

REAL ESTATE PURCHASE AGREEMENT

1. CONTRACT TO SELL AND PURCHASE.

The Burleson 4A Economic Development Corporation, a Texas municipal development corporation organized under the laws of the State of Texas (hereinafter "Seller"), hereby agrees to sell and convey to 1451, LLC, a Texas limited liability company (hereinafter "Purchaser"), individually a "Party," and collectively "Parties," fee simple absolute title to the following real property:

Being a 7.01 acre tract of land situated in the Hiram Lewis Survey, Abstract Number 517, Johnson County, Texas, in the City of Burleson, being all of Lot 1R1, Block 7, Highpoint Business Park of Burleson, according to the Plat recorded in Volume 10, Page 734, Plat Records of Johnson County, Texas.

hereinafter the "Land," on the terms and conditions provided in this Real Estate Contract of Sale (the "Contract"), and Purchaser hereby agrees to purchase and pay for said Property on the terms and conditions provided herein.

2. PROPERTY TO BE CONVEYED.

The Land to be conveyed is generally shown on the attached preliminary survey **Exhibit A** and is more particularly described on the legal description attached hereto as **Exhibit B**, together with Grantor's rights, title, and interest in and to adjacent streets, easements, alleys, rights-of-way, and any adjacent strips or gores of real estate, together with all and singular the rights, privileges and easements appurtenant thereto, and all water, wastewater and other utility rights relating to the Property, and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Property, in each case to the extent assignable (the "Ancillary Rights") (collectively, the Land and the Ancillary Rights, are the "Property").

Seller and Purchaser acknowledge that the description of the Property contained in **Exhibit A** of this Contract may be technically and legally insufficient for purposes of supporting an action for specific performance or other enforcement hereof. Seller and Purchaser confirm to one another that, notwithstanding such insufficiency, they desire to proceed to create this Contract and anticipate that Purchaser will obtain a Survey of the Property pursuant to this Contract. Therefore, since the parties are desirous of executing this Contract and further desire to provide certain rights to demand and successfully enforce performance, and to ensure that such rights are not precluded due to the legal description of the Property contained in **Exhibit A**, Seller and Purchaser agree that (a) they are experienced in transactions of the nature provided for in this

Contract; (b) in fact, they specifically are familiar with the location of the Property that is the subject of this Contract; and (c) upon completion of, and mutual approval of, the Survey, the new legal description of the Property contained therein shall automatically be substituted for the legal description attached as **Exhibit A** to this Contract and shall also be the legal description used in the special warranty deed conveying the Property. Upon completion and approval of the Survey and as a condition to closing, Seller shall file an amendment to the plat of the Property recorded in Volume 10, Page 734, Plat Records of Johnson County, Texas, to correct the acreage and description of the Property.

3. CONSIDERATION.

The consideration for the purchase of the Property is One Million, Two Hundred Thousand Dollars and no cents (\$1,200,000.00) (the "Purchase Price") payable in cash at closing. In addition, the Parties contemplate that KMP Plumbing, LLC ("KMP") which is a parent or affiliate company of Purchaser, and the Seller entering into an Economic Development and Performance Agreement, described in Section 14.

4. EARNEST MONEY.

Within two (2) business days after the Effective Date of this Contract, as defined in Section 15.A, Purchaser shall deliver the sum of Fifty Thousand Dollars and no cents (\$50,000.00) to Truly Title of Burleson, 101 NW Ellison Street, Unit 105, Burleson, Texas 76028 ("the Title Company") to be held by the Title Company as Earnest Money (herein so called) pursuant to the terms of this Contract.

5. SURVEY AND TITLE BINDER.

A. Purchaser may, at Purchaser's option, obtain a survey of the Property, to be prepared by a Registered Professional Engineer or Surveyor. Seller shall reasonably cooperate with Purchaser and such Professional Engineer or Surveyor by permitting access to the Property, and by providing any copies of previous surveys, maps, plats, deeds, and other documents in Purchaser's possession affecting or bearing upon the Property, but provision of such documents shall in no way constitute any warranty, representation, or contractual commitment by Seller.

B. Within ten (10) days after the Effective Date of this Contract, Seller shall provide to Purchaser, at Seller's expense:

(1) A title commitment ("Title Binder") covering the Property, binding the Title Company to issue a Texas Owner's Policy of Title Insurance on the standard form of policy prescribed by the Texas State Board of Insurance at the closing in the full amount of the purchase price, and

(2) True, correct, and legible copies of any and all instruments referred to in the Title Binder as constituting encumbrances, exceptions or restrictions upon the title of Seller.

