

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (“*Agreement*”) is made as of this ____ day of January, 2023 (the “*Effective Date*”), between the City of Bastrop, a Texas home rule municipal corporation (“*Seller*”), and Capstick Development Group, Ltd., a Texas limited partnership (“*Buyer*”), with reference to the following facts:

Seller is the owner of those certain parcels of real property located in Bastrop County, Texas, the legal description of which is attached hereto as **Exhibit A** (the “*Land*”). Seller will sell to Buyer, and Buyer will buy from Seller, upon the terms and conditions set forth herein, the Property (as defined below).

A G R E E M E N T

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and the mutual covenants herein contained, Buyer and Seller hereby agree as follows:

1. Property Description. Seller shall sell and convey to Buyer, and Buyer shall purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, the following (collectively, the “*Property*”):

1.1. Real Property. The Land, together with any buildings, easements, appurtenances, rights, privileges, reversionary interests and improvements thereunto belonging or appurtenant to the Land (including, without limitation, all mineral, oil and gas and other subsurface rights, development rights, air rights and water rights); all right, title and interest of Seller in and to all alleys, strips or gores of land, if any, lying adjacent to the Land; all rights to utilities serving the Property; all right, title and interest of Seller in and to all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Land.

1.2. Items of Personal Property Included. All personal property, if any, used by Seller in connection with the Property.

1.3. Contracts. All of Seller’s rights in service contracts or other contracts pertaining to the Land and improvements located thereon. All agreements in the nature of leases, subleases, rental contracts, occupancy agreements, licenses, permits, franchises, concessions and other agreements relating to the use or occupancy of the Property.

1.4. Other. All intangible property owned by Seller and used in connection with the Property, including any naming rights associated with the Property, any goodwill related thereto, the plans and specifications and other architectural and engineering drawings for the Improvements, if any (to the extent assignable without cost to Seller); bonds, warranties or guaranties, with respect to which the Seller shall provide all required notices and pay any assignment or transfer fee; and governmental permits, approvals and licenses, if any.

2. Purchase Price.

2.1. As of Closing. The purchase price to be paid by Buyer to Seller for the Property is equal to the total of Initial Amount and the Reimbursement Amount as provided herein (the “*Purchase Price*”). The initial payment to be paid at Closing shall be equal to Eight Hundred Fifty Thousand and No/100 Dollars (\$850,000.00) (the “*Initial Amount*”).

2.2. Post-Closing. Prior to the expiration of the Feasibility Period (defined below) Buyer and Seller shall mutually agree to the terms of a post-closing agreement (the “**Post-Closing Agreement**”) pursuant to which Buyer shall agree to reimburse Seller for up to Nine Hundred Thousand and No/100 (\$900,000.00) of expenses associated with the Seller’s acquisition of the Property. If the parties fail to agree to the Post-Closing Agreement prior to the expiration of the Feasibility Period, the Buyer shall be deemed to have terminated this Agreement in accordance with Section 7.3. The parties agree to work in good faith to agree to the terms of the Post-Closing Agreement as soon as possible following the Effective Date. The amount to be paid to Seller under the Post-Closing Agreement is referred to herein as the “**Reimbursement Amount**”.

3. Payment of Purchase Price. The Purchase Price shall be payable to Seller, as follows:

3.1. Earnest Money Deposit. Within three (3) business days following the Effective Date, Buyer shall open escrow with Stewart Title of Austin, LLC (“**Escrow Agent**”), by depositing with Escrow Agent a copy of this Agreement and One Hundred Thousand and No/100 Dollars (\$100,000.00) (the “**Earnest Money Deposit**”). One Hundred and No/100 Dollars (\$100.00) of the Earnest Money Deposit shall be deemed independent contract consideration for Seller’s entering into this Agreement and granting Buyer the right to inspect and evaluate the Property during the Feasibility Period. The Earnest Money Deposit shall be applied against the Purchase Price if Closing (defined below) occurs. The Earnest Money Deposit shall be held in an interest bearing account by Escrow Agent. Interest on the Earnest Money Deposit shall be for the benefit of whichever party is entitled to the Earnest Money Deposit at Closing or other termination of this Agreement.

3.2. Cash to Close. On the Closing Date (as defined below), Buyer shall deposit with Escrow Agent the balance of the Purchase Price (after deduction of the Earnest Money Deposit).

4. Closing Date. “**Closing**” shall occur when the deed to Buyer is recorded and the Purchase Price is delivered to the Escrow Agent for delivery to Seller. The Closing shall be held at the offices of the Escrow Agent within ninety (90) days after Buyer delivers the Notice of Intent to Close (the “**Closing Date**”).

5. Title and Survey Matters.

5.1. Title Commitment. Within ten (10) business days after the Effective Date, Buyer will obtain (a) a commitment for an owner’s extended title insurance policy issued by Fidelity National Title Insurance Company through the office of Stewart Title of Austin, LLC (the “**Title Company**”) describing the Property, showing all matters pertaining to the Property, listing Buyer as the prospective named insured and showing as the policy amount the total Purchase Price (the “**Title Commitment**”) and (b) legible copies of all exceptions referenced therein (the “**Title Documents**”).

