereto as Exhibit 1; Plaintiff's First Amended Petition par. 9; Exhibit E (the recording date on p.11); and Exhibit F).

4. Once all of the UFI's were conveyed to the Sales Trusts, the Trustee held the recorded legal title to the Windridge Property and the Fossil Creek Property as Trustee of the Sales Trusts. (par. 9).

5. The express purpose of the Sales Trusts was "to receive and convey real property on behalf of the Settlers and to distribute the Net Income . . . from the sale of real estate to the Beneficiaries." (Exhibit F, Art. 1).

6. Article Eight of the Sales Trusts reads:

The Trustee shall keep accurate records concerning the Trust. To the extent permitted by law, the **Trustee shall be excused from any duty to render**

¹ Without judicially admitting to the facts asserted by Plaintiffs, Defendants ask the court to recognize the following facts asserted by Plaintiffs in their First Amended Original Petition and Declaratory Judgment Action and the exhibits attached thereto as undisputed for purposes of Defendants' Motion for Summary Judgment.

² The terms Fossil Creek Property and Windridge Property are assigned the definitions found in paragraph 6 of Plaintiffs' First Amended Original Petition and Declaratory Judgment Action.

³ All references are to the Plaintiffs' First Amended Original Petition and Declaratory Judgment Action and the Exhibits thereto. References to the Petition are by paragraph and references to Exhibits refer to the Exhibits to Plaintiff's Petition.

annual or other periodic accounts to Settlers or any other beneficiary or any court having jurisdiction over any trust being administered hereunder. (Exhibit F, Art. 8) (emphasis added).

7. Plaintiffs filed the current lawsuit against Defendants for: Suit for Accounting pursuant to Texas Property Code Section 113.151; Breach of Trust Agreement; Breach of Fiduciary Duties; and for a Declaratory Judgment. (par. 21-22; 23; 24-25; and 27-32).

8. Although Plaintiffs assert multiple causes of action, each claim stems from and is dependent on the Plaintiffs' demand for an accounting from Defendant Foo as Trustee of the Sales Trusts.

A. Article Eight Relieves the Trustee of a Duty to Provide an Accounting.

The clear and unambiguous intent of the parties to the Sale Trust was to excuse the Trustee from the very accounting duty Plaintiffs now attempt to impose on the Trustee. Article Eight of the Sales Trust reads:

The Trustee shall keep accurate records concerning the Trust. To the extent permitted by law, **the Trustee shall be excused from any duty to render annual or other periodic accounts to Settlers or any other beneficiary** or any court having jurisdiction over any trust being administered hereunder.

(emphasis added). The overriding rule of construction for trusts is to ascertain the intent of the maker. *Jewett v. Capital Nat'l Bank*, 618 S.W.2d 109, 112 (Tex. Civ. App.—Waco 1981, writ ref's n.r.e.). "If the language is unambiguous and expresses the intent of the maker, it is unnecessary to construe the instrument because it speaks for itself." *Jewett*, 618 S.W.2d at 112. In such situation, "neither the trustee nor the court can add or take away from" the express language of the trust instrument. *Id.* Here, Article Eight simply "reliev[es] the Trustee from a duty imposed by the [Trust Code] or by common law." *See* TEX. PROP. CODE § 114.007 (protecting the ability of a settlor to relieve a trustee from a duty). The language of Article Eight tracks the requirements of Texas Trust Code Section 113.151 and expressly relieves the Trustee of the duty to provide an accounting. To impose an accounting obligation—from either the Trust Code or common law—would both "add"

an unintended duty to the trustee and "take away" the relief of that duty from the Sales Trust. Such interpretation renders Article Eight meaningless and is contrary to the intent of the makers of the Sales Trust.

B. The language of the Sales Trust instruments controls the Trustee's duties where it conflicts with duties created by the Trust Code and common law.

The Sales Trust instruments control the duties owed by the Trustee, and the Court should not impose duties from the Trust Code or common law that conflict with the terms of the instruments. Over the course of several years the Texas Courts and legislature refined the duties owed by trustees and the parameters for excusing such duties. In 1993, the Austin Court of Appeals reversed a trial court's judgment against a trustee because the trial court failed to instruct the jury that the defendant's duty was governed by the terms of the trust instrument and not by the common law or statute. *See Jochee v. Clayburne*, 863 S.W.2d 516 (Tex. Civ App.—Austin 1993, writ denied)(finding the parties intended to modify the trustees' duties to the beneficiaries). In 2002, the Texas Supreme Court held that public policy as expressed by the legislature in the Trust Code allowed relieving a corporate trustee from liability for self-dealing. *Texas Commerce Bank v. Grizzle*, 96 S.W.3d 240, 249 (Tex. 2002)⁴.

