

**Contract for Sale of Commercial Real Estate at Auction  
(Reserve)**

Date  
Property No.  
Legal Description  
Address  
City, State, Zip  
County  
Additional Disclosures  
Notice

**SEE EXHIBIT A  
ATTACHED HERETO  
AND INCORPORATED  
HEREIN BY REFERENCE**

**COON HOLLOW RD.  
CONROE, TX  
MONTGOMERY**

**SEE DISCLOSURE  
EXHIBITS D & E  
ATTACHED HERETO  
AND INCORPORATED  
HEREIN BY REFERENCE**

**BUYER SHALL PAY A  
\$299 TECHNOLOGY FEE  
AT CLOSING**

Seller: **EXXON MOBIL  
CORPORATION, A NEW  
JERSEY CORPORATION**

Accepted By: \_\_\_\_\_

Accepted Date \_\_\_\_\_

Closing Date **ON OR BEFORE 30 DAYS  
FROM DATE OF SELLER  
ACCEPTANCE.**

Deed Name

Buyer Name

Street Address

City, State, Zip

Telephone

Email Address

Purchase Price

Buyer's Premium 5% of Purchase Price (min. \$2500)

Total Purchase Price

Down Payment 10% of Total Purchase Price (min. \$5000)

By signing below, Buyer acknowledges reading, understanding, and agreeing to be bound by this Contract **for Sale of Commercial Real Estate at Auction** and its Addenda (the "Contract"). Buyer acknowledges receipt of the Contract and understands and agrees to his/her digital signature being placed in the "Buyer" blanks on the attached Contract and understands that the digital signature has full force and effect as Buyer's original signature. Buyer shall receive a fully executed version of this Contract via email address or facsimile number provided at time of registration:

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Buyer Signature

(due within 3  
days of delivery  
of this  
Contract)

Auctioneer  
Contact

**WILLIAMS & WILLIAMS**  
**2448 E. 81<sup>ST</sup> STREET,**  
**SUITE 2600**  
**TULSA, OK 74137**  
**800-801-8003 TEL**  
**918-362-6528 FAX**

Closer /Escrow  
Agent

**FIRST AMERICAN**  
**CORINNA CRUM**  
**FIRST AMERICAN**  
**TITLE COMPANY**  
**NATIONAL**  
**COMMERCIAL**  
**SERVICES**  
**5847 SAN FELIPE**  
**STREET, SUITE 4100**  
**HOUSTON, TX 77057**  
**COCRUM@FIRSTAM.COM**

BUYER AND SELLER (THE "PARTIES") ACKNOWLEDGE AND AGREE: **AUCTIONEER HAS ENCOURAGED THEM TO SEEK THE ADVICE OF LEGAL COUNSEL AND THAT NO ONE ON BEHALF OF AUCTIONEER OR CLOSER HAS OR WILL OFFER LEGAL ADVICE TO BUYER OR SELLER;** THAT THE PARTIES NEGOTIATED THIS CONTRACT AND IT IS THEIR INTENT THAT ANY RULE OF CONSTRUCTION THAT WOULD REQUIRE THIS CONTRACT BE CONSTRUED AGAINST THE DRAFTING PARTY SHALL NOT APPLY; THAT THEY HAVE NOT ACTED UNDER ANY DURESS OR COMPULSIONS, WHETHER LEGAL, ECONOMIC, OR OTHERWISE; THAT THE PROVISIONS OF THIS CONTRACT HAVE BEEN EXPRESSLY AGREED TO AND WERE TAKEN INTO CONSIDERATION IN DETERMINING THE PRICE OFFERED AND ACCEPTED; THAT OTHER PROVISIONS NOTWITHSTANDING, "TIME-IS-OF-THE-ESSENCE" FOR COMPLETION OF THIS CONTRACT; THAT UPON EXECUTION BY SELLER AS HEREIN PROVIDED, A VALID AND BINDING CONTRACT OF SALE SHALL EXIST, THE TERMS AND CONDITIONS OF WHICH ARE AS FOLLOWS:

**1. PROPERTY.** The surface estate and improvements, if any, situated on the property more particularly described on Exhibit A attached hereto and made a part hereof, together with any and all buildings, physical improvements, fixtures, and property attached thereto and made a part thereof owned by Seller located in, on, attached to, or used in connection with the Property, if any; and all privileges and appurtenances pertaining thereto including any right, title and interest, if any, of Seller in and to adjacent streets, alleys, or rights-of-way; all of the above hereinafter collectively called "Property."

**2. PURCHASE PRICE.** The total purchase price for the Property (exclusive of adjustments and costs) payable in U.S. dollars in immediately available funds by Purchase shall be calculated and paid as follows:

- a. The total purchase price for the Property shall be the Buyer's winning bid amount plus the Buyer's Premium (collectively, the "Total Purchase Price");
- b. The Down Payment shall be in an amount equal to 10% of the Total Purchase Price with a minimum Down Payment of \$5,000.00. The Down Payment is due immediately upon Buyer's delivery of this Contract;

c. The balance of the Total Purchase Price, which is the Total Purchase Price less the Down Payment, plus or minus prorations and closing adjustments as set forth in this Contract, if any, payable in good funds and due on or before the Closing of this transaction and must be deposited by wire transfer with Escrow Agent.

This is an all-cash sale and purchase and is NOT contingent upon Buyer obtaining financing even though Buyer may elect to apply to a lending institution of Buyer's choice for a loan. Buyer understands and agrees that the following shall in no way be a condition of Buyer's obligations under this Contract: (i) Buyer's receipt of a loan commitment from a lending institution, (ii) Buyer's acceptance of a loan commitment, or (iii) Buyer's satisfaction of any condition set forth in a loan commitment. Seller makes no representation or warranty as to Buyer's ability to obtain financing.

**3. OFFER, ACCEPTANCE, AND CLOSING DATE:** Through Auctioneer, Seller offered the Property set forth above for sale by auction subject to a reserve price (i.e., a minimum bid) and Seller's right of confirmation. At the conclusion of the auction, Buyer was identified by Auctioneer as the highest bidder, and Buyer thereupon executed this Contract and delivered it to Auctioneer as an offer to purchase the Property on the terms set forth herein. Seller shall have the right, in Seller's sole discretion, to accept or reject Buyer's offer, subject to the provisions of Section 31 herein. Upon Seller's acceptance of Buyer's offer and receipt of the Down Payment from Buyer, Seller will execute this Contract (the "Acceptance Date").

Buyer acknowledges and agrees that this Contract constitutes Buyer's binding and irrevocable offer to purchase the Property and shall remain open for acceptance by Seller until the earlier of: (i) written notice from Seller rejecting the offer, or (ii) fifteen (15) days from the date of the Auction. If the offer is not accepted in writing by the Seller within fifteen (15) days from the date of the Auction, the offer is deemed rejected by Seller. Buyer and Seller agree that Closing shall occur at a time and place to be set by the Closer, on or before the Closing Date set forth above. Buyer further acknowledges that no legally binding contract shall be formed unless and until Seller signs this Contract.

**4. BUYER'S INSPECTION, DISCLOSURES, REPRESENTATIONS, AND WARRANTIES:** Buyer agrees, acknowledges and warrants without limitation to Seller and Broker, and their agents, affiliates, officers, employees and representatives: (i) that it was Buyer's sole responsibility to inspect the Property prior to bidding to determine the location of structures, easements, improvements, inhabitability, use and encroachments or to determine any other matters relevant to Buyer's decision to Purchase; (ii) that the Property is being sold in gross and that any estimates of size or acreage were and are approximations only; (iii) that Buyer has had more than ten (10) days before bidding on the Property and before signing this Contract to make any and all independent inspections of the Property to Buyer's complete and total satisfaction ("Review Period"); (iv) during this period Buyer was specifically advised by Seller and Broker to seek from independent sources of Buyer's choosing expert advice and/or inspections on all matters affecting the Property or Buyer's decision to purchase including but not limited to a Lead Based Paint Inspection or Risk Assessment, Radon Gas Test, Mold Inspection, Survey, Appraisal, Structural Report, Heat/Air Inspection, EMP Inspection, Roof Inspection, Termite Inspection, Insurance Inspection, Flood Hazard Inspection, Environmental Audit, and Legal Advice; (v) that Buyer understands and agrees that neither Seller nor Broker are required or will make any inspections or repairs of any kind whatsoever to the Property; (vi) that Buyer's inspection of the Property (or waiver thereof) has relieved and shall relieve the foregoing of any liability to Buyer and Buyer hereby accepts all liability, as between Buyer and the foregoing, and shall indemnify and hold harmless Seller, Broker, their affiliates, agents, employees, officers, representatives and owners from and against any claims, liabilities, demands, or actions incident to, resulting from or in any way arising out of this transaction, or the condition, possession, ownership, maintenance or use of the Property and that such indemnity shall survive Closing and not be merged therein; and (vii) that BUYER'S OPPORTUNITY TO INSPECT OR THE WAIVER THEREOF WAS TAKEN FULLY INTO CONSIDERATION IN DETERMINING THE OFFER MADE HEREIN AND REPRESENTS BUYER'S EXPRESS INTENT TO ACCEPT ALL LIABILITY ATTENDANT THERETO. Buyer may not conduct any invasive testing on the Property.