5.2. Title Review. Within ten (10) days after receipt of the Title Commitment, the Title Documents and Survey (defined below), Buyer shall review the Title Commitment, Title Documents and the Survey, and notify Seller in writing of any exceptions to title to which Buyer objects. If Buyer fails to notify Seller of such objections within said ten (10) day period, Buyer shall be deemed to have waived any objection and accepted all exceptions. Subject to the terms of this Section 5.2, prior to the Closing Date, Seller shall use reasonable efforts to cause removal of all exceptions so objected to by Buyer. Seller shall notify Buyer within five (5) business days after Seller’s receipt of Buyer’s objections whether or not Seller will be able to cure Buyer’s objections. If Seller notifies Buyer that Seller will not be able to remove an exception (other than any monetary lien, which Seller shall be obligated to remove) or cure an objection, then, within five (5) business days after Buyer’s receipt of such notice from Seller, or prior to the Closing

Date, whichever is earlier, Buyer shall notify Seller either that Buyer (i) waives the objection to such exception and accepts such title as Seller is willing to convey, or (ii) terminates this Agreement, in which event Escrow Agent shall return the Earnest Money Deposit to Buyer and neither party shall have any further rights or obligations under this Agreement (except for the indemnity contained in **Section 7.1**).

If after the expiration of the Feasibility Period, Title Company discovers the need to amend or add any exception to the Title Commitment (whether as a result of receipt of the Updated Survey or otherwise), Title Company will notify Buyer and Seller immediately. Within five (5) business days after notice from Title Company, together with a copy of such intervening lien or matter, Buyer shall notify Seller in writing of any objections thereto, and Buyer's rights hereunder to object and terminate shall be as set forth above in this **Section 5**. If Buyer fails to notify Seller of such objection within such five (5) business-day period, Buyer shall be deemed to have waived any objection and accepted all such exceptions. Prior to the Closing Date, Seller shall cause removal of all exceptions so objected to by Buyer. Any and all exceptions that Buyer does not timely object to in writing, or subsequently waives objection to, shall be referred to hereinafter as the "*Permitted Exceptions*."

5.3. Title Policy. Buyer shall receive at Closing, an ALTA owner's title insurance policy issued by the Title Company in the form promulgated in the state in which the Property is located (the "*Title Policy*"). The Title Policy shall be issued in the amount of the total Purchase Price and shall insure fee simple, indefeasible title to the Property in Buyer, subject only to the Permitted Exceptions. To the extent necessary, Seller will cooperate with Buyer for Buyer to obtain such endorsements to the Title Policy as Buyer may request.

5.4. Updated Survey. Promptly after the Effective Date, Buyer may, at Buyer's sole election, obtain a current ALTA survey of the Property prepared by a licensed or registered surveyor (the "*Survey*"), and shall deliver a copy of the Survey to Seller and the Escrow Agent.

6. Feasibility Period Defined. As used herein, the term "*Feasibility Period*" means period commencing on the Effective Date and ending ninety (90) days thereafter; provided, that the parties may by mutual written agreement extend the Feasibility Period to one hundred twenty days (120).

7. Conditions to Buyer's Obligations.

7.1. Inspection. Buyer and its employees and agents shall have the right and permission from the date of this Agreement through the Closing Date (or earlier termination of this Agreement) to enter upon the Property or any part thereof at all reasonable times and from time to time for the purpose, at Buyer's cost and expense, of making all soil and other tests or studies under the provisions of this Agreement and to otherwise show the Property to prospective investors or tenants.

7.1.1. Buyer shall keep the Property free of any liens and shall restore the Property to substantially its original condition after conducting any Inspections, provided the foregoing shall not require Buyer to repair or remediate any pre-existing conditions that are discovered by Buyer. Further, Buyer shall cause those entering the Property on its behalf to maintain commercial general liability (occurrence) insurance in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) covering any accident arising in connection with the presence or activities of Buyer or the other authorized employees, agents and contractors on the Property, and upon written request of Seller, deliver to Seller a certificate of insurance verifying such coverage prior to entry upon the Property.

7.1.2. Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against any and all claims, judgments, damages, losses, penalties, fines, demands, liabilities, encumbrances, liens, costs and expenses (including reasonable attorneys' fees) actually suffered or incurred

by Seller and to the extent arising out of or resulting from damage or injury to persons or property caused by Buyer's or its authorized representatives' negligence or willful misconduct during their investigation of, entry onto and/or inspections of the Property (except those arising from a pre-existing condition on or about the Property or caused by the negligent or willful acts of Seller, its agents, invitees, employees, tenants or contractors and expressly excluding any consequential, special or punitive losses or damages or losses for diminution in value of the Property resulting solely from the findings of Buyer's review and investigations contemplated hereunder). Notwithstanding anything herein to the contrary, the foregoing indemnity shall not be applicable to the mere discovery of a pre-existing condition on the Property. The foregoing indemnity shall survive Closing or termination of this Agreement.

