

Addendum to Unimproved Property Contract

This Addendum to Unimproved Property Contract (“Addendum” and “Contract” respectively) for the sale of real property commonly known as 5500 Cirrus Road in Burleson, Johnson County, Texas, and more particularly described in the Contract, is by and between the Seller, the Burleson 4A Economic Development Corporation, a Texas economic development corporation (“Seller”), and Fourco Development Partners, LLC (“Buyer” whether one or more), and is effective after signed by the parties subject to approval by the Board of the Seller and the City Council of the City of Burleson.

In consideration of the promises and mutual covenants contained in the Contract, the parties further agree in this Addendum as follows:

1. The Property described in Paragraph 2 of the Contract is more particularly described as follows:

LOT 1R1, BLOCK 7, HIGHPOINT BUSINESS PARK OF BURLESON, AN ADDITION IN THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, ACCORDING TO THE REPLAT THEREOF RECORDED AT VOLUME 10, PAGE 734, DRAWER F, PLAT RECORDS, JOHNSON COUNTY REAL PROPERTY RECORDS.

2. Subject and in accordance with the terms and conditions set forth in this Contract, Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this Contract are the consideration for the formation of this Contract. Seller will convey the Property and Buyer agrees to accept the Property **“AS IS”, “WHERE IS” and “WITH ALL FAULTS”**. Accordingly, the deed conveying the Property to Buyer at closing shall be substantially in the same form as the deed attached to this Addendum as Attachment 1, incorporated herein for all purposes, which accurately reflects the agreement of the parties.

EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS CONTRACT AND THE WARRANTY OF TITLE CONTAINED IN THE DEED, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT OR EMPLOYEE THEREOF REGARDING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ITS PHYSICAL CONDITION, ITS SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS COMPLIANCE WITH LAWS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS, OR THE PRESENCE OR ABSENCE OF CHEMICALS, TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES THEREUPON, AND SELLER EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR ANY LIMITED WARRANTIES CONTAINED HEREIN AND THE SPECIAL WARRANTY OF TITLE TO BE CONTAINED IN THE DEED TO BE DELIVERED AT THE CLOSING. BUYER SHALL ACCEPT THE PROPERTY IN ITS **“AS IS,” “WHERE IS,” “WITH ALL FAULTS”** CONDITION, AND SELLER HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED. AFTER CLOSING SELLER SHALL BE UNDER NO OBLIGATION WHATSOEVER TO UNDERTAKE ANY REPAIR, ALTERATION, REMEDIATION OR OTHER

WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE PROPERTY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CONTRACT OR ANY CLOSING DOCUMENTS, SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR OTHER INFORMATION DELIVERED BY SELLER TO BUYER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY. BUYER ACKNOWLEDGES THAT IT IS A SOPHISTICATED REAL ESTATE INVESTOR WHO SHALL HAVE HAD, AS OF THE CLOSING DATE, OPEN ACCESS TO, AND SUFFICIENT TIME TO REVIEW, ALL INFORMATION, DOCUMENTS, AGREEMENTS, STUDIES AND TESTS RELATING TO THE PROPERTY THAT BUYER ELECTS TO CONDUCT, AND CONDUCT A COMPLETE AND THOROUGH INSPECTION, ANALYSIS AND EVALUATION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL ISSUES, IF ANY, AND SHALL CONDUCT SUCH TESTS, PRIOR TO THE CLOSING DATE, AND RECEIVE AND REVIEW SUCH INFORMATION AS BUYER SHALL REQUIRE IN THE COURSE OF ITS INVESTIGATION. BUYER SHALL UNDERTAKE SUCH INVESTIGATION AS SHALL BE REQUIRED TO MAKE BUYER FULLY AWARE OF THE CONDITION OF THE PROPERTY, INCLUDING THE ENVIRONMENTAL CONDITION OF THE LAND, AS WELL AS ALL FACTS, CIRCUMSTANCES AND INFORMATION WHICH MAY AFFECT THE USE AND OPERATION OF THE PROPERTY, AND BUYER COVENANTS AND WARRANTS TO SELLER THAT BUYER SHALL RELY, EXCEPT TO THE EXTENT OF SELLER'S REPRESENTATIONS AND WARRANTIES CONTAINED HEREUNDER, OR IN ANY CLOSING DOCUMENTS, SOLELY ON BUYER'S OWN DUE DILIGENCE INVESTIGATION IN DETERMINING TO PURCHASE THE PROPERTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS CONTRACT WHETHER OR NOT INCORPORATED INTO THE DEED TO BE DELIVERED AT CLOSING.

3. Seller reserves and excepts from the conveyance of the Property all of Seller's right, title, and interest in and to all oil, gas, hydrocarbons, and other minerals, in and under and that may be produced from the Property. Accordingly, the deed conveying the Property to Buyer at closing shall be substantially in the same form as the deed attached to this Addendum as Attachment 1, incorporated herein for all purposes, which accurately reflects the agreement of the parties.

4. The redacted provisions in the Contract on page 4 (7.C., 7.E.), page 5 (9), page 6 (16), and page 9 (Broker Information) and all strikethroughs are intentional modifications to the Contract made by the parties.