BUYER ACKNOWLEDGES, WARRANTS, AND AGREES THAT if any injury or damage to the Property is caused by the activities or operations of Buyer or Buyer's Representatives during the Review Period, Buyer must immediately repair and restore, at its sole cost and expense, the Property to its former condition to the extent reasonably practical. **Buyer is responsible for, and must acquit, release, and forever discharge and agrees to defend, indemnify, and hold harmless** Seller from and against, any and all Claims that arise out of or relate to, in any way, Buyer's or Buyer's Representatives' entry, activities, inspections or operations on or use or occupancy of the Property at any time prior to the Closing. BUYER FURTHER WAIVES AND RELEASES ANY CLAIMS, DEMANDS, DAMAGES, CAUSES OF ACTION, OR OTHER REMEDIES OF ANY KIND WHATSOEVER AGAINST THE SELLER FOR PROPERTY DAMAGE OR BODILY OR PERSONAL INJURY TO BUYER OR BUYER'S REPRESENTATIVES ARISING OUT OF THE INSPECTION OF THE PROPERTY.

BUYER ACKNOWLEDGES AND UNDERSTANDS THE FOLLOWING DISCLOSURES: 1) The mineral estate has been severed from this property (if any) and will not convey upon transfer of the surface estate; 2) This property may be bound by the assessments and restrictions of a property owners/tenants association and Buyer agrees to be bound by same and to assume any special assessments that may become payable after the Closing date; 3) Property may be subject to code violations within the municipality/city/county and Buyer accepts property in 'As-Is' condition with all faults and shall become responsible for any such violations or remediation thereof; 4) Property may be subject to city/county requirements for transfer and Buyer agrees to ascertain such requirements with the city/county or title company and to be responsible for any fee, permit, remediation required therein, to be done after closing; 5) Neither the Seller nor Broker make any assertions or guarantees for compliance standards of smoke or CO2 detectors or fire systems to this property and Buyer accepts all responsibility for same, including any required inspections or remediation; 6) Neither the Seller or Broker make any assertions or guarantees as to the condition or inspection of any septic, sewer, holding tanks, macerators, sump pumps, location of leach lines, or potability of any well that may be located on the property herein including but not limited to obtaining any necessary permits or inspection required by the municipality or any remediation, fees, or terms required by such authority due to dye testing or inspection, to be performed after closing; and Seller's past use of the Property ("Property History") is described in Paragraph 1 of the Deed and on Exhibit "D" attached hereto and made a part hereof; (7) Seller also provides additional property disclosures ("Seller's Additional Disclosures") on Exhibit "E" attached hereto and made a part hereof.

BUYER ACKNOWLEDGES AND AGREES THAT, to the maximum extent permitted by applicable law, Seller makes no representation or warranty regarding, and shall have no obligation to prepare, provide, or deliver, any property condition disclosures, notices, or other forms that may be required under the laws of the state in which the Property is located (collectively, "State Disclosures"). Buyer shall be solely responsible, at its own cost and expense, for determining the applicability of, and for preparing, executing, and delivering, any and all State Disclosures required in connection with the purchase and sale of the Property. Buyer shall indemnify, defend, and hold Seller harmless from and against any and all claims, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or relating to Buyer's failure to comply with such obligations.

BUYER expressly acknowledges being advised by Broker in sales literature and again at or prior to auction registration: that (1) the Buyer would be bound by this Contract, including all Addendums (incorporated by reference are all of Seller's disclosures and/or exceptions contained or listed in the Addendums and Exhibits attached hereto, if any; a Property Disclosure or Disclaimer Statement, if any; and leases, contracts and/or warranties and covenants attached or listed in the Exhibits to this Contract); and (2) TO NOT BID IF BUYER HAD NOT READ AND AGREED TO BE BOUND BY THIS CONTRACT AND ITS ADDENDUMS IN THEIR ENTIRETY.

**5. SALE AND DEED:** Unless otherwise specified above, Seller shall sell the Property to Buyer and Buyer shall accept same and purchase the Property in its present condition "AS IS, WHERE IS and WITH ALL FAULTS" via a "CASH SALE" NOT SUBJECT TO FINANCING, APPRAISAL, SURVEY, OR INSPECTIONS OF ANY KIND. Seller shall convey insurable title by a Deed prepared by or on behalf of Seller, and attached as Exhibit B hereto. If a modular, manufactured or mobile home or similar structure exists on the Property which may be considered separate from the real property as assessed or otherwise described, same will only be conveyed by Seller via a hold harmless agreement or quit claim Bill of Sale.

**6. JOINT ESCROW INSTRUCTIONS, RECEIPT, AND PURCHASE PRICE:** The Parties acknowledge Buyer has timely tendered the Down Payment in the form of a certified check, cashier's check, money order, and said instrument is made payable to the Escrow Agent or, if permitted by Auctioneer, a wire sent directly to the Escrow Agent. The balance of the Purchase Price, plus the Buyer's Premium (if any), Pre-paid Service Fee (if any), and costs due from Buyer shall be paid by wire, cashier's check or certified check at Closing. Buyer authorizes Escrow Agent to process the check itself, or to process the check electronically through ACH or other carrier. Buyer has funds available to cover this check at the time of execution and authorizes an electronic processing in the discretion of Escrow Agent. The Buyer guarantees the Down Payment funds and shall be personally liable in the event the form of Down Payment is not available in immediately available funds, including the cost of bank fees, collection fees, and processing fees. The Down Payment shall be held by Escrow Agent and disbursed to the Closer identified in the Contract for Sale prior to the Closing Date and following clearance of funds by the issuing financial institution. Interest, if any, earned on the Down Payment shall be deemed part of the Down Payment and shall be applied together with the principal portion of the Down Payment to the Purchase Price. Notwithstanding the foregoing or anything to the contrary herein, Buyer and Seller hereby understand and agree that if the transaction contemplated under the Contract for Sale closes on the Closing Date, any interest earned on the Down Payment shall not be deemed a Buyer credit on the Closing statement and credited to the Buyer upon the Closing, but shall upon the Closing, be a Seller credit on the Closing statement and remain the property of Seller. The Parties agree the Down Payment is non-refundable, and, at Seller's request, shall immediately be released to Seller. BUYER UNDERSTANDS AND AGREES IF SELLER HAS PERFORMED SELLER'S OBLIGATIONS UNDER THIS CONTRACT, AND IF AT CLOSING THE BUYER FAILS TO PAY THE BALANCE OF THE PURCHASE PRICE OR TO PERFORM ANY OTHER OBLIGATIONS HEREIN, THE DOWN PAYMENT WILL BE DISBURSED PURSUANT TO SECTION 6 HEREIN. BUYER HEREBY DIRECTS ESCROW AGENT AND CLOSER TO DISBURSE THE DOWN PAYMENT FUNDS PURSUANT TO THE TERMS HEREIN WITHOUT FURTHER INSTRUCTION FROM BUYER OR SELLER. If Seller fails to execute this Contract, the Escrow Agent shall return to Buyer the Down Payment tendered by Buyer, such return contingent upon confirmation of the Down Payment having been received as "good funds." Auctioneer is authorized to provide the necessary instruction to Escrow Agent and/or Closer directing the return of Buyer's Down Payment and shall release such monies to Buyer pursuant to this Contract. Buyer agrees to release Seller, Auctioneer, Closer, and Escrow Agent from and against any and all liabilities in connection with this transaction and this Contract. Escrow Agent is acting hereunder without charge as an accommodation to Buyer and Seller, it being understood and agreed that Escrow Agent shall not be liable for any error in judgment or any act done or omitted by it in good faith or pursuant to court order, or for any mistake of fact or law. Escrow Agent shall not incur any liability in acting upon any document or instrument believed thereby to be genuine. Escrow Agent is hereby released and exculpated from all liability hereunder, except only for willful misconduct or gross negligence.

**7. TITLE.** Seller has provided to Buyer a Preliminary Title Commitment (the "Title Commitment"), and, subsequent to Closing, Buyer, at Buyer's sole cost and expense, Buyer may request an Owner's Policy of Title Insurance (the "Title Policy"), issued by First American Title Insurance Company in the full amount of the Total Purchase Price, dated as of Closing, insuring Buyer's title to the Property subject only to the Permitted Title Exceptions (the "Permitted Encumbrances") listed on the Title Commitment, the standard printed exceptions set forth in the Owner's Title Policy and additional exceptions contained in the usual form of Title Policy. If the Escrow Agent determines that there are valid objections or preclusions to title as defined herein (other than a requirement for a Survey ("Survey")), and if Seller elects to cure (at Seller's sole discretion) same and requires additional time to do so, the Closing shall be extended for the time permitted to allow Seller to cure same. Upon notice from Seller that such objections have been satisfied or will not be satisfied, the Escrow Agent shall fix a date and time for Closing within ten (10) business days. "Preclusion to title" shall be in the sole discretion of the Closer or Title Examiner and shall mean any issue which would preclude clear title or transfer thereof, including city inspections, occupancy certificates, tax stamps, boundary/title disputes, lost deeds, or payoff statements. No matter shall be construed as a valid objection or preclusion to title under this Contract unless it is (a) not a "Permitted Title Exception" above, and (b) is construed to be a valid objection or preclusion to title by the title insurance examination attorney chosen by Closer or the policy issuer (such attorney shall be deemed Buyer's attorney for title examination purposes only), and (c) is communicated to the Parties prior to Closing. In case of such valid objection or preclusion to title, Seller shall, at Seller's option have thirty (30) days (the "Cure Period") from the date of the original Closing or such additional time as may be agreed to in writing by the Parties to satisfy such

objections and preclusions; or choose to terminate the transaction by returning Buyer's Down Payment upon which the parties shall incur no further liability to the transaction or each other. If Seller cannot or elects not to cure or satisfy such objections within the Cure Period, the Down Payment shall be returned to the Buyer and this Contract shall be of no further force and effect.

**8. EXPENSES TO BE PAID IN CASH AT OR PRIOR TO CLOSING.** The Parties acknowledge and agree the following costs were estimated and disclosed by Broker prior to the Auction or Sale:

**A. SELLER'S EXPENSES:** (1) The preliminary title commitment and any updates thereto; (2) All costs of releasing and recording any release of any monetary liens and mortgages caused by Seller required by the terms of this Contract; (3) Half (1/2) of any escrow fee to be paid to Escrow Agent; (4) State and county transfer taxes required to be paid in connection with the filing of the Deed for record; (5) Real estate brokerage fees pursuant to separate written agreements; and, (6) such other expenses stipulated to be paid by Seller under other provisions of this Contract.