7.2. Satisfaction of Conditions. Buyer's obligation to purchase the Property shall be subject to and contingent upon the satisfaction or waiver by Buyer of the conditions set forth below, prior to the end of the Feasibility Period:

7.2.1. Due Diligence Deliveries. As of the Effective Date, Seller shall have made available for inspection by Buyer the following documents to the extent any of the same are in Seller's actual possession or control: (i) Copy of all leases, licenses and amendments thereto; (ii) Copy of the most recent and year-to-date operating and financial statements for the Property; (iii) Legal description of the Property; (iv) Copy of the existing title policy; (v) Any service or operating contracts; (vi) Any existing survey; (vii) Architectural and engineering drawings; (viii) Current real estate tax bills; (ix) A list of security deposits; (x) Copy of existing physical, environmental or other engineering reports; (xi) Copy of warranties and guarantees; (xii) Copies of all correspondence and other information relative to violations of law or insurance requirements; (xiii) Copy of certificates of occupancy or compliance or other permits in Seller's possession applicable to the Property; (xiv) Aerials, topographic information, soil reports, appraisals and property conditions assessments; (xv) Historical financial statements, capital expenditure history, description of capital needs/deferred maintenance and historical expense reimbursement reconciliations; (xvi) Tenant sales reports and tenant financial statements; and (xvii) A list of personal property. Upon further request by Buyer, Seller shall also promptly deliver to Buyer such further non-proprietary due diligence documentation reasonably requested by Buyer that is related to the condition of the Property and/or its operation and that is within Seller's possession and control.

7.2.2. Contracts. Buyer shall notify Seller prior to the expiration of the Feasibility Period whether it wishes and is able to assume as of Closing all of the contracts and agreements delivered to Buyer pursuant to **Section 7.2.1** that have terms extending beyond Closing.

7.3. Buyer's Notice to Proceed. Buyer shall determine during the Feasibility Period whether Buyer desires to move forward with the development of the Property and seek Approvals (defined below) If Buyer elects to move forward, Buyer shall send Seller a written notice of Buyer's intent to proceed ("***Notice to Proceed***") to the Approvals Period prior to the expiration of the Feasibility Period. Upon delivery of the Notice to Proceed by Buyer, the Earnest Money Deposit shall become non-refundable (except in the case of a Seller default or as otherwise set forth in this Agreement). If Buyer fails to deliver the Notice to Proceed to Seller on or before the expiration of the Feasibility Period, the Agreement will terminate, the Earnest Money (less the Independent Consideration) will be refunded to Buyer and neither Seller nor Buyer will have any further rights, duties or obligations under the Agreement.

7.4. Approvals Period.

7.4.1. If Buyer delivers the Notice to Proceed to Seller on or before the expiration of the Feasibility Period, Buyer shall have a period of ninety (90) days following the expiration of the Feasibility Period (the "***Approvals Period***") to pursue and obtain Approvals

(hereinafter defined), including without limitation a Rezoning Approval (hereinafter defined) from the City of Bastrop (the “*City*”). As defined herein, “*Approvals*” shall mean (i) zoning or rezoning of the Property to permit Buyer’s intended use of the Property, as evidenced by Buyer’s receipt of an ordinance or other documentation acceptable to Buyer and executed by the City evidencing that the Property is zoned to permit Buyer’s intended use of the Property (“*Rezoning Approval*”), (ii) platting or replatting of the Property in a manner acceptable to Buyer for its planned development, and (iii) any and all other development commitments, entitlements, permits and approvals as may be deemed necessary by Buyer in connection with its contemplated use and development of the Property and in a form acceptable to Buyer, which may include without limitation site development plan approval, utility commitments, and infrastructure agreements. Seller agrees to reasonably cooperate with Buyer, at no out-of-pocket cost or expense to Seller, as may be reasonably required in connection with obtaining Approvals, and Seller shall execute such documents as may be necessary in connection therewith. All costs, related to the preparation, submittal, and recording of any application or instrument by Buyer shall be borne by Buyer under the terms of the Professional Services Agreement entered into by the parties and Seller shall not be required to incur any cost or expense, in connection therewith.

7.4.2. On or before the expiration of the Approvals Period, Buyer may send Seller a written notice of its intent to close (the “*Notice of Intent to Close*”). If Buyer fails or elects not to deliver a Notice of Intent to Close to Seller on or before the expiration of the Approvals Period, the Agreement will terminate, Seller shall retain the Earnest Money Deposit, and neither Seller nor Buyer will have any further rights, duties or obligations under this Agreement.

7.4.3. Notwithstanding anything set forth herein to the contrary, Buyer shall have the right to pursue Approvals during the Feasibility Period.

7.5. Conditions Precedent. Buyer’s obligation to consummate this transaction is expressly conditioned upon the matters set forth in this **Section 7.5**. In the event that all of the conditions precedent are not satisfied or waived by Buyer in writing by Closing, in addition to any other remedy Buyer may have for the failure of such condition, Buyer may terminate this Agreement and receive a return of the Earnest Money Deposit free of any claims by Seller or any other party with respect thereto.

7.5.1. Accuracy of Representations. Each of the representations and warranties made by Seller in this Agreement will be true and correct in all material respects on the Closing Date as if made on and as of such date.

7.5.2. Compliance with Covenants. Seller shall have complied with all of Seller’s covenants and requirements in this Agreement to be performed by Seller.

7.5.3. Title Policy. The Title Company shall be willing to insure title to the Property pursuant to the Title Policy in the amount of the Purchase Price, subject only to the Permitted Exceptions.

8. Development Agreement. Prior to the expiration of the Feasibility Period, Buyer and Seller shall the parties shall mutually agree to the form of Development Agreement, which shall, among other things, set forth the terms of the planning, developing, and cost-sharing of any necessary easements, infrastructure improvements, use restrictions, and public dedications pertaining to the Property, which require the Seller’s cooperation or approval (the “*Development Agreement*”). If the parties fail to agree to

the Development Agreement prior to the expiration of the Feasibility Period, the Buyer shall be deemed to have terminated this Agreement in accordance with Section 7.3.