6. FEASIBILITY PERIOD.

A. Purchaser will have ninety calendar (90) days after the Effective Date (the "Inspection and Feasibility Period") to seek any desired re-zoning or other processes to accommodate Purchaser's development plans, and to inspect the Property and conduct inspections, studies, tests and examinations on the Property, including, without limitation: (a) core borings; (b) environmental and architectural tests and investigations; (c) physical inspections of improvements, fixtures, equipment, subsurface soils, structural members, and personal property; and (d) examination of documents relating to the condition of the Property. Purchaser and Purchaser's agents, employees, consultants and contractors will have the right of reasonable entry onto the Property during normal business hours, and upon reasonable advance notice to Seller, for purposes of conducting such inspections, studies, tests and examinations deemed necessary by Purchaser. The inspections, studies, tests and examinations will be at Purchaser's expense and risk. Prior to conducting such inspections, studies, tests, or examinations, Purchaser shall notify Seller in writing of Purchaser's intent to such inspections, studies, tests, or examinations, shall provide Seller with the name and address of any contractor retained to conduct such inspections, studies, tests, or examinations, and provide evidence of liability insurance in form and limits reasonably satisfactory to Seller issued by an insurance company licensed in the State of Texas. In the event that Purchaser elects to terminate this Contract for any reason, Purchaser agrees to repair any damage to the Property caused by Purchaser or its agents, employees, consultants or contractors in connection with Purchaser's inspections, studies, tests and examinations. **PURCHASER AGREES TO, AND DOES HEREBY, INDEMNIFY SELLER AGAINST ANY CLAIMS TO THE EXTENT SUCH CLAIMS ARISE DUE TO ANY ACTIONS BY PURCHASER OR PURCHASER'S AGENTS, EMPLOYEES, CONSULTANTS AND CONTRACTORS IN CONNECTION WITH THEIR ENTRY UPON THE PROPERTY; PROVIDED, HOWEVER, THAT SUCH INDEMNIFICATION OBLIGATIONS SHALL NOT EXTEND TO ANY CLAIM FOR LIABILITY TO THE EXTENT ARISING OUT OF ANY PRE-EXISTING CONDITIONS THAT ARE MERELY DISCOVERED BY PURCHASER AND NOT CAUSED OR EXACERBATED BY PURCHASER.**

B. As consideration for Seller agreeing to provide Purchaser the Feasibility and Inspection Period to conduct inspections, studies, tests and examinations on the Property and to seek any necessary re-zoning, within two (2) business days after the Effective Date of this Contract, Purchaser shall deliver directly to Seller the sum of One Hundred Dollars and no cents (\$100.00) (referred to herein as the "Feasibility Option Payment"). This payment is separate from the Earnest Money payment described

above. In the event Purchaser chooses not to proceed to closing, the Earnest Money payment shall be refunded by Seller.

7. TITLE AND SURVEY APPROVAL PERIOD.

Purchaser shall have twenty (20) calendar days after the receipt of an acceptable survey and Title Binder, and the instruments giving rise to the title encumbrances, exceptions or restrictions upon the Title of Seller, in which to review them and to advise Seller that Seller's Title is or is not acceptable to Purchaser. Any item to which Purchaser does not timely object will be deemed a "Permitted Exception," provided, however, that Purchaser will be deemed to have timely objected to any items the Title Company identifies as to be released upon closing if such item is not actually released. If Title exceptions exist, to which Purchaser timely objects, Seller may, at Seller's discretion, undertake to cause those exceptions to be cured and/or removed from the Title Binder within ten (10) calendar days (the "Cure Period") after such notice to Seller. In the event such exceptions to Title are not cured within the Cure Period, Purchaser may elect, as Purchaser's sole remedy, to terminate this Contract by giving written notice to Seller within ten (10) days after expiration of the Cure Period. In the event of such termination, the Earnest Money will be refunded to Purchaser, and the Parties will have no further obligation to each other. In the event that Purchaser does not terminate this Contract by giving written notice to Seller within ten (10) days after expiration of the Cure Period, Purchaser shall be deemed to have accepted the Title subject to the exceptions as are shown in the Title Commitment and Survey, and to have waived any objection to such exceptions, except for any deeds of trust, liens, security interests or other monetary encumbrances, whether or not Purchaser objects to such items in any notices to Seller.

If at any time prior to closing, the Title Company shall issue any one or more supplemental reports to the Title Binder (each, a "Supplemental Report") disclosing any additional or modified exceptions to title to the Property (a "Supplemental Defect"), Seller shall be obligated to remove or cause the removal of such Supplemental Defect(s) at or prior to closing, whether or not Purchaser affirmatively disapproves of such items in any notice to Seller, and any failure by Seller to do so shall be a default hereunder.