**B. BUYER'S EXPENSES:** (1) All costs of the Owner's Policy of Title Insurance, if applicable; (2) All costs of any Survey, if applicable; (3) Any endorsements to the Title Policy, if applicable; (4) All recording costs of the Deed, a mortgage deed and related documents if Buyer elects to finance the purchase of the Property (provided that financing shall not be and shall not be construed to be a condition of Buyer's obligation to close on this transaction); (5) the full amount of any escrow fee required by Buyer's lender and the premium for the loan policy of the title insurance if Buyer elects to obtain financing; (6) Half (1/2) of any escrow fee to be paid to the Escrow Agent; and (7) such other expenses stipulated to be paid by Buyer under other provisions of this Contract.

**9. RESTRICTED PARTY SCREENING.** Notwithstanding anything to the contrary herein, Seller shall have the right, in its sole and absolute discretion, to reject any bid or to terminate this Contract if Buyer, or any direct or indirect owner of Buyer, fails to clear Seller's internal restricted parties screening or appears on any list administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), including, without limitation, the Specially Designated Nationals and Blocked Persons List, or any similar list maintained by any governmental authority. In the event of such rejection or termination, this Agreement shall be null and void, the Down Payment shall be returned to the Buyer and neither party shall have any further obligation hereunder (except for obligations that expressly survive termination).

**10. TAXES AND PRORATIONS.** Seller shall pay in full: (i) all special assessments against the Property and of record at the date of Closing that are currently payable, Buyer agrees to be bound by same and to assume any special assessments (including payments) that may become payable after the Closing date; (ii) all taxes, other than general ad valorem taxes for the current calendar year, which are a lien on the Property at the date of Closing; and (iii) the cost of any item of workmanship or material furnished prior to the date of Closing which is or may become a lien on the Property. If this sale or Buyer's use of the Property results in the assessment of additional taxes, whether for periods prior to, at or subsequent to the Closing, said taxes shall be the obligation of Buyer. Unless otherwise specified, the following items shall be prorated between the Parties as of the date of Closing: (i) rents including past due rents, if any; and (ii) general ad valorem taxes for the current calendar year, provided that, if the amount of such taxes has not then been fixed, the pro-ration shall be based upon the rate of levy for the previous calendar year. Any security deposit held by Seller from one or more tenants of the Property shall be transferred to Buyer at Closing and Buyer shall then assume all further liability to tenants, both in relation to such deposits and in relation to any then existing leases covering all or any part of the Property. After Closing Buyer shall indemnify and hold Seller and Broker harmless from all liability to any tenant.

**11. CLOSING AND TRANSFER.** If the Closer or title issuer selected by Closer determines there are valid objections or preclusions to title as defined herein, and Seller elects to cure same and requires additional time to do so, the Closing shall be extended for the time permitted to allow Seller to cure same, as provided in Section 7 above. Upon notice from Seller or Broker that such objections have been satisfied or will not be satisfied, the Closer shall fix a date and time for Closing within ten (10) business days. If Buyer requests an extension of the Closing, Seller shall have the sole right to grant Buyer an extension of Closing, for which Buyer shall pay Seller

in advance a per diem fee equal to \$150 or 5/100 of a percent of the Purchase Price herein (.0005 x Purchase Price), whichever is greater. Until Closing, risk of loss to the Property, ordinary wear and tear excepted, shall be borne by Seller. After Closing, such risk shall be borne by Buyer. BUYER SHALL NOT BE GRANTED POSSESSION OR USE OF THE PROPERTY IN ANY MANNER WHATSOEVER UNTIL CLOSING.

**12. LEASES.** All Leases on the Property and the amendments thereto and Lease guarantees, if any, described on Exhibit C are now and at the Closing will be: (a) in full force and effect; (b) have not been modified or amended other than as set forth on Exhibit C; (c) that to the best of Seller's knowledge, Seller is not in default in its obligations as landlord, and that true copies of such Leases have been delivered by Seller to Buyer; (d) no tenant has any right to cancel or terminate its lease as a result of this transaction or by reason of any existing facts known to Seller; (e) no tenant has any right to extend or renew its lease except as indicated in the leases; (f) no tenant is entitled to any concession, rebate, or refund, except as indicated in the leases; (g) none of the Leases have been assigned, pledged, or encumbered except to the holder of the Mortgage, and (h) no claims or litigation exist with regard to any of the Leases.

**13. CONTRACTS.** Subject to the terms and provisions of the agreements described on Exhibit C, there are no other agreements for services or maintenance or repairs of the Property. All other contracts, if any, pertaining to the Property have been terminated prior to the Auction.

#### **14. CLOSING DOCUMENTS.**

**A. DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING.** Seller covenants and agrees to deliver to Closer, who will deliver to Buyer at Closing, the following instruments, properly executed and acknowledged:

(1) A Deed in the form attached as Exhibit B hereto (the "Deed"), properly executed and acknowledged in proper form for recording to convey to Buyer good and indefeasible fee simple title in and to the Real Property and Improvements, if any, subject only to the use restrictions and other conditions therein stated, and further subject to the Permitted Encumbrances;

(2) A Bill of Sale or Assignment conveying to Buyer good and indefeasible title in and to the Personal Property, if any, included in the transaction;

(3) An affidavit regarding Seller's identity for the purposes of Section 1445 of the Internal Revenue Code, if required by Closer;

(4) Evidence satisfactory to the Closer that the person or persons executing the documents at the Closing on behalf of Seller has the full right, power, and authority to do so;

(5) An assignment, in recordable form, of all Leases affecting the Property that were not terminated prior to Closing, together with all original executed Leases;

(6) Such other instruments as are necessary to effectuate the conveyance of the Property to Buyer.

**B. BUYER'S DELIVERABLES AT CLOSING:** Buyer covenants and agrees to deliver to Seller or Closer at Closing the following instruments, properly executed and acknowledged:

(1) The balance of the Purchase Price due and other amounts due per the closing settlement statement prepared by Closer;

(2) A counterpart signature on the Deed properly executed by Buyer and acknowledged in proper form for recording acknowledging Buyer's obligations and covenants in the Deed;

(3) A counterpart signature on the Bill of Sale or Assignment conveying to Buyer good and indefeasible title in and to the Personal Property, if any, included in the transaction;

(4) Evidence satisfactory to the Closer that each person or persons executing the documents at the Closing on behalf of Buyer has the full right, power, and authority to do so;

(5) An assignment and assumption agreement, in recordable form, of all Leases and/or Contracts that were not canceled prior to Closing, if any, affecting the Property; and

(6) Such other instruments as are reasonably required by the Closer to effectuate the conveyance of the Property to Buyer.

Within three (3) business days prior to Closing, Escrow Agent shall prepare and distribute to the parties a settlement statement, setting forth the Total Purchase Price and the costs and expenses to be paid by the parties under this Contract. Seller and Buyer shall approve the settlement statement no later than one (1) business day prior to Closing.

At Closing, Escrow Agent shall:

- 1) Record the Deed and other recordable documents in the public records of Montgomery County and deliver a copy of the recorded documents to Seller and Buyer;
- 2) Pay all costs and expenses of this transaction as set forth on the settlement statement;
- 3) Issue either the pro forma or original Owner's Title Policy, if any; and
- 4) Deliver the Total Purchase Price to Seller, less Seller's Broker's Commission which shall be paid to Seller's Broker directly from Closing proceeds and any Seller's prorations or adjustments made pursuant to this Contract.

**15. SELLER'S OBLIGATIONS.** During the period between the Acceptance Date and the Closing, Seller shall:

(A) Keep the property in normal repair and condition, including making necessary repairs and replacements;

(B) Comply with the terms, conditions, and provision of leases and other contractual arrangements relating to the Property;

(C) Without approval of Buyer, neither negotiate nor enter into any new contract or modify any existing contract affecting the future use or operation of the Property which cannot be terminated or amended, without charge or penalty, on or before Closing;

(D) Operate, manage, and maintain the Property in the usual and customary manner for similar property.

(E) Not, without Buyer's prior written consent, enter into, amend, or terminate any Lease.

**16. NOTICE.** Any notice, demand, request, or other communication required or permitted to be given under this Contract ("Notice") shall be in writing and shall be deemed given: (i) when delivered personally; (ii) when sent by electronic mail to the e-mail address of the party set forth below (with confirmation of transmission); (iii) when sent by facsimile to the facsimile number of the party set forth below (with confirmation of transmission); or (iv) three (3) business days after deposit in the United States Mail, postage prepaid, certified or registered, return receipt requested, addressed to such party at the address set forth below (or to such other address as such party may hereafter designate by Notice given in accordance with this provision).

SELLER: Stacy Whiteley  
Commercial Portfolio Manager  
Exxon Mobil Corporation  
N2.5B  
22777 Springwoods Village Parkway  
Spring, Texas 77389  
(346) 502-7895  
Email: stacy.whiteley@exxonmobil.com

BUYER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**17. BREACH OR FAILURE TO CLOSE.** The parties agree that if Seller has performed Seller's obligations under this Contract, and if at the Closing the Buyer fails to pay the balance of the Purchase Price or to perform any other obligations under this Contract, then Seller may, at Seller's option, either (a) unilaterally cancel and terminate Buyer's right to purchase the Property, including all legal and equitable interest, if any, Buyer may have regarding the Property and Seller shall retain all sums previously paid on the Purchase Price as liquidated damages, or (b) elect to recover from Buyer the actual damages incurred by Seller, including loss of the balance of the Purchase Price, costs of resale, attorney's fees, and such other incidental damages as may be lawfully recovered.