9. Condition of Property. Except as expressly set forth in this Agreement or in the documents executed at Closing, Buyer, upon Closing, accepts the Property and improvements thereon in “AS IS” condition, WITH ALL FAULTS, without any representation or warranty of any kind or nature whatsoever, express or implied, and Buyer acknowledges that no such representations or warranties have been made except as set forth in the express representations and warranties made in this Agreement.

10. Seller’s Representations. Seller hereby makes the following representations, which shall be remade by Seller as of Closing as a condition of Closing and shall survive Closing:

10.1. Leases. There are no leases or occupancy agreements that currently affect the Property

10.2. Condemnation. There is no pending condemnation or similar proceeding affecting the Property, nor, to Seller’s knowledge, is there any such proceeding contemplated by any governmental authority.

10.3. Compliance with Law. To Seller’s knowledge, the Property complies with all applicable zoning, use, environmental, flood control, planning, building, fire, health, traffic, disabled persons or other laws, ordinances, regulations, statutes and rules relating to the Property.

10.4. No Other Rights. Seller is the sole legal fee owner of the Property, and is not holding fee title as a nominee for any other person or entity. To Seller’s knowledge, no person or entity has any right of first refusal or option to acquire any interest in the Property or any part thereof, and Seller has not sold or contracted to sell the Property or any portion thereof or interest therein other than as set forth herein.

10.5. Foreign Person. Seller is not a foreign person and is a “United States Person” as such term is defined in Section 7701(a) (30) of the Internal Revenue Code of 1986, as amended (the “*Code*”) and shall deliver to Buyer prior to the Closing an affidavit evidencing such fact and such other documents as may be required under the Code.

10.6. Covenants and Contracts. To Seller’s knowledge, there are no covenants, conditions, restrictions, or contractual obligations of Seller that will adversely affect Buyer’s ownership of the Property after Closing or prevent Seller from performing its obligations under this Agreement, except as disclosed in the Title Commitment or as otherwise disclosed to Buyer in writing prior to the end of the Feasibility Period. To Seller’s knowledge, no leasing commission payments or tenant improvement allowances or other tenant inducements are due, or will be due, pursuant to any agreement affecting the Property that will survive Closing.

10.7. Books, Records and Leases. To Seller’s knowledge, all books, records, leases, agreements and other items delivered or made available to Buyer pursuant to Section 7.1 above are accurate and complete copies of the same in Seller’s possession or control.

10.8. Litigation. Except as described on Schedule 9.8, there are no actions, suits, proceedings, claims, investigations or inquiries pending in any court or before any governmental or administrative agency with respect to or affecting the Property or any part thereof. To Seller’s knowledge, there is no threatened litigation against or relating to the Property.

10.9. Bankruptcy, Insolvency or Reorganization Proceedings. Seller has not filed any assignments for the benefit of creditors, insolvency, bankruptcy or reorganization proceedings and no such proceedings have been filed against Seller.

10.10. Hazardous Substances. Seller has not received any written notice from any governmental agency having jurisdiction over the Property advising Seller that (i) the Property is in violation of any Environmental Laws (as defined below) or (ii) there are Hazardous Substances (as defined below) on, under or about the Property in a manner or quantity that presently violates any Environmental Law. No underground storage tanks have been removed from the Property by Seller, and no underground storage tanks have been placed on the Property by Seller. The term “*Hazardous Substance*” means any hazardous or toxic substance, material or waste, pollutants or contaminants, as defined, listed or regulated now or in the future by any federal, state or local law, ordinance, code, regulation, rule, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any environmental conditions, health or industrial hygiene (collectively, “*Environmental Laws*”), including without limitation, (i) chlorinated solvents, (ii) petroleum products or by-products, (iii) asbestos, (iv) polychlorinated biphenyls, and (v) anything that would be a hazardous waste, material or substance, toxic substance or pollutant, as defined under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et. seq.; Hazardous Materials Transportation Act, 49 U.S.C. 1801 et. seq.; Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq., the Clean Water Act, 42 U.S.C. 1251 et. seq., any applicable state or local environmental statute, and the regulations promulgated thereunder.

10.11. Prohibited Persons and Transactions. Neither Seller, nor to Sellers’ actual knowledge without inquiry, any of its respective partners, members, shareholders, owners, employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“*OFAC*”) of the Department of the Treasury (including those named on the OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

10.12. Authority. Neither the execution, delivery, performance of or compliance with this Agreement and all other agreements contemplated hereby, nor the conveyance and sale of the Property to the Buyer pursuant to this Agreement, will (i) result in any breach or violation of, or be in conflict with, or constitute a default under, any mortgage, indenture, contract, agreement, lease, instrument, judgment, decree, order, award, statute, rule, regulation or restriction binding on the Seller or to which the Seller is a party, or (ii) result in the acceleration of any indebtedness or other obligation of, or create any mortgage, pledge, lien or encumbrance on any of the properties or assets of, Seller, and there is no such provision in any such document which materially adversely affects or would materially adversely affect the operation of the Property.

10.13. Existence. The Seller is qualified to transact business in the State of Texas. The Seller has and will have on the Closing Date the power and authority to sell the Property to Buyer and perform its obligations in accordance with the terms and conditions of this Agreement, and each person who executes this Agreement and all other instruments and documents in connection herewith, has or will have due power and authority to so act.