In response to cases such as *Jochee* and *Grizzle*, the 2005 Texas Legislature amended the Texas Trust Code, clarifying the hierarchy of conflicting terms among the trust instrument, statute and common law and setting the limits a settlor's ability to modify the duties of a trustee. The Legislature started by resolving conflicting terms between the Trust Code, the trust instrument and common law in favor of the trust instrument. Section 111.0035(a) reads:

- (a) **Except as provided by the terms of a trust** and Subsection (b), this subtitle governs:
 - (1) the **duties and powers of a trustee**;

⁴ The *Grizzle* case triggered a comprehensive review of the Texas Trust Code including the primacy of authority and limitations to exculpatory clauses.

- (2) relations among trustees; and
- (3) **the rights and interests of a beneficiary.**

TEX. PROP CODE ANN. § 111.0035(a)(emphasis added). The Trust Code then provides the limited exceptions to the trust instrument's primacy. In so doing, the legislature notably distinguished between revocable and irrevocable trusts. Section 111.0035(b)(4) reads:

(b) **The terms of a trust prevail over any provision of this subtitle, except that the terms of a trust may not limit:**

- (1) the requirements imposed under Section 112.031;
- (2) the applicability of Section 114.007 to an exculpation term of a trust;
- (3) the periods of limitation for commencing a judicial proceeding regarding a trust;
- (4) **a trustee's duty:**
 - (A) **with regard to an irrevocable trust, to respond to a demand for accounting** made under Section 113.151 if the demand is from a beneficiary who, at the time of the demand:
 - (i) is entitled or permitted to receive distributions from the trust; or
 - (ii) would receive a distribution from the trust if the trust terminated at the time of the demand

TEX. PROP CODE ANN. § 111.0035(b)(4)(emphasis added). The Trust code is silent on the ability of a trust instrument to limit the trustee's duty to provide an accounting for a revocable trust. By specifically restraining only irrevocable trusts, the legislature recognized and codified the settlors' ability to freely modify the trustee's duties regarding accounting for revocable trusts. To interpret the statute otherwise would render the term "irrevocable" in section 111.0035(b)(4)(A) meaningless.

Next, the legislature addressed conflicts between the trust instrument and common law. Specifically, in Section 113.051 the legislature incorporated common law duties into the statute but expressly subordinated the common law duties to the terms of the trust instrument and the Trust Code. Section 113.051 reads in part:

In the absence of any contrary terms in the trust instrument or contrary provisions of this subtitle, in administering the trust the trustee shall perform all of the duties imposed on trustees by the common law.

TEX. PROP CODE ANN. § 113.051 (emphasis added). As a result of sections 111.0035 and 113.051, the legislature codified the hierarchy of authority as it relates to duties owed by trustees previously recognized by the *Jocheb* Court with the highest deference (1st) to the trust instrument; (2nd) followed by the Trust Code; and finally (3rd) by the common law. Plaintiffs' causes of action for common law duties would rearrange the clear order of the primacy to impose common law duties which were relieved by the language of the Sales Trust. Plaintiffs' Petition invites the Court to commit reversible error under both the Trust Code and common law.

The legislature's clear intentions regarding the primacy of the trust instrument and Section 111.0035(b)(4) are reinforced in Section 114.007. Having established the primacy of the trust instrument and the parameters of such, the 2005 legislature set out to limit exculpatory clauses like the one in *Grizzle*. To do so, the legislature added Section 114.007 preventing exculpation for certain trustee actions. After restricting the enforceability of exculpatory clauses in Sections (a) and (b), the legislature included Section (c) to recognize the clear distinction between prohibited exculpatory clauses and allowable modifications of the trustee's duty. Section (c) reads:

(c) This section applies only to a term of a trust that may otherwise relieve a trustee from liability for a breach of trust. **Except as provided in Section 111.0035, this section does not prohibit the settlor, by the terms of the trust, from expressly:**

- 1) **relieving the trustee from a duty or restriction imposed by this subtitle or by common law; or**
- (2) directing or permitting the trustee to do or not to do an action that would otherwise violate a duty or restriction imposed by this subtitle or by common law.

TEX. PROP. CODE §114.007(c)(emphasis added). Referring back to Section 111.0035, the legislature made it clear that nothing in the Trust Code restricts the trust instrument from relieving the trustee's duty to provide an accounting in a revocable trust. Article Eight is enforceable and it relieves the Trustee from any duty to provide an accounting to the beneficiaries of the Sales Trust.