**18. LIMITATION OF REMEDIES.** Buyer agrees that in no event shall Broker or Closer be liable to Buyer for punitive, speculative or consequential damages. The Parties agree that neither shall make a claim for any breach of this contract, for rescission or revocation of acceptance, or for any warranty, misrepresentation, mistake or tort unless such Party first notifies the other Parties in writing of the basis, nature and amount of such Party's claim within one-hundred and eighty (180) days after the date of this Contract, or if Closing occurs, within thirty (30) days after the Closing Date, whichever is earlier; and that any and all claims after such period shall be void as between the Parties. Any request for Arbitration by any Party must be filed within one (1) year after the date of this Contract, and shall be limited to the remedies previously described herein, or if the sale has already closed, Buyer agrees its sole and exclusive remedy, at law or in equity, against Broker or Closer, shall be limited to liquidated damages not to exceed 1% of the Purchase Price herein. The Parties expressly stipulate and agree that it is difficult or impossible to accurately ascertain the amount of damages that might be suffered by Buyer due to any act or omission of Broker or Closer and that the amount of 1% of the Purchase Price is a reasonable estimate of the amount of such damages to Buyer.

**19. GOVERNING LAW:** THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Seller and Buyer hereby irrevocably agree that all actions or proceedings in any way, manner or respect, arising out of or from or related to this Contract shall be litigated in the State of Texas. Each party hereby irrevocably waives any right it may have to transfer or change the venue of any litigation brought against it by the other party in accordance with this Contract.

**20. Waiver of Jury Trial:** Except as prohibited by law, the parties shall, and they hereby do, knowingly, intentionally, voluntarily and irrevocably waive trial by jury in any litigation arising out of, connected with, or relating to this Contract or the relationship created hereby. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.

## **21. SELLER AND BROKER DISCLAIMER.**

**A. BUYER ACKNOWLEDGES AND AGREES THAT SELLER, BROKER, THEIR AFFILIATES, AGENTS, EMPLOYEES, OFFICERS, REPRESENTATIVES OR OWNERS HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, OR GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT THE FOREGOING PERSONS AND ENTITIES HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATION REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS; THAT BUYER HAS NOT RELIED UPON REPRESENTATIONS, WARRANTIES, GUARANTEES OR PROMISES OR UPON ANY STATEMENTS MADE OR ANY INFORMATION PROVIDED CONCERNING THE PROPERTY INCLUDING BUT NOT LIMITED TO ADS, BROCHURES, WEBSITE MATERIALS, SIGNS, MAPS AND SALE DAY COMMENTS AND INSTEAD HAS DETERMINED TO MAKE BUYER'S BID AFTER HAVING MADE AND RELIED SOLELY ON BUYER'S OWN INDEPENDENT INVESTIGATION, INSPECTION, ANALYSIS, AND EVALUATION OF THE PROPERTY AND THE FACTS AND CIRCUMSTANCES RELATED THERETO; AND THAT NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM OR COURSE OF DEALING WITH BUYER. ANY INSPECTIONS, REPORTS, PROPERTY INFORMATION OR SURVEYS MADE AVAILABLE TO BUYER PRIOR TO OR AT THE SALE WERE FOR 'GENERAL INFORMATIONAL PURPOSES' ONLY AND ARE NOT, AND WILL NOT, BE RELIED UPON AS A REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED.**

**B. BUYER HAS BEEN GIVEN A SUFFICIENT OPPORTUNITY TO INSPECT THE PROPERTY, AND TO REVIEW THE BIDDER'S INFORMATION PACKET OR OTHER MATERIALS GIVEN TO BUYER. BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND FINANCIAL ANALYSIS OF THE REVENUE AND EXPENSES THAT MAY BE RECEIVED OR INCURRED IN ARRIVING AT ITS DECISION TO PURCHASE THE PROPERTY. BUYER HAS NOT RELIED UPON ANY SELLING BROCHURES, ADVERTISEMENTS, REPRESENTATIONS, WARRANTIES, STATEMENTS OR ESTIMATES OF ANY NATURE EITHER WRITTEN OR ORAL MADE BY SELLER OR SELLER'S BROKER OR SELLER'S AGENT IN DECIDING TO PURCHASE THE PROPERTY AT THE STATED PRICE AND ACCORDING TO THE TERMS OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION RELATING TO THE DESCRIPTION OR PHYSICAL CONDITION OF PROPERTY, OR THE SIZE OR DIMENSIONS OF THE PROPERTY, OR THE ROOMS THEREIN CONTAINED OR IMPROVEMENTS THEREON OR ANY OTHER PHYSICAL CHARACTERISTICS THEREOF, THE SERVICES TO BE PROVIDED TO PROPERTY OWNERS OR THE ESTIMATED COMMON CHARGES AND ESTIMATED REAL ESTATE TAXES FOR THE PROPERTY, THE RIGHT TO ANY INCOME TAX DEDUCTION FOR ANY REAL ESTATE TAXES OR MORTGAGE INTEREST PAID BY BUYER, OR ANY OTHER DATA.**

**C. ANY FACTUAL INFORMATION SUCH AS PROPERTY DIMENSIONS, SQUARE FOOTAGE, OR SKETCHES SHOWN TO BUYER OR SET FORTH HEREIN ARE OR MAY BE APPROXIMATE AND BUYER REPRESENTS TO SELLER THAT BUYER HAS INSPECTED AND VERIFIED THE FACTS AND INFORMATION PRIOR TO THE EXECUTION OF THIS CONTRACT. NO LIABILITY FOR ANY**

INACCURACIES, ERRORS OR OMISSIONS IS ASSUMED BY SELLER, SELLER'S BROKER OR OTHER AGENTS.

D. THE REAL ESTATE SALESPERSONS AND BROKERS IN THIS TRANSACTION HAVE NO EXPERTISE WITH RESPECT TO ENVIRONMENTAL MATTERS. PROPER INSPECTIONS OF THE PROPERTY BY QUALIFIED EXPERTS ARE AN ABSOLUTE NECESSITY TO DETERMINE WHETHER OR NOT THERE ARE ANY CURRENT OR POTENTIAL ENVIRONMENTAL CONCERNS RELATING TO THE PROPERTY. THE SELLER, REAL ESTATE SALESPERSONS AND SELLER'S BROKERS IN THIS TRANSACTION HAVE NOT MADE, NOR WILL THEY MAKE, ANY REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, REGARDING THE EXISTENCE OR NON-EXISTENCE OF ANY SUCH ENVIRONMENTAL CONCERNS IN OR ON THE PROPERTY. PROBLEMS INVOLVING ENVIRONMENTAL CONCERNS CAN BE EXTREMELY COSTLY TO CORRECT. IT IS THE RESPONSIBILITY OF THE BUYER TO RETAIN QUALIFIED EXPERTS TO DEAL WITH THE DETECTION AND CORRECTION OF SUCH MATTERS.

E. BUYER WAIVES ITS RIGHTS UNDER THE APPLICABLE STATE'S DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AND ALL LAWS THAT GIVE CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS SELECTION, BUYER VOLUNTARILY CONSENTS TO THIS WAIVER.

F. IN THE CASE OF RESIDENTIAL PROPERTIES, SELLER HAS NOT OCCUPIED THE PROPERTY AND HAS NO INFORMATION TO PROVIDE FOR DISCLOSURE. ALL PROPERTIES ARE SOLD "AS IS – WHERE IS" AND BUYER SHOULD HAVE FULLY INSPECTED THE PROPERTY PRIOR TO BIDDING ON. SELLER AND SELLER'S BROKER AND/OR AUCTIONEER HAVE NO KNOWLEDGE OF THE SUBJECT PROPERTY OR ITS FIXTURES OR CONDITION AND ARE NOT RESPONSIBLE FOR SUCH.

## **22. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER.**

A. Seller hereby represents and warrants to Buyer, which representations and warranties shall be deemed made by Seller to Buyer also as of Closing, that:

- 1) Seller is duly authorized and empowered to sell the Property;
- 2) All obligations of Seller arising from the ownership and operation of the Property which accrue prior to Closing, have been paid as they became due or will be paid at or prior to Closing. Except for obligations for which provisions are herein made for proration or other adjustments at Closing, there will be no obligations of Seller with respect to the Property outstanding as of Closing;
- 3) Seller represents and warrants to Buyer that Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA").
- 4) Seller is not aware of any unrecorded liens caused by Seller against the Property which will not be satisfied at Closing; and
- 5) From and after the Effective Date, Seller shall not withdraw, settle, or otherwise compromise any protest or reduction proceeding (if any) affecting real estate taxes assessed against the real estate for any tax year in which the Closing is to occur without the prior written consent of Buyer, which consent shall not be unreasonably withheld;

B. If any representation or warranty in this Contract is known by Buyer, prior to Closing, to be untrue to a material extent or Buyer knows that any covenant has not been performed or is not remedied by Seller prior to Closing except those liens, charges or unpaid bills or expenses that can be remedied by funds paid by Seller at Closing out of the Total Purchase Price, Buyer may as its sole remedy (i) terminate this Contract whereupon the Down Payment and accrued interest, if any, shall be refunded to Buyer, and neither party shall have any

further rights or obligations pursuant to this Contract, or (ii) waive its objections and close the transaction without reduction of the Total Purchase Price.