11. Covenants of Seller. Seller covenants and agrees as follows:

11.1. Operation of Property. From the Effective Date to the Closing Date (the “*Interim Period*”), Seller will continue to operate and maintain the Property in the manner of a prudent

owner similarly situated, in the ordinary course of its business and in compliance with all applicable laws. Seller shall maintain the condition of the Property in at least the condition existing on the Effective Date, ordinary wear and tear excepted and will not make any material physical alterations to the Property (other than necessary repairs) without Buyer's approval. Seller will maintain in effect all insurance currently in place.

11.2. Encumbrances. During the Interim Period, Seller shall not sell, transfer or otherwise dispose of the Property, or any portion thereof, nor enter into any leases, service contracts, trust deeds, mortgages, restrictions, encumbrances, liens, licenses or other instruments or agreements affecting the Property (or amendments thereto) without the prior written consent of the Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

11.3. Copies of Material Notices. During the Interim Period, Seller shall provide to Buyer promptly following Seller's receipt (i) any written notices of default or alleged default any party under any of the Contracts delivered or received by Seller, and (ii) any written notices of alleged violations of applicable law with respect to the Property received by Seller.

11.4. Other Offers. During the Interim Period, Seller will not solicit or make or accept any offers to sell the Property, engage in any discussions or negotiations with any third party with respect to the sale or other disposition of the Property, or enter into any contracts or agreements (whether binding or not) regarding any disposition of the Property.

11.5. Further Assurances. Seller agrees that, following the Closing, upon request by Buyer, Seller will execute, acknowledge, and deliver all such further deeds, assignments, transfers, conveyances and other documentation as may be reasonably required in order to more fully evidence the assignment, grant, transfer, and conveyance of the Property to be sold to Buyer pursuant to this Agreement, provided the same does not result in any increased liability to Seller or result in any material cost or expense to Seller. The terms and conditions set forth in this **Section 10.5** shall survive Closing.

12. Closing and Escrow.

12.1. Time and Place of Closing. Provided that all the contingencies set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in **Section 4** of this Agreement.

12.2. Documents to be Delivered by Seller. Seller shall obtain and deliver to Buyer at Closing the following documents (all of which shall be duly executed and acknowledged where required):

12.2.1. Deed. A special warranty deed ("*Deed*") in the form and substance of **Exhibit B** as will convey to Buyer a good, marketable and indefeasible title in fee simple absolute to the Property using the legal description developed by the surveyor and approved by the Buyer, free and clear of all liens, encumbrances, conditions, easements, assignments, and restrictions, except for the Permitted Exceptions.

12.2.2. Title Policy. As soon as practicable after Closing, the Title Policy referred to in **Section 5** of this Agreement.

12.2.3. Nonforeign Affidavit. An affidavit by Seller confirming that Seller is not a foreign person within the meaning of 26 U.S.C Section 1445 and the regulations issued thereunder.

12.2.4. Blanket Conveyance, Bill of Sale, and Assignment. A blanket conveyance, bill of sale, and assignment in the form and substance of Exhibit C.

12.2.5. Representations and Warranties Certificate. An updated certificate in the form of Exhibit D executed by Seller remaking and reaffirming all representations and warranties made by Seller to Buyer in Section 10.

12.2.6. Development Agreement. The Development Agreement.

12.2.7. Post-Closing Agreement. The Post-Closing Agreement.

12.2.8. Original Documents. Originals (if any) within Seller's possession of all items enumerated in Section 7.2.1 of this Agreement.

Seller will also execute and deliver or obtain for delivery to the Escrow Agent any other instruments reasonably necessary to consummate this Agreement, including, by way of example, closing statements, releases, owner's affidavits, tenant notification letters, evidence of the authority of the party executing instruments on Seller's behalf and any instruments required by the Title Company under the Title Commitment.

12.3. Delivery by Buyer. Buyer shall deliver to Seller at Closing the Purchase Price (after credit for the Earnest Money Deposit and any other credits pursuant hereto), the Development Agreement and the Post-Closing Agreement.

12.4. Payment of Costs. At Closing, Seller and Buyer shall pay their own respective costs incurred with respect to the consummation of the purchase and sale of the Property including, without limitation, attorneys' fees. Notwithstanding the foregoing, Seller shall pay the real estate commission, if any, and one-half (1/2) of the escrow fee; the fee to record the Deed; and the premium for an owner's standard Title Policy. Buyer shall pay any additional premiums for title insurance endorsements or extended coverage; all costs of financing, including lender's title insurance premium, if any; the cost of the Updated Survey, if any, and one-half (1/2) of the escrow fee. All real property taxes and assessments and similar fees or charges, and other expenses and revenues of the Property shall be prorated as of the Closing Date. Seller shall receive no credit for delinquent (past due) rentals. All security deposits under the leases shall be transferred to Buyer at Closing. After Closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at Closing based upon estimates. Any other costs shall be allocated between the parties in the customary manner for similar sales of real estate in the jurisdiction in which the Property is located.

12.5. Prorations. The items in this Section 12.5 shall be prorated between Seller and Buyer as follows:

12.5.1. Taxes. All real property taxes and assessments and similar fees or charges, and other expenses and revenues of the Property shall be prorated as of the Closing Date. If the amount of such taxes is not known at Closing, the proration of such real estate taxes and assessments will be based on the amount of such taxes and assessments for the previous real estate tax fiscal period. As soon as the actual amount of real estate taxes on the Property for the year of Closing is known, Seller and Buyer will, if necessary, readjust the amount of such taxes to be paid by each party with the result that Seller will pay for those taxes applicable to the Property up to but not including the Closing Date, and Buyer will pay for those taxes and assessments applicable to the Property on and after the Closing Date.