8. SELLER'S REPRESENTATIONS.

Seller hereby represents and warrants that the representations and warranties of Seller, set forth in Sections A through L below, are true and correct in all material respects as of the date hereof, and shall be true and correct in all material respects as of the Closing Date, as defined below in Section 11.A. All the representations and warranties shall survive the closing for a period of twelve (12) months.

A. No Actions. To Seller's actual knowledge, there are no pending or threatened lawsuits, condemnation actions or other proceedings affecting the Property.

B. No Contracts. Seller has obtained all member consents necessary in connection with Seller's execution and delivery of this Contract. There are no contracts affecting the Property that will survive the closing.

C. Condition of Property. Prior to the closing Date, Seller shall maintain the Property in the same state of repair as of the Effective Date.

D. No Adverse Claims. Seller has received no written notice alleging an adverse claim in or to the Property by any person or persons.

E. Parties in Possession. There are no other parties in possession of the Property or any portion thereof, and no Party has been granted any license, lease or other right relating to the use or possession of the Property that will survive the closing other than easements currently filed of record or that may be shown on the final plat.

F. No Violations. Seller has received no notice of, nor does Seller have any actual knowledge of, a violation of any law or governmental regulation, restrictive covenant or other requirement affecting the Property.

G. Ownership of Property. Seller is the owner of the Property, has title to the Property, and has full power and authority to enter into and perform its obligations under this Contract in accordance with its terms.

H. Authority to Bind. The individual executing this Contract on behalf of Seller is authorized to do so and, upon executing this Contract, this Contract shall be binding and enforceable upon Seller in accordance with its terms.

I. Leases; Options. There are no outstanding written or oral leases in any way affecting the Property, and no person or entity has any right with respect to all or any portion of the Property (whether by option to purchase, right of first refusal, contract, or otherwise) who may prevent or interfere with Purchaser taking title to, and exclusive possession of, all of the Property at closing, other than as set forth in easements currently filed of record.

J. No Notices. Seller has not received any notice of and, to Seller's actual knowledge, there are no (i) proposed special assessments, condemnations or changes in the roads adjacent to the Property; (ii) pending public improvements that will result in any charge being levied or assessed against, or a lien being created upon, the Property; or (iii) pending or threatened eminent domain or condemnation proceedings against or involving any portion of the Property or any adjacent parcel.

K. Litigation. To Seller's actual knowledge, there is no pending or threatened litigation, arbitration, administrative action or examination, claim or demand whatsoever relating to the Property, and no attachments, execution proceedings, liens, assignments or insolvency proceedings are pending or threatened against Seller of the Property or contemplated by Seller.

L. Hazardous Materials. Seller represents that Seller has no actual knowledge of, and has not received notice of, any inquiries or investigations by any governmental authority or third-party with respect to, the presence of hazardous materials on the Property or the migration of hazardous materials or environmental contamination on or under the Property, or any notices of the presence of such materials or contamination on or under the Property, or the violation of any laws, ordinances or regulations regarding the presence of such materials or contamination on or under the Property.

Seller shall fully disclose to Purchaser, immediately upon its occurrence, any change in facts, assumptions or circumstances of which Seller becomes aware prior to the Closing Date that may affect the representations and warranties set forth above.

9. PURCHASER'S REPRESENTATIONS.

Purchaser hereby represents and warrants as follows, which representations and warranties expressly shall survive closing:

A. Authority. Purchaser is a resident of or legal entity registered in the State of Texas with authority to perform all of Purchaser's obligations under this Contract. This Contract is, and all documents required by this Contract to be executed and delivered to Seller at closing will be, duly authorized, executed and delivered by Purchaser. At closing, Purchaser will deliver such proof of corporate authority as Seller or the Title Company may reasonably request.

B. Litigation. Purchaser represents that there is, at the time Purchaser executes this Contract, no pending or threatened litigation or legal proceeding, including any proceeding under Chapters 7, 11, or 13 of the United States Bankruptcy Code, against Purchaser that might affect Purchaser's ability to perform its obligations under this Contract.

10. SPECIAL ASSESSMENTS.

A. If the Property is situated within a utility district or flood control district and is subject to the provisions of Section 49.52 of the Texas Water Code, then Seller shall give to Purchaser as part of the Title Documents the required written notice. The notice must set forth the current tax rate, the current bonded indebtedness and the authorized

indebtedness of the district, and must comply with all other applicable requirements of the Texas Water Code.