**23. REPRESENTATION, WARRANTIES, AND COVENANTS OF BUYER.** Buyer represents, warrants, and covenants to Seller as follows:

A. Buyer is a sophisticated purchaser of real property and has reviewed all materials and/or had all materials reviewed by its own experts and consultants;

B. Buyer is purchasing the Property in its "AS-IS and WHERE-IS" condition and "WITH ALL FAULTS" with no warranties, expressed or implied, by Seller as to merchantability, habitability, suitability or fitness for any particular use, which is expressly disclaimed by Seller, it being understood and agreed that Buyer is relying solely on its own inspections, engineering studies and reports, economic and feasibility studies and examinations of the Property and Buyer's own determination of the condition of the Property, that Buyer's inspection of the Property (or waiver thereof) has relieved and shall relieve Seller of any liability to Buyer and Buyer hereby accepts all liability, as between Buyer and Seller, and shall indemnify and hold harmless Seller, Seller's Broker, their affiliates, agents, employees, officers, representatives and owners from and against any claims, liabilities, demands, or actions incident to, resulting from or in any way arising out of this transaction, or the condition, possession, ownership, maintenance or use of the Property and that such indemnity shall survive Closing and not be merged therein; that BUYER'S OPPORTUNITY TO INSPECT OR THE WAIVER THEREOF WAS TAKEN FULLY INTO CONSIDERATION IN DETERMINING THE OFFER MADE HEREIN AND REPRESENTS BUYER'S EXPRESS INTENT TO ACCEPT ALL LIABILITY ATTENDANT THERETO;

C. Buyer has all requisite power and authority to enter into this Contract and to consummate the transaction and perform its obligations contemplated by this Contract and has by proper proceedings duly authorized the execution and delivery of this Contract and the consummation of the transaction and performance of its obligations contemplated hereby;

D. This Contract when executed and delivered by Buyer and Seller, will constitute the valid and binding agreement of Buyer enforceable against Buyer in accordance with its terms;

E. Neither the execution and delivery of this Contract nor the consummation of the transaction contemplated hereby will violate or be in conflict with (i) any applicable provisions of law, or (ii) any order of any court or government agency having jurisdiction over Buyer, or (iii) any agreement or instrument to which Buyer is a party or under which Buyer is bound;

F. There are no actions, suits, claims or other proceedings pending or, to the best of Buyer's knowledge, contemplated or threatened against Buyer that could affect Buyer's ability to perform its obligations under this Contract;

G. Buyer has sufficient funds available and liquid to consummate the Closing of the transaction described in this Contract;

H. From the Effective Date, Buyer covenants to Seller that, in addition to the acts and deeds recited herein and contemplated to be performed, executed, and delivered by Buyer, Buyer shall perform, execute, and deliver or cause to be performed, executed, and delivered at, prior to, or after the Closing, any and all further reasonable acts, deeds, and assurances as Seller or the Escrow Agent may reasonably require in order to consummate the transactions contemplated herein;

I. The execution and delivery of this Contract and the other documents contemplated hereunder will not violate any provision of Buyer's organizational documents or result in the breach or violation of any provision or result in the breach of any note, mortgage, contract, or any other document to which Buyer is a party; and

J. Buyer is not regarded as a “blocked person” on the Treasury Department’s Office of Foreign Asset Control’s list, issued under 31 Code of Federal Regulations, Section 594.

**24. INDEMNIFICATION OF BROKER AND CLOSER.** Seller and Buyer jointly and severally agree to indemnify and hold Closer and Broker harmless against any and all losses, claims, damages or liabilities and expenses, except those resulting from Broker or Closer’s bad faith or gross negligence, including costs of investigation, attorney fees, and disbursements, which may be imposed upon or incurred by Broker or Closer hereunder relative to the performance of their duties related to the Parties or the Property, including without limitation any litigation arising from or in respect of this Contract or the transactions contemplated hereby. Closer and Broker shall not be liable for any error of judgment or for any act done or omitted by them in good faith. Closer and Broker are authorized to act on any document believed by them in good faith to be executed by the proper party or parties, and will incur no liability in so acting. Closer and Broker are in all respects and for all purposes third party beneficiaries of this Contract to the extent that this Contract would entitle them to rights or benefits if they were signatory parties hereto, and each of them is entitled to enforce such rights and benefits, as herein provided, to the same extent they would be entitled if they were such signatory parties.

**25. INTERPRETATION AND EFFECT OF THIS CONTRACT.** The Parties agree this Contract shall be binding upon and inure to the benefit of their heirs, legal representatives and successors; sets forth their understanding and supersedes all previous negotiations, representations and agreements between them and their agents; can only be amended or modified by a written agreement signed by both Parties; no amendment affecting Broker or Closer may be made in the absence of the prior written consent of the affected person; if any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Contract and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract; and furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid or enforceable.

**26. AGENCY DISCLOSURE.** The Parties expressly agree and acknowledge that BROKER REPRESENTS SELLER ONLY, as previously disclosed to both Parties at first contact; that the identity of Broker’s principal, the Seller, was available to the Buyer at all times prior to the auction; that both Parties shall indemnify and hold the other and Broker (unless previously approved in writing by Broker) harmless from any claim for a commission or other compensation of any broker or agent other than Broker purporting to have represented or assisted them.

**27. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT (for Pre-1978 housing only) AND OTHER HAZARDS DISCLOSURES.**

**A. Lead Warning Statement.** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller’s possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**B. Seller’s Disclosure.** As evidenced by Seller’s signature herein, Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**C. Buyer’s Acknowledgment.** As evidenced by Buyer’s signature herein, Buyer has received copies of all information listed above, including the Exhibits attached, and has received a 10-day opportunity prior to the

auction to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, or other property specific issues and/or has **waived** the opportunity to conduct a risk assessment or such inspections.

**D. Agent's Acknowledgment** As evidenced by Broker's name hereon Broker (Agent) has informed the seller of seller's obligations under 42 U.S.C. 4852d and is aware of its responsibility to ensure compliance.

**E. Mold Statement.** There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. The seller, seller's agent, and Auctioneer cannot and does not represent or warrant the absence of mold. It is the buyer's obligation to determine whether a mold problem is present and to remediate such.

**F. Radon Gas Notice.** Pursuant to any applicable statutory requirements, Seller hereby makes, and Buyer hereby acknowledges, the following notification: RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines may have been found in the vicinity of the Property. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**G. Certification of Accuracy.** The Parties have reviewed the information above and hereby certify as evidenced by their signatures herein on the date herein that to the best of their knowledge the information they have provided is true and accurate.

**H. Notice.** Institutional and Fiduciary Sellers (courts, government agencies, banks and trustees) have not occupied the property and have NO information to provide for disclosure. PROPERTIES ARE SOLD 'AS IS - WHERE IS' AND SHOULD BE FULLY INSPECTED PRIOR TO BIDDING ON. SELLER AND BROKER AND/OR AUCTION COMPANY HAVE NO KNOWLEDGE OF THE SUBJECT PROPERTY OR ITS FIXTURES OR CONDITION AND ARE NOT RESPONSIBLE FOR SUCH.

## **28. MISCELLANEOUS.**

- A. GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, THERE SHALL BE NO LIMIT ON A PARTY'S LIABILITY ARISING FROM SUCH PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, OR FOR A PARTY'S LIABILITY TO THIRD PARTIES.**
- B. BUYER WAIVES ITS RIGHTS UNDER THE APPLICABLE STATE'S DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AND ALL LAWS THAT GIVE CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, BUYER VOLUNTARILY CONSENTS TO THIS WAIVER.**
- C. BUYER HEREBY SPECIFICALLY ACKNOWLEDGES THAT BUYER HAS CAREFULLY REVIEWED THIS CONTRACT AND THE DEED AND HAS HAD THE OPPORTUNITY TO DISCUSS ITS IMPORT WITH ITS LEGAL COUNSEL, AND THAT THE PROVISIONS OF THE DEED CONSTITUTE A MATERIAL PART OF THE CONSIDERATION PROVIDED BY BUYER TO INDUCE SELLER TO CONVEY TITLE TO THE PREMISES TO THE BUYER.**

## 29. NOTICE TO NO RIGHTS TO SELLER'S INSURANCE.

A. All of the insurance policies through which the worldwide program of coverage is presently or has previously been provided by or to Exxon Mobil Corporation, its predecessors or affiliates are herein referred to collectively as the "ExxonMobil Policies."

B. Seller and Buyer acknowledge that Exxon Mobil Corporation maintains a worldwide program of property and liability insurance coverage for itself and its affiliates. This program has been designed to achieve a coordinated risk management package for the entire ExxonMobil corporate group. The program consists principally of five types of policies:

(1) Policies issued to Exxon Mobil Corporation or its predecessors;

(2) Policies issued directly to affiliates by ExxonMobil's wholly-owned insurance company, Ancon Insurance Company, Inc., (herein referred to as "ExxonMobil's Captive Insurer");

(3) Policies issued to affiliates by locally admitted insurers which are reinsured by ExxonMobil's Captive Insurer;

(4) Policies issued to affiliates by locally admitted insurers which are self-insured by way of retrospective premiums paid by the relevant affiliate; and

(5) Policies issued in connection with joint ventures (JVs), limited liability companies (LLCs), corporations, production sharing agreements/contracts (PSCs/PSAs), or similar business structures for the affiliates' interest therein, which are insured or reinsured by ExxonMobil's Captive Insurer.

C. It is understood and agreed by Buyer that from and after the Closing:

(1) No insurance coverage shall be provided under the ExxonMobil Policies to Buyer, including any policies insured or reinsured by Ancon Insurance Company, Inc. [or Petroleum Casualty Company] ("Captive[s]");

(2) From and after Closing, Buyer assumes any and all responsibilities for effecting and maintaining insurance in respect to the Property and replacing Captive[s], where applicable;

D. *The terms and conditions of this Section 28 (Notice to No Rights to Seller's Insurance) will survive the Closing and delivery of the Contract.*

**30. WASTE.** After Closing, Buyer shall be identified as the generator of all waste generated by Buyer, including waste generated by Buyer during development or construction of the Property, without reference to Seller Related Parties on the manifests. Buyer or Buyer's consultants or contractors shall sign all manifests necessary under applicable law for waste disposal purposes. Any waste that requires the aforementioned manifest under applicable law shall be disposed of at an appropriately licensed waste disposal facility, in accordance with applicable laws and the requirements of such appropriately licensed waste disposal facility.