12.5.2. Other Income and Expenses. Except as otherwise expressly stated herein, all income and ordinary operating expenses for or pertaining to the Property, including, but not limited to, public utility charges, maintenance and service charges, will be prorated as of 11:59 p.m. on the day preceding the Closing Date.

12.5.3. Adjustment. To the extent that errors are discovered in, or additional information becomes available with respect to, the prorations and allocations made at Closing, Seller and Buyer agree to make such post-Closing adjustments as may be necessary to correct any inaccuracy; however, all prorations (except for prorations and allocations of ad valorem taxes and tenant reimbursables and for prorations as described in the following sentence or allocations that have been specifically identified as disputed and are then currently in dispute) will be final within one hundred eighty (180) days after Closing. In addition, within one hundred fifty (150) days after the close of the year(s) used in calculating the ad valorem taxes and tenant reimbursables (where such year(s) include(s) the Closing Date), Seller and Buyer shall, upon the request of either, re-prorate on a fair and equitable basis in order to adjust for the effect of any credits or payments due to or from tenants for periods prior to the Closing Date. All prorations shall be made based on the number of calendar days in such year or month, as the case may be.

12.5.4. Survival. The terms and conditions set forth in this **Section 12.5** shall survive Closing.

12.6. Utility Deposits. Seller shall be entitled to retain all utility deposits to the extent all payments to such utilities are current. Seller shall cooperate with Buyer with respect to the transfer of utilities.

13. Possession. Seller shall deliver possession of the Property to Buyer at Closing, free from all parties claiming rights to possession or having claims against the Property.

14. Condemnation. In the event of any commenced, to be commenced or consummated proceedings in eminent domain or condemnation (collectively, "**Condemnation**") respecting the Property or any portion thereof, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer makes such election, the Earnest Money Deposit (including all interest earned thereon) and other sums delivered to Escrow Agent or Seller by Buyer promptly shall be returned to Buyer and neither Buyer nor Seller shall have any further liability to the other and shall be relieved of all obligations hereunder (except for the indemnity contained in **Section 7.1**). If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, there shall be no reduction in the Purchase Price, and Seller shall, prior to the Closing Date, assign to Buyer Seller's entire right, title and interest in and to any condemnation award or settlement made or to be made in connection with such Condemnation proceeding, in which case Buyer shall have the right at all times to participate in all negotiations and dealings with the condemning authority and approve or disapprove any proposed settlement in respect to such matter. Seller shall promptly notify Buyer in writing of any such Condemnation respecting the Property.

15. Casualty. If any fire, earthquake, windstorm or other casualty occurs and materially affects all or any portion of the Property on or after the date of this Agreement and prior to the Closing, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer makes such election, the Earnest Money Deposit (including all interest earned thereon) and other sums delivered to Escrow Agent or Seller by Buyer promptly shall be returned to Buyer and neither Buyer nor Seller shall have any further liability to the other and shall be relieved of all obligations hereunder (except for the indemnity contained in **Section 7.1**). If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, the Purchase Price shall be reduced by the amount of loss or damage occasioned by such casualty

not covered by insurance (including any deductible), and Seller shall, at or prior to the Closing Date, assign to Buyer Seller's entire right, title and interest in and to all insurance claims and proceeds to which Seller may be entitled in connection with such casualty, in which case Buyer shall have the right at all times to participate in all negotiations and other dealings with the insurance carrier providing such coverage and to approve or disapprove any proposed settlement in respect to such matter. Seller shall promptly notify Buyer in writing of any such casualty respecting the Property. Seller shall retain all risk of loss until the recording of the Deed transferring title to the Property to Buyer.

16. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, "**notices**") shall be in writing and shall be validly given or made to another party if delivered either personally, by facsimile or e-mail, or by Federal Express or other overnight delivery service of recognized standing, or by United States Mail, certified, registered, or express mail with postage prepaid. If such notice is delivered in person or by facsimile or e-mail, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given forty-eight (48) hours after the deposit thereof in the United States Mail. Each such notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Seller: _____

Attn: _____
Phone: _____
Fax: _____

with a copy to: _____

Attn: _____
Phone: _____
Fax: _____

To Buyer: Capstick Development Group, Ltd.
c/o Capstick Development Group, LLC
1404 Wilson Street
Bastrop, Texas 78602
Attn: Geoff Connor
Office: _____
Email: geoff@geoffconnor.com

with a copy to: Jackson Walker L.L.P.
100 Congress Avenue, Suite 1100
Austin, Texas 78701
Attn: Brandon Janes; Brett Reamer
Office: (512) 236-2096; (512) 236-2360
Email: bjanes@jw.com; breamer@jw.com

Any party hereto may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other party hereto.

17. Finders' or Brokers' Fees. Each of the parties represents and warrants that it has not dealt with any broker or finder to which a commission or other fee is due in connection with any of the transactions contemplated by this Agreement. Each of Seller and Buyer represent to the other that no other broker or other person is entitled to any commission, charge or finder's fee in connection with the transactions contemplated by this Agreement. The parties hereto each agree to indemnify, defend and hold harmless the other party against any loss, liability, damage, cost, claim or expense, including interest, penalties and reasonable attorneys' fees, that the other party shall incur or suffer by reason of a breach by the indemnifying party of the representation and warranty set forth above.