5. Brokers and Commissions.

- a) Seller represents, warrants and covenants with Buyer that Seller has not dealt with any real estate agent or broker in connection with the transaction contemplated hereby. Seller shall indemnify Buyer against all claims, costs and liability arising from any broker or other person claiming any commission or similar compensation by, through or under Seller.
- b) Buyer represents, warrants and covenants with Seller that Buyer has not dealt with any real estate agent or broker in connection with the transaction contemplated hereby. Buyer shall indemnify Seller against all claims, costs and

liability arising from any broker or other person claiming any commission or similar compensation by, through or under Buyer.

The provisions of this Section shall survive the Closing or termination of the Contract.

6. Noting contained in the Contract shall be construed as a waiver of Seller's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to Seller by law, except to the extent expressly provided in the Contract.

7. This Contract is subject to the approval of the Board of Directors of the Seller and City Council of the City of Burleson, Texas. This Contract shall not be effective until such Contract is signed by the parties and approved by the Board of Directors of the Seller and the City Council of the City of Burleson, Texas.

8. Each party hereto acknowledges that it has had ample opportunity to review and comment on this Contract. This Contract shall be read and interpreted according to its plain meaning and an ambiguity shall not be construed against either party.

9. In the event of a conflict between the Addendum and Contract, the terms of this Addendum shall control.

In witness whereof, the parties have executed this Addendum as the date the Addendum to Unimproved Property Contract was signed.

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SELLER

Burleson 4A Economic Development Corporation
A Texas economic development corporation

Signature

Printed Name

Title

Signed on the ____ day of _____, 2023.

BUYER:

Fourco Development Partners, LLC
A Texas limited liability company

Andrew Medina
Signature

ANDREW MEDINA
Printed Name

PARTNER
Title

Signed on the 7th day of September, 2023.

Form of 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 ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

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

That _____, a Texas economic development corporation, ("Grantor"), for and in consideration of the amount of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto _____, a Texas limited liability company ("Grantee"), whose mailing address is _____, all of the real property described on **EXHIBIT A** attached hereto, and all improvements located thereon (the "Property"), subject only to the matters described in **EXHIBIT B** attached hereto, to the extent the same are validly existing and applicable to the Property (the "Permitted Exceptions").

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 and assigns 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, subject however to the Permitted Exceptions.

Grantor hereby reserves and retains for itself, its legal representatives, successors and assigns forever, all of the oil, gas and other minerals which are owned by Grantor in and to the Property, including all rights and benefits relating to any existing and future leases of oil, gas and minerals (collectively, the "Minerals"). Grantor waives and relinquishes any right to enter upon or otherwise utilize any portion of the surface of the Property for the exploration, drilling, production or marketing of the Minerals. Notwithstanding the foregoing, Grantor's reservation of Minerals shall include the right to produce the Minerals, but only by directional drilling from lands other than the Property or by horizontal drilling, pooling or other techniques (whether presently known or later developed) which do not require entry or use of the surface of the Property.

EXCEPT FOR THE WARRANTY OF TITLE IN THIS DEED AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THAT AGREEMENT OF PURCHASE AND SALE, BETWEEN GRANTOR, AS GRANTOR, AND GRANTEE, DATED EFFECTIVE _____, 2023 (THE "CONTRACT"), GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, EXPRESS OR IMPLIED, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING THE PROPERTY; INCLUDING BUT NOT LIMITED TO: (I) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (II) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT; (III) THE EXISTENCE OR NONEXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS (INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) OR COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS; (IV) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY, INCLUDING WITHOUT LIMITATION, ZONING, ENVIRONMENTAL AND LAND USE LAWS AND REGULATIONS; (V) TAX CONSEQUENCES; (VI) OPERATING HISTORY OR PROJECTIONS; (VII) VALUATIONS; (VIII) THE TRUTH, ACCURACY OR COMPLETENESS OF THE ITEMS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF GRANTOR TO GRANTEE OR (IX) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHER ENCUMBRANCE. GRANTEE ACKNOWLEDGES THAT IT WILL INSPECT THE PROPERTY AND GRANTEE WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED FOR OR ON BEHALF OF GRANTOR (INCLUDING WITHOUT LIMITATION ANY SURVEY AND ENVIRONMENTAL ASSESSMENT REPORT PREPARED BY A THIRD PARTY AND PROVIDED BY GRANTOR TO GRANTEE). GRANTEE FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND GRANTOR (1) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (2) DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE SALE OF THE PROPERTY IS MADE ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF GRANTOR, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, ELIGIBILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF.

Grantee, by its acceptance hereof, does hereby assume and agree to pay any and all ad valorem taxes and special assessments pertaining to the Property for calendar year 2024 and subsequent years, there having been a proration of ad valorem taxes for the

current calendar year between Grantor and Grantee. Any taxes or assessments (plus any penalties and interest thereon) becoming due on the date hereof or thereafter for any year prior to, after, or including the year of the Closing because of a change in land usage or ownership of the Property shall be paid by Grantee and Grantee indemnifies and saves Grantor harmless from and against all claims, liabilities, losses, costs, and expenses (including attorneys' fees) relating to such taxes and assessments.

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

[signature page follows]

EXECUTED as of the ____ day of _____, 2024.

GRANTOR

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____ day of _____,
2024, _____.

[seal]

Notary Public in and for the State of Texas