**31. RESERVE PRICE/MINIMUM BID OFFERING.** Buyer further acknowledges that this Contract is executed and delivered by Buyer pursuant to an auction conducted on behalf of Seller. In consideration of the following: (a) preserving the integrity of the auction process and assuring that all offers are made in conformity therewith and in reliance thereon; (b) the monies spent by Seller to arrange for the auction; (c) the opportunity of Buyer to bid for the Property; (d) subject to Buyer's signing of this Contract and payment of the Down Payment, and to prohibitions on Seller's sale to Buyer (for example, if Buyer is subject to sanctions issued by Treasury Department); and (e) for other good and valuable consideration, the receipt and adequacy of which is expressly acknowledged by Buyer, including the mutual promises made by each party, this Contract upon execution and delivery by Buyer constitutes an irrevocable offer to purchase by Buyer in accordance with the terms of this Contract, and in the event Seller receives a

**bid that is equal to or greater than such minimum bid stated by the Auctioneer, Seller shall be obligated to accept an offer that is equal to or greater than such minimum bid.**

**In the event the Bid Price is less than the minimum bid (i.e., reserve price) as stated by the Auctioneer, then Buyer's offer to purchase the Property as set forth in this Contract will be taken under consideration by Seller (and Seller will be under no obligation to accept this offer).**

**Under no circumstance may Buyer revoke such an offer prior to 5:00 p.m. local time, (based on the location of the Property) on the fifteenth (15<sup>th</sup>) day following the auction date ("Irrevocable Deadline"). Such offer to purchase shall not be deemed accepted by Seller unless and until the Contract is executed by Seller's duly authorized agent. Notice of Seller's or Seller's duly authorized agent's acceptance or rejection of Buyer's offer under this Paragraph may be delivered in accordance with the Notices provision of this Contract. Seller's failure to notify Buyer, on or before the Irrevocable Deadline, that Seller accepts or rejects Buyer's offer shall constitute Seller's rejection of Buyer's offer.**

**32. EXHIBITS.** All attachments and exhibits to this Contract are incorporated herein for all purposes. The attachments and exhibits are as follows:

- EXHIBIT A – Legal Description
- EXHIBIT B – Seller's Special Warranty Deed
- EXHIBIT C – Leases and Contracts
- EXHIBIT D – Property History
- EXHIBIT E – Seller's Additional Disclosures
- EXHIBIT F – State Auction Requirements

SIGNATURES APPEAR ON NEXT THREE PAGES.

**EXECUTED** on the dates shown by the signatures below, to be effective on the date of the signature on behalf of Seller, which will be the Effective Date ("Effective Date") of this Contract.

**SELLER:**

**EXXON MOBIL CORPORATION**, a New Jersey corporation, formerly known as Exxon Corporation, successor by merger with Humble Oil & Refining Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Agent and Attorney-in-Fact  
Date: \_\_\_\_\_, 2026  
                  ("Effective Date")

SIGNATURE PAGES CONTINUE

SIGNATURE PAGES, CONT.

**BUYER:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2026

SIGNATURE PAGES CONTINUE

SIGNATURE PAGES, CONT.

The Closer, First American Title Insurance Company, executes this Contract to acknowledge receipt of the Down Payment and to evidence its agreement to handle and dispose of the Down Payment and otherwise to perform the duties of the Closer in accordance with the terms and conditions of this Contract.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2026

Exhibit A  
Legal Description  
For the Contract for Sale of Commercial Real Estate at Auction

BEING 5.42 ACRES OF LAND BEING OUT OF AND A PART OF THE RESIDUE OF A 438.00 ACRE TRACT AS DESCRIBED IN VOLUME 587, PAGE 289, DEED RECORDS, AND BEING LOCATED IN THE W.C.R.R. CO. #13 SURVEY A-645, MONTGOMERY COUNTY, TEXAS; SAID 5.42 ACRES BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING; AT A 1" IRON PIPE FOUND IN THE WEST LINE OF THE RESIDUE OF A 15.3 ACRE TRACT RECORDED IN VOLUME 494, PAGE 403, DEEDS RECORDS, FOR THE SOUTHEAST CORNER OF A 7.72 ACRES TRACT RECORDED IN VOLUME 497, PAGE 431, DEED RECORDS AND A 2.13 ACRES TRACT RECORDED IN FILM CODE NO. 973-00-1291, REAL PROPERTY RECORDS, AND BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED 5.42 ACRE TRACT;

THENCE: S 00° 52' 41", 547.49 FEET ALONG THE WEST LINE OF THE ABOVE SAID RESIDUE 15.3 ACRE TRACT AND A 5.231 ACRE TRACT RECORDED IN FILM CODE NO. 528-00-2033, REAL PROPERTY RECORDS TO A 1/2" IRON PIPE FOUND FOR THE LOWER NORTHEAST CORNER OF A 10.3699 ACRE TRACT RECORDED IN FILM CODE NO. 312-00-1391, REAL PROPERTY RECORDS, AND BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED 5.42 ACRE TRACT;

THENCE: S 89° 40' 25" W, 352.34 FEET ALONG A NORTH LINE OF THE ABOVE SAID 10.3699 ACRE TRACT TO A 3" IRON PIPE FOUND FOR THE LOWER SOUTHWEST CORNER OF THE ABOVE SAID 5.42 ARE TRACT;

THENCE: N 00° 53' 13" W, 230.79 FEET ALONG A LINE OF THE ABOVE SAID 10.3699 ACRE TRACT TO A 5/8" IRON ROD SET FOR AN INNER CORNER OF THE ABOVE SAID 5.42 ACRE TRACT;

THENCE: S 89° 38' 00" W, 122.48 FEET ALONG A NORTH LINE OF THE ABOVE SAID 10.3699 ACRE TRACT TO A PK NAIL SET IN COON HOLLOW ROAD BEING THE NORTHWEST CORNER OF THE ABOVE SAID 10.3699 ACRE TRACT FROM WHICH A 5/8" IRON ROD SET FOR REFERENCE BRS. N 89° 38' 00" E, 14.59 FEET;

THENCE: N 00° 42' 26" W, 336.28 FEET ALONG COON HOLLOW ROAD TO A PK NAIL SET FOR THE SOUTHWEST CORNER OF THE ABOVE SAID 2.13 ACRE TRACT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED 5.42 ACRE TRACT FROM WHICH A 5/8" IRON ROD SET FOR REFERENCE BRS. S 87° 58' 19" E, 20.00 FEET;

THENCE; S 87° 58' 19" E, 474.44 FEET ALONG THE SOUTH LINE OF THE ABOVE SAID 2.13 ACRE TRACT TO THE PLACE OF BEGINNING AND CONTAINING 5.42 ACRES TO LAND.

Buyer Initials

\_\_\_\_\_

Exhibit B  
For the Contract for Sale of Commercial Real Estate at Auction

Seller's Special Warranty Deed

Prepared by:

Exxon Mobil Corporation Law Department  
22777 Springwoods Village Parkway  
Spring, Texas 77389

Return to:

**SPECIAL WARRANTY DEED**

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

DATE: \_\_\_\_\_, 2026

GRANTOR: **EXXON MOBIL CORPORATION**, a New Jersey corporation, formerly known as Exxon Corporation, successor by merger with Humble Oil & Refining Company

GRANTOR'S MAILING ADDRESS:

22777 Springwoods Village Parkway  
Spring, Texas 77389

GRANTEE:

GRANTEE'S MAILING ADDRESS:

Consideration: \$10.00 cash and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property: The surface estate of all that certain tract or parcel of land totaling 5.42 acres, more or less, located in Conroe, county of Montgomery, state of Texas, being more particularly described on **Appendix "1"** attached hereto and incorporated herein, together with all improvements, structures, and fixtures, if any, located in, on, or under the Property, and with all of Grantor's rights, titles, licenses, privileges, hereditaments, and appurtenances, if any, inuring to the benefit of the land including, without limitation, all right, title, and interest of Grantor in and to adjacent streets, alleys, or rights-of-way, strips and gores, as well as all easements, if any, benefiting and/or burdening the land, subject to the Reservations from and Exceptions to Conveyance and Warranty herein (collectively, the "Property").

## **Reservations from and Exceptions to Conveyance and Warranty:**

1. **Prior History.** Grantor discloses and Grantee acknowledges that the Property (i) has been used for commercial purposes including the storage of oil field chemicals and other chemicals or derivatives, and that the environment, including but not limited to, soil and sub-soil of the Property, and the soil, air, land, groundwater, and water on, under, near, or adjacent thereto, and drains, sewers, pipes, water courses, and water tables at, on, under, or in the vicinity of the Property may contain or have been contaminated or impacted by oil field chemicals and other chemicals, or other contamination, (ii) may, in various locations contain, without limitation, active, inactive, and/or abandoned Class II nonhazardous waste landfill cells, wells, ponds, related equipment, and other structures or facilities, and (iii) historical operations included storage, handling, and processing of petroleum products and related materials, including above-ground storage tanks, gathering lines, and associated facilities.

2. **Permitted Encumbrances.** Any and all (i) valid and subsisting easements, rights-of-way, conditions, covenants, restrictions, reservations, exceptions, and other encumbrances of record; (ii) all building and land use ordinances, laws, regulations, and restrictions by municipal or other governmental authority applicable to the Property; and (iii) any other rights in or encumbrances on the Property which are evident by a physical inspection of the Property.