18. Event of Default. In the event of a default under this Agreement by Seller (including a breach of any representation, warranty or covenant set forth herein), Buyer shall be entitled to terminate this Agreement and obtain the return of the Earnest Money Deposit or seek specific performance of Seller's obligations hereunder as its sole and exclusive remedy. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then Seller may, as its sole and exclusive remedy, retain the Earnest Money Deposit as liquidated damages and not as a forfeiture or penalty. Both Buyer and Seller hereby acknowledge that Seller's actual damages resulting from such failure will be difficult to ascertain and measure, and that such liquidated damages will represent a fair and reasonable estimate of such damages that will be sustained by Seller. The foregoing provisions shall not limit the rights and remedies available to the parties for breach as of the portions of this Agreement that survive Closing. Notwithstanding the foregoing, should specific performance be unavailable due to the intentional act or omission of Seller, then Buyer shall be entitled to all remedies permitted by law. The foregoing provisions shall survive the termination of this Agreement.

19. Miscellaneous.

19.1. Applicable Law. This Agreement shall in all respects be governed by the laws of the State of Texas.

19.2. Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the parties hereto.

19.3. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto.

19.4. Successors and Assigns. Buyer may not assign this Agreement without Seller's written consent, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement without the consent of Seller to any affiliate of Buyer. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

19.5. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect.

19.6. Attorneys' Fees. Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

19.7. Headings. The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

19.8. Section 1031 Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the like-kind exchange are paid or reimbursed to the cooperating party at or prior to Closing.

19.9. Time. Time is of the essence in the execution and performance of this Agreement.

19.10. Confidentiality. Neither Seller nor Buyer shall divulge or communicate any of the particular terms of this Agreement or the existence of this Agreement or any matters related to this transaction to any third party without the written consent of the other party; provided, however, such restriction shall not apply (a) to Seller's and Buyer's directors, officers, partners, employees, legal counsel, accountants, engineers, architects, financial advisors, lenders (and their legal counsel and consultants), financial sources and similar professionals or consultants to the extent that Seller or Buyer, as applicable, deems it necessary or appropriate in connection with the transaction contemplated hereunder (and Seller or Buyer, as applicable, shall inform each of the foregoing parties of its obligations under this **Section 19.10**), (b) to the extent otherwise required by law or regulation, (c) to information that is or becomes generally available to the public other than as a result of disclosure by one of the parties hereto or (d) to the extent necessary to obtain any approvals or permits required in order to consummate the transactions contemplated hereunder. Prior to the Closing Date: (i) no press releases shall be issued or made by either Seller or Buyer with respect to the transactions contemplated by this Agreement and (b) Buyer and Seller shall confer and agree on any press release to be issued jointly by Buyer and Seller disclosing the transaction and the appropriate time for making such release. At no time, whether prior to or following the Closing Date, shall either Buyer or Seller issue any press releases (or other public statements) with respect to the transactions contemplated in this Agreement which disclose the Purchase Price or contain any mention of the other party to this Agreement without the approval of such other party, which approval may be withheld in such other party's sole and absolute discretion. The terms and conditions of this **Section 19.10** shall survive Closing.

19.11. Exhibits. The following exhibits are attached hereto and incorporated herein:

- Exhibit A – Legal Description
- Exhibit B – Form of Warranty Deed
- Exhibit C – Blanket Conveyance, Bill of Sale and Assignment
- Exhibit D – Update Certificate

19.12. Counterparts. This Agreement may be signed in counterparts which taken together shall constitute the complete agreement. This Agreement may be executed by facsimile or e-mail signatures which shall be binding on the parties hereto. This Agreement may be executed through an "electronic signature". Any execution of this Agreement by any party by an electronic signature shall be valid, effective and binding upon the party executing, shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. For purposes hereof, "electronic signature" means, without limitation, (i) a manually signed original signature that is then transmitted via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message, (ii) an electronic signature produced or provided through an online digital signature service, such as a "DocuSign" or "Adobe Sign", or (iii) any other legally recognized form of electronic signature. The parties expressly

consent to execution of this Agreement through the electronic signature service known as DocuSign or Adobe Sign.

SELLER:

_____,
a _____

By: _____,
its general partner

By: _____
Name: _____
Title: _____

BUYER:

_____,
a _____

By: _____,
its general partner

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description of Property

EXHIBIT B

Form of Warranty Deed

[Adjust for local custom]

STATE OF _____ §
 §
COUNTY OF _____ §

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, a _____ (“**Grantor**”), for and in consideration of the sum of Ten and No/100 Dollars cash and other good and valuable consideration paid in hand, the receipt and sufficiency of which is hereby acknowledged, by _____, (the “**Grantee**”), whose address is _____ [insert address], HAS GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents DOES GRANT, BARGAIN, SELL and CONVEY unto Grantee all that certain land situated in _____ County, _____, and described on Exhibit “A” which is attached hereto and incorporated herein by reference for all purposes, together with all buildings, structures, fixtures and improvements located thereon and all of Grantor’s right, title and interest in and to all highways, streets, roads, easements, strips, gores or rights of way and to all sanitary sewer or other utility capacity and to all appurtenances to such property or in anywise appertaining thereto (said land, real property, rights, improvements and appurtenances being herein together referred to as the “**Property**”).