B. If the Property is subject to mandatory membership in a property owner's association, Seller shall provide the name, address and telephone number of the property owner's association and shall notify Purchaser of the current annual budget of the property owners' association, the current authorized periodic fees, dues and/or assessments, and any contemplated future assessments of which Seller is aware relating to the Property.

11. CLOSING.

A. The closing of this Contract shall be held on June 1, 2025, at the offices of the Title Company at its address stated above; provided, however, that either Party, by written notice to the other, may postpone the date of the closing to such date as shall be designated in such notice, provided that such postponed date shall not be more than thirty (30) days after the Closing Date specified above, absent written agreement by the Parties.

B. At the closing, Seller shall deliver to Purchaser at Seller's expense: (i) a special warranty deed conveying the Property according to the legal descriptions attached hereto or as prepared by the surveyor as shown on the survey of the Property; (ii) to ensure the public purposes and performance obligations of the Economic Development and Performance Agreement are satisfied in compliance with Texas law, the special warranty deed shall include a right to repurchase to the Seller conditioned upon KMP's obligation to pour a building foundation acceptable to the City of Burleson building official on or before February 28, 2026; and (iii) exclusive possession of the Property.

C. At the closing, Purchaser shall deliver to Seller the Purchase Price in cash or certified funds, less the Earnest Money, which the Title Company shall deliver to Seller as a credit against the Purchase Price.

D. The Title Company shall issue and present to Purchaser, at Seller's expense, an Owner's Title Policy issued by the underwriter for the Title Company pursuant to the Title Binder, subject only to the permitted exceptions, insuring good and indefeasible title to the Property vested in Purchaser in the full amount of the total Purchase Price of the Property, free and clear of all liens and encumbrances, except those matters accepted or waived by Purchaser, as provided herein.

E. Seller shall bear the costs for any required tax statements and reports, the costs for preparation and filing of the special warranty deed, the Title Policy, and any required releases of liens. Purchaser shall bear the costs for the Survey. Seller and Purchaser shall bear equally the costs of any escrow fees, courier and delivery fees,

and copy and reproduction fees. Except as provided otherwise herein, Purchaser and Seller shall bear all remaining closing costs in equal shares.

F. Interest, ad valorem taxes, and any other assessments or fees for the then-current year shall be prorated at the closing, effective as of the Closing Date, provided that since Seller is a tax-exempt organization, Seller will not be required to pay any taxes at closing. Rather, the Parties shall authorize and instruct the Title Company to inform the appropriate taxing authorities of the transaction and Seller's tax-exempt status, and the Title Company shall, if appropriate, collect any prorated taxes only from Purchaser. If the closing occurs before any tax rate or assessment is fixed for the year of the closing, the apportionment of the taxes will be upon the basis of the rate for the preceding year applied to the latest assessed valuation, but any difference between actual and estimated taxes for the year of the closing will be adjusted equitably upon receipt of a written statement of the actual amount. If this sale or Purchaser's use of the Property after closing results in the assessment of additional taxes for periods prior to closing, such additional taxes shall be the obligation of Seller, except where exempt, provided, however, under no circumstances shall Purchaser have any obligation for such taxes, interest or penalties. This provision will survive the closing.

G. Foreign Person Notification. If Seller is a foreign person, as defined by the Internal Revenue Code, or if Seller fails to deliver to Purchaser or the Title Company a non-foreign affidavit pursuant to Section 1445 of the Internal Revenue Code, then Purchaser may withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the withheld proceeds to the Internal Revenue Service, together with appropriate tax forms. The required affidavit from Seller will include: (1) a statement that Seller is not a foreign person; (2) the U. S. taxpayer identification number of Seller; and (3) any other information required by Section 1445 of the Internal Revenue Code or other applicable law or regulation.

12. TERMINATION.

If this Contract is terminated by Purchaser as permitted herein pursuant to a right of termination granted to Purchaser by any provision of this Contract, the Parties shall have no further obligation one to the other, except as otherwise provided herein. If Purchaser elects to so terminate, and if such termination is not due to any default by Seller, if the condition of the Property was altered due to inspections, studies, tests or examinations performed by Purchaser or on Purchaser's behalf, then Purchaser must restore the Property to its original condition at Purchaser's expense, and except as otherwise provided herein.

13. DEFAULT.

A. If Seller shall fail to consummate this Contract for any reason, except Purchaser's default, Purchaser may enforce specific performance of this Contract or

may bring suit for damages against Seller; provided, however, that Purchaser shall not be entitled to recover any consequential damages.