3. **Taxes.** Taxes and assessments for the current year are prorated as of the Effective Date above, and Grantee assumes the payment of all taxes and assessments after the Effective Date, including, but not limited to, all subsequent assessments for prior years due to a change in ownership, zoning, or land usage.

4. **Survey.** Any and all matters shown on that plat of survey dated March 23, 2005, completed by Joe A. McDaniel of McDaniel Surveying Company, RLS #4081, File No. M84524.

5. **Use Restrictions, Institutional Controls and Engineering Controls.** The following Use Restrictions (defined below) are established and shall permanently apply to the Property:

(i) **No Residential or, Sensitive Use.** The Property may not be used for any “residential” or “sensitive” construction, development, use, or purpose, which shall without limitation be interpreted to mean and include a prohibition against use for single- or multi-family residences, residences for children, the elderly, or the infirm, churches and places of worship, schools, nurseries and other pre-school facilities, nursing or convalescent homes, hospitals, health clinics, or other medical facilities, day care facilities, playgrounds, recreational parks, hotels, motels, bed and breakfasts, parks. **Use of the Property is restricted to commercial use. Grantee is responsible for ensuring commercial use criteria is achieved, per all applicable federal, state and local standards and laws.** Grantee shall have the right to request a modification, evaluation and consideration by Seller to reduce and/or eliminate this restriction once Grantee has demonstrated the site meets residential standards per the Texas Commission on Environmental Quality, or any other applicable standards.

(ii) **Limited Agricultural Use.** The Property may not be used for agricultural purposes, except for grazing and non-consumable agricultural activities. Any consumable agricultural use is prohibited. The Owner shall be solely responsible for determining and ensuring that soil conditions are suitable for any permitted use.

(iii) **No Subsurface Use.** Excavation of the subsurface of the Property for development or construction of underground parking, basements, or sub-structures (other than foundations and footings) is prohibited. Excavation of the subsurface of the Property for storage spaces and utility conduits where hydrocarbon vapors may accumulate is prohibited. Notwithstanding the foregoing,

existing subsurface utility conduits are permitted, and new subsurface utilities are allowed only if installed in vapor tight conduit in accordance with the then-present commercially reasonable industry standards and practices. Grantee is responsible for proper handling, disposal, and costs associated with contaminated soil or groundwater generated during its construction or any regulatory requirements resulting therefrom.

B. Engineering and Institutional Control Restrictions. The Property is subject to the following engineering and institutional controls:

(i) Impervious Liners or Vapor Barriers. Use of appropriately engineered impervious liners or vapor barriers is required, if recommended by certified Civil Engineer as part of development. Grantee must use appropriately engineered impervious liners or vapor barriers designed, constructed, and maintained to prevent the migration of hydrocarbon vapors or liquids, if any, from the soil to the interior of any structures, underground utilities, or storm water retention/detention ponds, including without limitation, sealed sumps and storm or storm pond liners constructed at or on the Property for protection of human health. Such barrier or liner must be installed by a licensed contractor experienced in the installation of such barriers or liners. In addition, Grantee must maintain the barrier or liner so that it remains as an effective barrier or liner. The barrier or liner must be of the appropriate strength and quality and at an appropriate level beneath ground level. Such installation must be performed in accordance with all applicable laws and in accordance with the highest industry standards to protect human health and safety. Liner may not be required if demonstrated Vapor Intrusion Pathway is incomplete per applicable regulatory criteria for surface soils and soil gas.

(v) Engineer Approval and Permitting. Grantee shall be required to engage a professional environmental engineer to advise and design engineering controls for any development work on the site. Grantee shall be responsible for any and all environmental regulatory and permitting requirements to achieve any development objectives and future use requirements.

Grantee responsible for contaminated soil or groundwater generated during construction and is responsible for new releases.

## 6. Rights of Access and Negotiation.

A. *Access Rights.* Notwithstanding anything to the contrary contained herein and without limiting the breadth and scope of Grantee Obligations (defined below) in any way, Grantor excepts herefrom and reserves to itself and its successors and assigns the right of reasonable access to, and ingress and egress to and from, the Property ("Access Rights"), at no cost or expense to Grantor, in the event Grantor is required by any governmental agency or regulatory or judicial authority, whether federal, state, or local, to investigate the condition of the Property. Such Access Rights shall inure to the benefit of Grantor and its affiliates and their respective employees, agents, and contractors.

B. *Right to Negotiate.* In the event Grantor is required by any governmental agency or regulatory or judicial authority, whether federal, state, or local, to investigate the condition of the Property, Grantor reserves and shall have the sole and exclusive option and right, but shall not be obligated, to negotiate, compromise, or settle with, and to litigate against, such agency or authority on Grantor's behalf any and all issues regarding (i) the nature, scope, duration, timing, and extent of such investigation and remedial activities proposed or required of Grantor by such agency or authority, (ii) any remediation plans, (iii) any requirements or orders of such agency or authority, and (iv) the completion or termination of investigation and/or remediation efforts by Grantor. Grantor is not authorized or obligated to negotiate, compromise, settle, or litigate on Grantee's or any future occupant's or owner's behalf.

C. The Access Rights and rights to negotiate reserved by Grantor contained in Subsections 6.A and 6.B above are referred to as “Access and Negotiation Rights.” The term “Activity and Use Restrictions and Access Rights” shall mean and refer to the Activity and Use Restrictions and Access and Negotiations Rights, collectively.

7. **Activity and Use Restrictions and Access Rights Run with the Land.** The Activity and Use Restrictions and Access Rights shall run with the land, are binding on Grantor and Grantee and all their successors and assigns, as well as all future occupants and owners of the Property, and shall be recognized in, and survive, all subsequent sales, transfers, leases, assignments, or other conveyances, in whole or part, of the Property. The Activity and Use Restrictions and Access Rights shall be included in all deeds or other instruments associated with any subsequent sale, transfer, lease, assignment, or other conveyance, in whole or in part, of the Property, and the failure to include the Activity and Use Restrictions and Access Rights in any future deeds or instruments shall in no way limit or impair the validity of the Activity and Use Restrictions and Access Rights. The Activity and Use Restrictions and Access Rights will remain effective and in force permanently unless and until waived in writing by Grantor, in its sole discretion.

8. **Oil, Gas, and Other Mineral Reservation; Waiver of Surface Use; Reservation of Subsurface Drilling Rights.** Grantor excepts herefrom and reserves unto itself, its affiliates, their successors and assigns, and predecessors in title in accordance with its or their respective interests of record, all oil, gas, and other minerals of every character in, on, or under the Property, but Grantor on behalf of itself, its successors and assigns, and its predecessors in title, to the extent Grantor has the right to bind such predecessors, and in exercise of its executive leasing rights does hereby forever release and relinquish its right to enter upon and use the surface of said Property for exploring and drilling for and producing and mining such oil, gas, and other minerals; provided that Grantor shall have and hereby reserves on its behalf and its affiliates, successors and assigns the right to drill under and through the subsurface of the Property below the depth of one hundred feet (100') from the surface thereof by a well or wells located on the surface of land outside the boundaries of the Property conveyed hereby, and the right to pool and combine such Property, in whole or in part, with other land for the purpose of exploring and drilling for and producing and mining such minerals by virtue of operations conducted on such other lands, but not the Property conveyed hereby.

9. **“AS-IS” Conveyance; No Warranties.** As a material part of the Consideration for this Special Warranty Deed, Grantor and Grantee acknowledge and agree that Grantee is taking the Property **“AS-IS, WHERE-IS, AND WITH ALL FAULTS,”** with any and all latent and patent defects, and that there is **NO WARRANTY OR REPRESENTATION BY GRANTOR (OTHER THAN THE WARRANTY OF TITLE), AND GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, SUITABILITY, HABITABILITY, NON-INFRINGEMENT, AND FINANCIAL VALUE. FURTHER, GRANTEE WAIVES ANY AND ALL CLAIMS (AS DEFINED IN SECTION 12 BELOW) ARISING FROM OR RELATED TO THE AS-IS CONDITION OF THE PROPERTY.** Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, agreement, inducement, or other assertion with respect to the condition of the Property (to include, without limitation, the environmental or physical condition), but is relying solely on Grantee’s examination of the Property. Further, Grantee acknowledges and stipulates that it has had access to the Property to conduct its own investigation and assessment, and is well aware of the condition of the Property.

10. **Release, Covenant Not to Sue, and Indemnity.** Grantee, for itself and its successors and assigns (i) agrees and **covenants not to sue** Grantor Related Parties (as defined in Section 12) for any and all Claims (as defined in Section 12), and (ii) agrees to **acquit, release, and forever discharge and to indemnify, defend, and hold harmless** Grantor Related Parties from any and all Claims, in both cases (i) and (ii), that arise out of or relate to, in any way, the condition, ownership, use, maintenance, or operation of the Property at any time, whether before, on, or after the Effective Date, no matter how or when caused, whether known or unknown, that are asserted or made by any person or entity, whether public or private, under any Law (as defined in Section 12). Any and all Claims not herein released or discharged by Grantee are hereby **irrevocably and without recourse assigned and transferred in full** to Grantor.

11. **Assumption of Responsibility.** Grantee, for itself and its successors and assigns, assumes, undertakes, and accepts any and all responsibilities, obligations, risks, and liabilities, if any, for (i) the environmental and/or physical condition of the Property whether existing, created, or set in place before, on, or after the Effective Date, whether known or unknown, no matter how or when caused, whether based on past, present, or future conditions, operations, activities, or events arising under or related to any Law; and (ii) the assessment, characterization, remediation, removal, transportation, disposal, treatment, or other disposition of any and all pollutants, contaminants, wastes, materials, and substances in, on, or under the Property or which are related to or arising from the Property at any time, whether before, on, or after the Effective Date, whether hazardous or not, that is or may be required under any Law; and (iii) without in any way limiting the breadth or scope of the foregoing sub-clauses (i) and (ii), those prior uses and site conditions identified in Section 1 above.