This conveyance and the warranties of title herein are expressly made subject only to the liens, encumbrances, easements and other exceptions set forth on Exhibit “B” attached hereto and incorporated herein by this reference for all purposes to the extent the same are valid and subsisting and affect the Property.

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee’s successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor’s successors, to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee’s successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, but subject, however, as aforesaid.

Ad valorem taxes have been paid through the year _____, and ad valorem taxes for the year _____ have been prorated and assumed by Grantee.

EXECUTED effective as of this _____ day of _____, _____.

GRANTOR:

By: _____
Name: _____
Title: _____

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20____, by
_____, _____ of _____, a
_____, on behalf of said _____.

Notary Public, State of _____
My Commission expires: _____

EXHIBIT C

Blanket Conveyance, Bill of Sale, and Assignment

STATE OF _____ §
 § KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF _____ §

By a Warranty Deed (“*Deed*”) of even date herewith, _____, a _____ (“*Assignor*”), conveyed to _____, a _____ (“*Assignee*”), the property (“*Real Property*”) described on Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements located thereon.

It is the desire of Assignor hereby to assign, transfer and convey to Assignee all fixtures, fittings, appliances, apparatus, equipment, machinery, contract rights, claims, trade names, escrow or reserve accounts, if any, bonds, warranties and guaranties, and other items of personal property, both tangible and intangible (excluding cash), owned by Assignor, if any, and affixed or attached to, or placed or situated upon, or used or acquired in any way whatsoever in connection with the complete and comfortable use, enjoyment, occupancy or operation of the Real Property, excluding, however, any personal property owned or leased by any lessee of the Real Property (all of such properties and assets being hereinafter collectively referred to as the “*Assigned Properties*”).

NOW, THEREFORE, in consideration of the receipt of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor does hereby ASSIGN, TRANSFER, SET OVER, CONVEY and DELIVER to Assignee and Assignee’s successors, legal representatives and assigns, all of Assignor’s right, title and interest, if any, in and to the Assigned Properties, including, without limitation, the following:

- (i) all fixtures and other items of tangible personal property situated in, on, or about or used in connection with the Property (“*Personal Property*”);
- (ii) any tradename or assumed name presently or formerly used by the Assignor in the operation of the Property, including, without limitation, the trade name “_” and/or “_”, but excluding the following name(s): _____;
- (iii) maintenance agreements, construction agreements, service agreements, contractors’ bonds, warranties, guaranties, rights of use, licenses, permits, contracts and other intangible rights held by the Assignor pertaining to the buildings, improvements, fixtures, personalty and/or other properties comprising the Real Property and/or Personal Property, including, without limitation, the service agreements described on Exhibit B attached hereto and made a part hereof.
- (iv) the telephone number or telephone numbers used in connection with the operation of the Real Property, together with all telephone directory advertising in connection therewith;
- (v) all keys and security cards to the Real Property in Assignor’s possession; and

- (vi) any other personal property owned by Assignor and used in connection with the ownership or operation of the Property.

TO HAVE AND TO HOLD the Assigned Properties unto Assignee and Assignee's successors, legal representatives and assigns, forever, and Assignor does hereby bind Assignor and Assignor's successors, legal representatives and assigns, to WARRANT and FOREVER DEFEND, all and singular, title to the Assigned Properties unto Assignee and Assignee's successors, legal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This Blanket Conveyance, Bill of Sale and Assignment and the provisions herein contained will be binding upon and inure to the benefit of the Assignee and the Assignor and their respective successors and assigns.

EXECUTED the ____ day of _____, 20__.

ASSIGNOR:

By: _____
Name: _____
Title: _____

EXHIBIT D

Update Certificate

**SELLER'S CERTIFICATION OF
REPRESENTATIONS AND WARRANTIES**

THIS SELLER'S CERTIFICATION OF REPRESENTATION AND WARRANTIES (this "*Certificate*") is made as of _____, 20____, by _____, a _____ ("*Seller*").

RECITALS

A. Pursuant to the terms of that certain Real Estate Purchase and Sale Agreement dated as of _____, 20____ (the "*Agreement*"), Seller agreed to sell to _____ ("*Buyer*"), *inter alia*, that certain real property located at _____ (the "*Property*"), all as more particularly described in the Agreement. Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement; and

B. Pursuant to that certain Assignment of Real Estate Purchase and Sale Agreement dated _____, 20____, Buyer has assigned all of its right, title and interest in and to the Agreement to _____ ("*Buyer*").

C. The Agreement requires, *inter alia*, that, as a condition precedent to Buyer's obligations under the Agreement, Seller shall execute and deliver this Certificate at Closing.

CERTIFICATION

NOW, THEREFORE, in consideration of the foregoing recitals, the purchase and sale of the Property and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby certifies as follows:

1. The foregoing recitals are true and incorporated into this Certificate the same as though re-stated herein in full.

2. Seller hereby re-states, acknowledges and confirms the continuing validity as of the date hereof and the enforceability and reasonableness of and right of Buyer to rely upon each and all of Seller's representations and warranties as contained in **Section 10** of the Agreement, none of which has been modified, amended, qualified, limited, restricted, withdrawn, revoked, canceled, or in any other way made ineffective or inapplicable.

[SIGNATURE ON FOLLOWING PAGE]

EXECUTED AND DELIVERED as of the date first stated above.

SELLER:

_____,
a _____

By: _____,
its general partner

By: _____
Name: _____
Title: _____