B. If Purchaser shall fail to consummate this Contract for any reason, except Seller's default or the termination of this Contract pursuant to a right to terminate given herein, Seller shall have the right to have the Earnest Money paid to Seller as liquidated damages for the breach of this Contract as Seller's sole remedy.

14. ECONOMIC DEVELOPMENT AGREEMENT.

The development of the Property will create significant new ad valorem tax base for the City of Burleson and other taxing jurisdictions, will provide new employment opportunities, and will reduce the tax burden upon the residents of the City of Burleson. As consideration for this, the closing of this transaction is contingent upon Seller and KMP entering into an Economic Development and Performance Agreement in accordance with the Development Corporation Act of 1979, within ninety (90) days of the Effective Date of this Contract. Pursuant to the Economic Development and Performance Agreement, Purchaser is an "Affiliate" of KMP that will own and operate the Project and this Contract satisfies the conditions of Section 13.12 of the Economic Development and Performance Agreement.

15. MISCELLANEOUS PROVISIONS.

A. **Effective Date of Contract.** The term "Effective Date" of this Contract as used herein shall mean the day that this Contract has been: (1) signed by Purchaser; (2) approved by the Board of Directors of Seller; and (3) signed by the Seller. If the final date of any period falls upon a Saturday, Sunday or legal holiday under the laws of the State of Texas, or upon a date when the office of the Title Company is closed for other reasons, then in such event the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday under the laws of the State of Texas, when the Title Company's office is open.

B. **Notices.** Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, certified mail, addressed to the intended recipient at the addresses shown below, with a copy to such recipient's legal counsel, if the name of such legal counsel is shown below, or faxed to the facsimile transmission numbers of such persons shown on the signature page of this Contract. Any address for notice may be changed by written notice so given.

All notices required by this Contract shall be sent to:

SELLER:

The Burleson 4A Economic Development Corporation
Attention: City Manager
141 W Renfro Street
Burleson, Texas 76028
Facsimile: 817-426-9376

With a copy to:

Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
Attention: Dean Roggia
6000 Western Place, Suite 200
Fort Worth, Texas 76107
(817) 332-2580
Facsimile: 817-332-4740

PURCHASER:

1451, LLC, a Texas limited liability company
Attention: Rustin Mayse
1451 Heritage Parkway
Mansfield, Texas 76063

With a copy to:

Brackett & Ellis, P.C.
Attention: Amanda B. Hernandez
100 Main Street
Fort Worth, Texas 76102
(817) 339-2470
Email: ahernandez@belaw.com

C. **Forms.** At closing, Seller will execute, acknowledge and deliver a special warranty deed in the form attached to this Contract as **Exhibit C**.

D. **Attorney's Fees.** If either Party shall be required to employ an attorney to enforce or defend the rights of such Party herein, the prevailing Party shall be entitled to recover reasonable attorney's fees.

E. **Integration.** This Contract contains the complete agreement between the Parties and cannot be varied except by written agreement of the Parties. The Parties agree that there are no oral agreements, understandings, representations or warranties that are not expressly set forth herein.

F. **Survival.** The terms and conditions of this Contract and all representations, warranties, covenants and agreements made by Seller shall survive the closing of this transaction, and shall not merge herein.

G. **Binding Effect.** This Contract shall inure to the benefit of and bind the Parties hereto and their respective heirs, representatives, successors and assigns and shall be construed under the laws of the State of Texas.

H. **Rules of Construction.** The Parties acknowledge and agree that this Contract is the product of negotiation and compromise, and that both Parties have consulted legal counsel in the negotiation of the Contract, and that the Contract shall not be construed against the other Party, but all other rules of contract construction shall apply.

I. **Choice of Law and Place of Performance and Venue.** This Contract is to be construed under the substantive laws of the State of Texas, without regard to its choice of law rules. This Contract is to be performed entirely in Johnson County, Texas, and in the event of any dispute, venue shall be in the state courts located in Johnson County, Texas.

J. **Entire Contract.** This Contract, together with the Economic Development and Performance Agreement and any exhibits and addenda, any documents provided by Seller to Purchaser pursuant to this Contract, and any closing documents delivered at closing, constitute the entire agreement of the Parties concerning this transaction. There are no oral representations, warranties, agreements or promises pertaining to the sale of the Property by Seller to Purchaser not incorporated in this Contract, any exhibits and addenda, any documents provided by Seller to Purchaser pursuant to this Contract, or any closing documents delivered at closing.