12. **Definitions.** As used herein, the following terms have the meanings described below:

**“Grantor Related Parties”** means, collectively, Grantor, and each of its respective parents, affiliates, subsidiaries, employees, officers, directors, and agents, and all their respective representatives, successors, and assigns.

**“Claims”** means any and all losses, damages, claims, demands, liabilities, suits, causes of action, cross-claims, or counterclaims; any and all rights of contribution, subrogation, indemnity, or reimbursement; any and all liens, payments, penalties or fines (civil or criminal), or taxes; and any and all expenses, costs, or fees, to include without limitation and by way of example only, attorneys’ and expert witness fees and court costs, civil or criminal penalties or fines, taxes, and any other charges of any kind or nature whatsoever.

**“Law”** means any statute, law, rule, regulation, or ordinance, whether federal, state, or local, whether at law or equity, whether by statute, common law, administrative, or regulatory proceeding or otherwise, whether based on the negligence, gross negligence, strict liability, willful misconduct, or other conduct of any party hereto or otherwise, to include without limitation and by way of example only, the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Safe Drinking Water Act, and the Clean Water Act, or similar or counterpart state statutes.

The release and indemnity and assumption of responsibility obligations, as set forth in Sections 10 and 11 above are hereinafter referred collectively as **“Grantee Obligations.”**

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, and subject to and conditioned upon Grantee’s acceptance and agreement to undertake the Grantee Obligations as set forth above, grants, bargains, 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 its successors and assigns forever. Grantor binds Grantor and its successors and assigns to warrant and forever defend title to the Property unto Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to (i) the Reservations from and Exceptions to Conveyance and Warranty, and (ii) Grantee Obligations, when the claim is by, through, or under Grantor but not otherwise.

The parties acknowledge and agree that (i) the recitals set forth above are incorporated herein for all purposes, (ii) the captions beside the numbered paragraphs of this instrument are for convenience only and will not limit, enlarge, modify, or otherwise affect this Special Warranty Deed, and (iii) when the context requires, singular nouns and pronouns include the plural.

Grantee and Grantor acknowledge and agree that the reservations, covenants, restrictions, and obligations contained in the Reservations from and Exceptions to Conveyance and Warranty, the Use Restrictions, and Grantee Obligations, as set forth in this Special Warranty Deed (i) are reasonable in their purpose, (ii) touch and concern the Property, (iii) are covenants running with the land making up the Property, and (iv) shall be binding on Grantee, and its successors-in-interest, successors-in-title, and assigns, forever.

For purposes of this Special Warranty Deed, the Effective Date hereof will be the date and time this Deed has been executed by both parties ("Effective Date").

*[Signature pages follow.]*

IN WITNESS WHEREOF, Grantor's duly authorized representative hereby executes this Special Warranty Deed.

**GRANTOR:**

**EXXON MOBIL CORPORATION**, a New Jersey corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Agent and Attorney-in-Fact

STATE OF TEXAS           §

§

COUNTY OF HARRIS       §

This instrument was acknowledged before me on \_\_\_\_\_, 2026, by \_\_\_\_\_, as Agent and Attorney-In-Fact of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

Notary ID# \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SIGNATURE PAGES CONTINUE

IN WITNESS WHEREOF, Grantee joins in the execution hereof to evidence that it acknowledges and agrees to be bound by the terms and conditions set forth herein, including, without limitation, the Grantee Obligations, all of which are binding upon Grantee, its successors and assigns.

**GRANTEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Notary ID# \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
For the Special Warranty Deed

**PROPERTY DESCRIPTION**

BEING 5.42 ACRES OF LAND BEING OUT OF AND A PART OF THE RESIDUE OF A 438.00 ACRE TRACT AS DESCRIBED IN VOLUME 587, PAGE 289, DEED RECORDS, AND BEING LOCATED IN THE W.C.R.R. CO. #13 SURVEY A-645, MONTGOMERY COUNTY, TEXAS; SAID 5.42 ACRES BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING; AT A 1" IRON PIPE FOUND IN THE WEST LINE OF THE RESIDUE OF A 15.3 ACRE TRACT RECORDED IN VOLUME 494, PAGE 403, DEEDS RECORDS, FOR THE SOUTHEAST CORNER OF A 7.72 ACRES TRACT RECORDED IN VOLUME 497, PAGE 431, DEED RECORDS AND A 2.13 ACRES TRACT RECORDED IN FILM CODE NO. 973-00-1291, REAL PROPERTY RECORDS, AND BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED 5.42 ACRE TRACT;

THENCE: S 00° 52' 41", 547.49 FEET ALONG THE WEST LINE OF THE ABOVE SAID RESIDUE 15.3 ACRE TRACT AND A 5.231 ACRE TRACT RECORDED IN FILM CODE NO. 528-00-2033, REAL PROPERTY RECORDS TO A 1/2" IRON PIPE FOUND FOR THE LOWER NORTHEAST CORNER OF A 10.3699 ACRE TRACT RECORDED IN FILM CODE NO. 312-00-1391, REAL PROPERTY RECORDS, AND BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED 5.42 ACRE TRACT;

THENCE: S 89° 40' 25" W, 352.34 FEET ALONG A NORTH LINE OF THE ABOVE SAID 10.3699 ACRE TRACT TO A 3" IRON PIPE FOUND FOR THE LOWER SOUTHWEST CORNER OF THE ABOVE SAID 5.42 ARE TRACT;

THENCE: N 00° 53' 13" W, 230.79 FEET ALONG A LINE OF THE ABOVE SAID 10.3699 ACRE TRACT TO A 5/8" IRON ROD SET FOR AN INNER CORNER OF THE ABOVE SAID 5.42 ACRE TRACT;

THENCE: S 89° 38' 00" W, 122.48 FEET ALONG A NORTH LINE OF THE ABOVE SAID 10.3699 ACRE TRACT TO A PK NAIL SET IN COON HOLLOW ROAD BEING THE NORTHWEST CORNER OF THE ABOVE SAID 10.3699 ACRE TRACT FROM WHICH A 5/8" IRON ROD SET FOR REFERENCE BRS. N 89° 38' 00" E, 14.59 FEET;

THENCE: N 00° 42' 26" W, 336.28 FEET ALONG COON HOLLOW ROAD TO A PK NAIL SET FOR THE SOUTHWEST CORNER OF THE ABOVE SAID 2.13 ACRE TRACT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED 5.42 ACRE TRACT FROM WHICH A 5/8" IRON ROD SET FOR REFERENCE BRS. S 87° 58' 19" E, 20.00 FEET;

THENCE; S 87° 58' 19" E, 474.44 FEET ALONG THE SOUTH LINE OF THE ABOVE SAID 2.13 ACRE TRACT TO THE PLACE OF BEGINNING AND CONTAINING 5.42 ACRES TO LAND.

Exhibit C  
Contracts and Leases  
For the Contract for Sale of Commercial Real Estate at Auction

**NONE**

Exhibit D  
Property History  
For the Contract for Sale of Commercial Real Estate at Auction

Grantor discloses and Grantee acknowledges that the Property (i) has been used for commercial purposes including the storage of oil field chemicals and other chemicals or derivatives, and that the environment, including but not limited to, soil and sub-soil of the Property, and the soil, air, land, groundwater, and water on, under, near, or adjacent thereto, and drains, sewers, pipes, water courses, and water tables at, on, under, or in the vicinity of the Property may contain or have been contaminated or impacted by oil field chemicals and other chemicals, or other contamination, (ii) may, in various locations contain, without limitation, active, inactive, and/or abandoned Class II nonhazardous waste landfill cells, wells, ponds, related equipment, and other structures or facilities, and (iii) historical operations included storage, handling, and processing of petroleum products and related materials, including above-ground storage tanks, gathering lines, and associated facilities.

Buyer Initials

\_\_\_\_\_

Exhibit E  
Seller's Additional Disclosures  
For the Contract for Sale of Commercial Real Estate at Auction

In addition to the mandatory disclosures provided in Section 4 and as obtained by Buyer through its own inspections, Seller provides the following disclosures:

**None**

**List of Due Diligence Materials Provided in Virtual Data Room:**

Coon Hollow (Conroe, TX) More Options

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<input type="checkbox"/>	Name	#	Size	Last modified	Creator
<input type="checkbox"/>	WellandPipelineHistory_032423.xlsx		7 MB	03/24/2026 S. Whit...	S. Whiteley
<input type="checkbox"/>	T-7 Commitment for Title Ins (1-3-14)-N.PDF		358 KB	10:41AM S. Whiteley	S. Whiteley
<input type="checkbox"/>	PSA_042505.pdf		428 KB	03/24/2026 S. Whit...	S. Whiteley
<input type="checkbox"/>	Legal Description and Depiction.pdf		74 KB	03/24/2026 S. Whit...	S. Whiteley
<input type="checkbox"/>	HistoricalImagery_032423.docx		7 MB	03/24/2026 S. Whit...	S. Whiteley
<input type="checkbox"/>	Deed_071605.pdf		201 KB	03/24/2026 S. Whit...	S. Whiteley
<input type="checkbox"/>	DataTree Report 2022 - COON_HOLLOW_RDTX77308.pdf		94 KB	03/24/2026 S. Whit...	S. Whiteley
<input type="checkbox"/>	Coon Hollow Rd_EEP_07062023.pdf		2 MB	03/24/2026 S. Whit...	S. Whiteley
<input type="checkbox"/>	AerialPhoto_032423.PNG		2 MB	03/24/2026 S. Whit...	S. Whiteley
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Buyer Initials

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