C. Plaintiffs do not assert any claims against Foo Tiang Meng Dirk Robert, individually.

Despite naming Dirk Foo individually as well as the Trustee, Plaintiffs' Petition fails to assert any causes of action against Dirk Foo individually rather than as trustee of the Sales Trusts. Defendant, Dirk Foo, moves for summary judgment on Plaintiffs' pleadings.

D. Defendants are entitled to recover their attorneys' fees from Plaintiffs.

Plaintiffs comprise a minute minority of the beneficiaries of the Sales Trusts⁵. Their actions have cost each beneficiary of the Sales Trusts a portion of the fees for the defense of Plaintiffs' baseless claims. Despite Defendants' efforts to resolve the matter, Plaintiffs pursued their meritless claims. Defendants were forced to retain the services of the law firm of Tasker & Balderson, PLLC ("TB") and agreed to pay TB a reasonable and necessary fee for its services necessarily rendered and to be rendered on their behalf in this cause. Accordingly, Defendants are entitled to and hereby seek an award of their reasonable and necessary costs, expenses, and attorneys' fees as a result of Plaintiffs' actions in accordance with Article IV, Section G of the Trust Agreements and Chapters 37 and 38 of the Texas Civil Practice and Remedies Code. Attached hereto as Exhibit 2 is the Attorneys' Fees Affidavit of Jeffrey C. Tasker which shows that as of June 25, 2019, the Defendants incurred \$57,890.00 in reasonable and necessary attorneys' fees attributable to Plaintiffs' lawsuit to compel an accounting. Exhibit 2 further shows that Defendants estimate an additional \$2,500.00 would be reasonable to prepare for and attend the hearing on Defendants' Motion for Summary Judgment and prepare the Order granting the motion. Exhibit 2 further shows that Defendants will incur an additional \$20,000 in the event of an appeal to the Court of Appeals, and additional \$10,000 in the event a petition for review is sought in the Supreme Court of Texas, as well as an additional \$25,000 if the petition for review is granted and the decision of the trial court is upheld.

⁵ There are 10 Windridge Plaintiffs out of 4,412 Windridge UFI's and 7 Fossil Creek Plaintiffs out of 2,100 units. Despite their unverified claims of additional support, there are only 17 actual Plaintiffs. The Plaintiffs comprise **less than ½ of 1%** of both the Windridge and Fossil UFI's.

WHEREFORE, Defendants pray that the Court grant their Motion for Summary Judgment and that Defendants recover their costs, attorneys' fees and expenses and such other and further relief, at law and equity, to which they may be entitled.

Respectfully submitted,

TASKER & BALDERSON PLLC

By: /s/ Jeffrey C. Tasker
Jeffrey C. Tasker
State Bar No. 00795678
Jack Balderson, Jr.
State Bar No. 24031716

4335 Windsor Centre Trail; Suite 150
Flower Mound, Texas 75028
(972) 355-5959 - Telephone
(972) 692-8200 – Facsimile
jeff@tbtexlaw.com

ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing has been forwarded, on this the 26th day of June 2019 to:

Via Electronic Service

Marianne G. Robak
Ceronky, Rosen & Garcia, P.C.
1770 St. James Place; Ste. 150
Houston, Texas 77056

/s/ Jeffrey C. Tasker
Jeffrey C. Tasker

THIS IS EXHIBIT “N”
referred to in the Affidavit of Allan Lind
sworn on December 13, 2024



Commissioner for Taking Affidavits (or as may be)

Shaniek Shaw

From: Jeff Tasker <jeff@tbtexlaw.com>
Sent: Thursday, December 12, 2024 4:25 PM
To: Daniel Jukes
Subject: FW: Fossil Creek and Windridge - Documents from the Monitor
Attachments: 241128 Notice of Monitor - Fossil Creek and Windridge.pdf; Amended and Restated Initial Order (Cassels), filed December 3, 2024.pdf

From: Don Dykstra <Don@bloomfieldhomes.net>
Sent: Thursday, December 12, 2024 4:32 PM
To: Dirk Foo <dirk.foo@serenehomes.com>; Jeffery Tasker <jeff@tbtexlaw.com>
Cc: gbellinger@bellingersuberg.com; michael cucco <michael.cucco@gmail.com>; John Matney <johnmatney@bloomfieldhomes.net>
Subject: FW: Fossil Creek and Windridge - Documents from the Monitor

Gentlemen,

Attached is correspondence we just received. The Fossil Creek land transaction has closed and the Windridge contract has been terminated.

The remaining open item is the house in Fossil Creek.

Given the complexities of the letter, I think it is best if we just terminate that contract, rather than spending more legal fees and time.

We intend to communicate this to the Cassels law firm in an attempt to stay clear of litigation and whatever legal processes are ongoing.