K. **No Waiver of Default.** A failure of the non-defaulting Party to declare immediately a default shall not constitute a waiver of any provision of this Contract, unless this Contract expressly specifies a specific time for objection and a waiver upon a failure to timely object.

16. **CONTRACT AS OFFER.**

The execution of this Contract by the first Party to do so constitutes an offer to purchase or sell the Property. Unless within fifteen (15) days from the Effective Date of this Contract this Contract is accepted by the other Party and a fully executed copy is delivered to the first Party, the offer of this Contract shall be automatically revoked and terminated, and the Earnest Money, if any, shall be returned to Purchaser.

17. **CHANGE OF POSSESSION.**

Seller will deliver exclusive possession of the Property to Purchaser at closing.

18. DISCLAIMERS; RELEASES; AS-IS SALE.

PURCHASER HAS INSPECTED THE PROPERTY AND ACCEPTS IT AS-IS, AND ACKNOWLEDGES THAT SELLER MAKES NO WARRANTY OR REPRESENTATION REGARDING THE PROPERTY OR ITS CONDITION, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 8 ABOVE, OR OTHERWISE PROVIDED IN THIS CONTRACT AND THE WARRANTY OF TITLE WHICH WILL BE SET FORTH IN THE DEED. EXCEPT AS SET FORTH IN THIS CONTRACT AND IN THE DEED, PURCHASER ACKNOWLEDGES THAT SELLER MAKES NO WARRANTY OR REPRESENTATION THAT THE PROPERTY IS SUITABLE FOR PURCHASER'S INTENDED USE. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS CONTRACT, SELLER AND PURCHASER AGREE THAT EXCEPT AS SET FORTH IN THIS CONTRACT AND IN THE DEED, PURCHASER IS TAKING THE PROPERTY "AS IS," "WHERE IS" AND "WITH ALL FAULTS" AND WITH ANY AND ALL LATENT, AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO HABITABILITY, MARKETABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE) MADE BY SELLER WITH RESPECT TO THE PROPERTY, ALL OTHER REPRESENTATIONS AND WARRANTIES, BOTH EXPRESS AND IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED AND DENIED. PURCHASER ACKNOWLEDGES THAT IT HAS BEEN OR WILL BE GIVEN ADEQUATE TIME TO CONDUCT WHATEVER EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES OR TESTS OF THE PROPERTY AND ITS CONDITION AS PURCHASER MAY DESIRE OR DETERMINE WARRANTED, AND THAT EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS CONTRACT AND THE WARRANTY OF TITLE SET FORTH IN THE DEED, PURCHASER DISCLAIMS ANY RELIANCE ON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY OR ITS CONDITION BY SELLER OR ANY OF SELLER'S AFFILIATES OR ANY MEMBER, OFFICER, DIRECTOR, TRUSTEE, BROKER, AGENT, EMPLOYEE OR OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES, BUT PURCHASER IS RELYING SOLELY ON ITS OWN EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES OR TESTS OF THE PROPERTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING WITHOUT LIMITATION.

19. COMMISSIONS.

Both parties represent and warrant to each other that neither has dealt with any broker or finder in respect to the transaction contemplated hereby. Purchaser and Seller covenant and agree that each will, to the extent permitted by law, hold the other

Signed on this _____ day of _____, 2025.

BURLESON, TEXAS 4A ECONOMIC
DEVELOPMENT CORPORATION,

SELLER

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____, _____ of the Burleson 4A Economic Development
Corporation, a nonprofit Corporation organized under Title 12, Subtitle C1, of the Texas
Local Government Code, known to me to be the person whose name is subscribed to
the foregoing instrument, and acknowledged to me that he executed the same for the
purpose and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____,
202__.

[SEAL]

Notary Public in and for the State of Texas

Printed/Typed Name of Notary

My Commission Expires: _____

EARNEST MONEY RECEIPT

The undersigned certifies that the above-named Purchaser has paid to Truly Title of Burleson the sum of Fifty Thousand Dollars and no cents (\$50,000.00) on this _____ day of _____, 2025.

TRULY TITLE OF BURLESON

By: _____

Name: _____

Title: _____

101 NW Ellison Street Unit 105
Burleson, Texas 76028

SIGNATURE PAGES

Seller and Purchaser have executed this Contract on the dates which follow below their respective signatures.

Signed on this 27th day of February, 2025.

1451, LLC, a Texas limited liability company,

PURCHASER

By: [Signature]
Name: Rustin Mayse
Title: Owner

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared RUSTIN MAYSE, OWNER of 1451, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of FEBRUARY, 2025.