Don Dykstra

From: John Matney <johnmatney@bloomfieldhomes.net>
Sent: Thursday, December 12, 2024 4:25 PM
To: Don Dykstra <Don@bloomfieldhomes.net>
Subject: Fossil Creek and Windridge - Documents from the Monitor

Don:

Attached are the documents we've received from the Monitor in Calgary regarding the Fossil Creek and Windridge contracts.

John Matney
Vice President
Cell: [\(682\) 401-1268](tel:(682)401-1268)
Office: [\(817\) 764-3507](tel:(817)764-3507)
Bloomfield Homes



We've moved! 1900 W. Kirkwood Blvd | Suite 2300B | Southlake, TX 76092

Cassels

November 28, 2024

Via Email and Courier

joliver@cassels.com
tel: +1 403 351 2921
file # 057100-04

Attention: See Enclosed Service List

Dear Sirs/Mesdames:

**Re: ITMO the Companies Creditors Arrangement Act, RSC 1985, c C-36, as amended, and
ITMO the Compromise or Arrangement of Angus A2A GP Inc. et al.
Application Scheduled for Friday, November 29, 2024 at 9:00 AM with the Honourable
Justice Simard (the "Application")**

We are counsel to the Monitor, Alvarez & Marsal Canada Inc. (the "**Monitor**") in the above-noted proceedings.

Further to the above-referenced Application and Hearing, enclosed kindly find a copy of the following documents:

1. Application, which attaches to it as Schedule "C" a proposed form of Order, filed November 28, 2024; and
2. Second Report of the Monitor, filed November 28, 2024.

We trust that you will find the foregoing to be in order, but please do not hesitate to contact us should you require anything further.

Yours truly,

Cassels Brock & Blackwell LLP



Jeffrey Oliver
Partner

JO/ag
Enclosures.

LEGAL*66744527.1

THIS IS EXHIBIT “O”
referred to in the Affidavit of Allan Lind
sworn on December 13, 2024

Commissioner for Taking Affidavits (or as may be)

MILES DAVISON LLP

900, 517 10 Avenue S.W.
Calgary, Alberta T2R 0A8
Tel (403) 298-0333
Fax (403) 263-6840
thefirm@milesdavison.com

DANIEL JUKES

Direct Line: (403) 298-0327
djukes@milesdavison.com

Legal Assistant: Shaniek Shaw
Direct Line: (403) 298-0396
sshaw@milesdavison.com

December 12, 2024

Cassells Brock & Blackwell LLP
Suite 3810, Bankers Hall West
888 3rd Street SW
Calgary, AB T2P 5C5

Via E-mail

Attention: Mr. Jeffrey Oliver

Re: Outstanding Disclosure Issue

I take this opportunity to advise the Monitor regarding an issue that has arisen in our attempts to obtain documents for our clients to comply with the disclosure obligations stemming from Justice Simard's Order on November 24, 2025.

As part of our work on this matter to date, we have been engaging with Jeff Tasker, who is the long-time Texas counsel to the various A2A entities.

In an effort to acquire those documents that are not within the power or control of my clients, we made requests of Mr. Tasker in his capacity as US counsel for our clients. He expressed concern that we were asking for documents under the power and control of the trust entities in Texas, despite the Court confirming it was not exercising its jurisdiction over Mr. Foo as Trustee of those trusts.

These discussions were occurring during the US Thanksgiving Holiday, and Mr. Tasker indicated he would review the position with Mr. Foo after the holidays and after dealing with some other urgent matters he was attending on other files.

Due to my concern about this timeline providing insufficient time to review and organize materials, Mr. Tasker agreed to send me certain documents on the condition that they not be released without his further authorization.

To date, I have not been able to secure that release, and Mr. Tasker has expressed concern that Mr. Foo will be in breach of his obligations as Trustee of the those trusts if he releases the documents.

The documents in question include the sale contracts and closing documents with respect to the sale to the Tarrant Regional Water District and the sale contracts and closing documents for the sale of the Fossil Creek lands. These documents do not include the relevant bank accounts for the non-parties or the UFI contact information lists.

My clients, being the parties to the proceedings, do not have any access or control to the bank accounts in which the sale proceeds are being held.

With respect to the offshore client lists, my clients likewise do not have control over these. I am told the lists reside with a client services company in Singapore, A2A Capital Management Pte Ltd. ("Client Services"). My clients have been advised that there are harsh penalties (up to \$1 million fine and 3 years in jail) under Singapore's privacy laws for disclosing confidential personal information. Accordingly, Client Services will not release the information, and I'm told they will likely be seeking a legal opinion in Singapore

Yours truly,

MILES DAVISON LLP



Dan Jukes