[SEAL]



[Signature]
Notary Public in and for the State of Texas

LISA THREADGILL
Printed/Typed Name of Notary
My Commission Expires: 3/12/26

harmless from and against all liabilities, claims, demands and actions by third parties for brokerage, commission, finder's or other fees relative to negotiation or execution of this Contract, or the purchase and sale of the Property, and any court costs, attorneys' fees or other costs or expenses arising therefrom. This paragraph shall survive any termination or closing of this Contract.

20. TEXAS REAL ESTATE LICENSING ACT.

The Texas Real Estate License Act requires a real estate agent to advise Purchaser that he should have an attorney examine an abstract of title to the Property being purchased; or a title insurance Policy should be obtained. Notice to that effect is, therefore, hereby given to Purchaser.

21. NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES.

Seller notifies Purchaser under Section 5.010, Texas Property Code, as follows: If for the current ad valorem tax year, the taxable value of the land that is the subject of this contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change.

22. TIME OF THE ESSENCE.

Time is of the essence in this Contract of Sale.

[SIGNATURE PAGES TO FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A

Map of Site

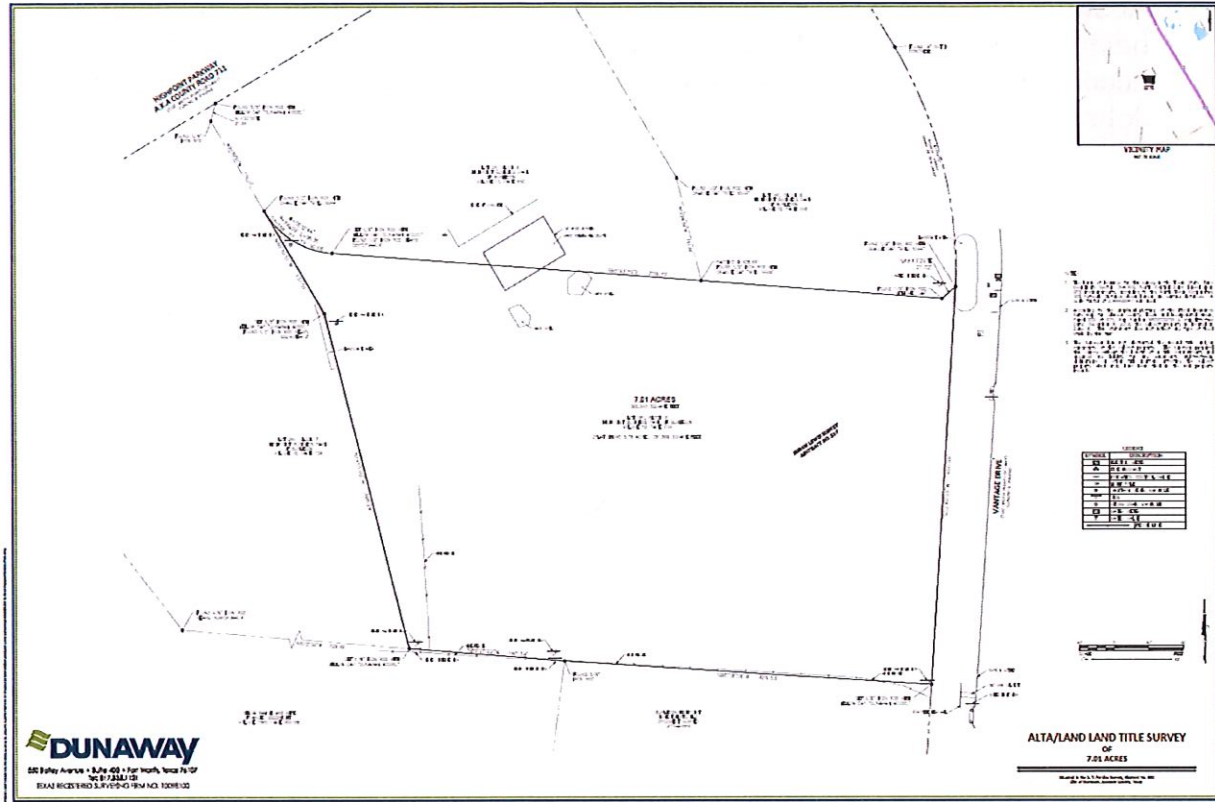


EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

Being a 7.01 acre tract of land situated in the Hiram Lewis Survey, Abstract Number 517, Johnson County, Texas, in the City of Burleson, being all of Lot 1R1, Block 7, Highpoint Business Park of Burleson, according to the plat recorded in Volume 10, Page 734, Plat Records of Johnson County, Texas.

EXHIBIT C

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 §
 §
COUNTY OF JOHNSON §

The Burseson 4A Economic Development Corporation, a nonprofit corporation organized under Title 12, Subtitle C1 of Title 12 of the Texas Local Government Code (Chapters 501 through 505) ("**Grantor**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by 1451, LLC, a Texas limited liability company ("**Grantee**"), the receipt and sufficiency of which are hereby acknowledged, and subject to the reservations described below, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee the real property located in Johnson County, Texas, described on EXHIBIT A, attached hereto, together with Grantor's rights, title, and interest in and to adjacent streets, easements, alleys, rights-of-way, and any adjacent strips or gores of real estate (the "**Land**"), together with all and singular the rights, privileges and easements appurtenant thereto, and all water, wastewater and other utility rights relating to the Property, and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Property, in each case to the extent assignable (the "**Ancillary Rights**") (collectively, the Land and the Ancillary Rights, are the "**Property**").

This conveyance is made by Grantor and accepted by Grantee subject to the matters listed within the Economic Development Performance Agreement between the Grantor and the Grantee, and any permitted encumbrances shown on EXHIBIT B, which is incorporated herein in its entirety.

GRANTEE IS RELYING ON GRANTEE'S OWN DUE DILIGENCE INVESTIGATION IN MAKING ITS DECISION TO PURCHASE THE PROPERTY AND HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF GRANTOR OR ANYONE ACTING ON BEHALF OF GRANTOR, EXCEPT FOR THE WARRANTY OF TITLE SET FORTH IN THIS DEED AND THE REPRESENTATIONS AND WARRANTIES OF GRANTOR EXPRESSLY SET FORTH IN THAT CERTAIN REAL

ESTATE PURCHASE AGREEMENT DATED _____, BY AND BETWEEN GRANTOR, AS SELLER, AND GRANTEE, AS PURCHASER (THE "PURCHASE AGREEMENT"). EXCEPT AS SET FORTH IN THIS DEED AND IN THE PURCHASE AGREEMENT, THE PROPERTY IS BEING SOLD "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Right to Repurchase. Grantor and Grantee's affiliate KMP Plumbing, LLC ("**KMP**") have entered into an Economic Development and Performance Agreement executed to be effective on February 27th 2025 (the "**Economic Development Agreement**"), which is incorporated herein by reference and which also includes performance obligations of the KMP and required plans for the "**Project**", as that term is defined in the Economic Development Agreement. Pursuant to the Economic Development Agreement, KMP shall pour a building foundation acceptable to the City of Burleson building official on or before February 28, 2026, subject to extension as provided therein. If KMP fails to pour a building foundation acceptable to the City of Burleson building official on or before February 28, 2026, as such date may be extended, and notice of KMP's failure is not cured within ninety (90) days of being notified by the Grantor, then Grantor shall have the right, but not the duty, to repurchase the Property for the Purchase Price (as that term is defined in the Purchase Agreement).

All taxes and other assessments assessed against the Property for the year 2025 have been prorated or otherwise settled between the parties, and Grantee assumes and agrees to pay such taxes and assessments in full. If this Special Warranty Deed or Grantee's use of the Property after the date hereof results in additional taxes or assessments for periods before the date hereof, such taxes and assessments shall be the obligation of and paid by Grantor, except where exempt, provided however, under no circumstances shall Grantee have any obligation for the payment of such taxes or related interest and penalties.

TO HAVE AND TO HOLD the Property, subject to the matters set forth above, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its 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, its 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.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED to be effective the ____ day of _____.

GRANTOR:

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, a nonprofit Corporation organized under Title 12, Subtitle C1, of the Texas Local Government Code

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

 §

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of the Burleson 4A Economic Development Corporation, a nonprofit Corporation organized under Title 12, Subtitle C1, of the Texas Local Government Code, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 202__.

[SEAL]

Notary Public in and for the State of Texas

Printed/Typed Name of Notary
My Commission Expires: _____

EXHIBIT A – to form of special warranty deed

LEGAL DESCRIPTION

Being a 7.01 acre tract of land situated in the Hiram Lewis Survey, Abstract Number 517, Johnson County, Texas, in the City of Burleson, being all of Lot 1R1, Block 7, Highpoint Business Park of Burleson, according to the plat recorded in Volume 10, Page 734, Plat Records of Johnson County, Texas.

EXHIBIT B – to form of special warranty deed

PERMITTED ENCUMBRANCES

1845513-v2/17612-003000

