

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (“*Agreement*”) is entered on December 24, 2024 (the “*Effective Date*”) by and between 190HWY, Inc., a Texas corporation DBA Sandy Creek Resort and Campground (the “*Seller*”), and Uncontained Living (the “*Buyer*”) and/or assigns. Buyer and Seller may be referred to herein individually as a “*Party*” or collectively as the “*Parties*”.

WITNESSETH

WHEREAS, the Seller desires to sell to Buyer, and Buyer desires to purchase from Seller substantially all the assets of the RV park business (the “*Business*”) located at 11941 U.S. Hwy 190 West, Livingston, Texas 77351 (the “*Premises*”).

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Sale of Business. The Seller agrees to sell, convey, transfer, assign and deliver to the Buyer, and the Buyer agrees to purchase, receive, accept and take delivery at the Closing (as hereinafter defined) of all of Seller’s right, title, and interest in and to the Assets (as defined below) of the Business.

2. Purchase Price and Terms. The total Purchase Price for the Assets (as defined below) shall be TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00) (“*Purchase Price*”).

At Closing, Buyer shall pay the Purchase Price to Seller, subject to any adjustments, prorations and credits as provided herein as follows in cash or other readily available funds.

3. Earnest Money Deposit. On the Effective Date, Buyer shall pay directly to Seller a non-refundable deposit of ZERO AND 00/100 DOLLARS (\$0.00) (“*Earnest Money Deposit*”) to ensure prompt observance of this Agreement by Buyer, which amount shall be applied to the Purchase Price at Closing.

4. Business Assets Transferred. Buyer is purchasing all assets of the Business, including, without limitation, all of Seller’s right, title and interest in the following (collectively, the “*Assets*”):

- a) all of the machinery, equipment, trade fixtures, tools, furniture, computers, appliances, implements, supplies, leasehold improvements, construction in progress and all other tangible personal property owned by Seller and used as part of or arising out of the Business, or of which Seller has the current possession and uses exclusively in the Business, on the Closing Date (as hereinafter defined);
- c) all supplies, safety equipment, maintenance supplies, other supplies used, a part of, or arising out of the Business and other similar items which exist on the Closing Date;
- d) all goodwill and going concern value in any way associated with the Business;

- e) all right, title and interest in all licenses, permits, applications, registrations, exemptions, notices of intent, franchises, consents, waivers, variances, authorizations, approvals and orders issued by any federal, state, municipal or other Governmental Authority relating to the Assets or the Business;
- f) all prepaid items, deposits, including security deposits and other similar assets of Seller used, a part of or arising out of the Business, which exist at the Closing Date;
- g) all rights under express or implied warranties from the suppliers of Seller with respect to the Assets, to the extent they are assignable; and
- h) subject to the exclusions set forth in Section 5 hereof, all other or additional privileges, rights, interests, properties and assets of every kind and description and wherever located that are used or intended for use exclusively in connection with, or that are necessary to the continued conduct of, the Business as presently conducted.

5. Excluded Assets. Notwithstanding anything herein to the contrary, the Parties to this Agreement expressly understand and agree that Seller is not selling, assigning, transferring or conveying to Buyer and the Assets shall not include the property listed on **Exhibit "A"** attached hereto.

6. Liabilities Transferred. Buyer is purchasing and assuming all liabilities of the Business ("**Assumed Agreements**"). Buyer shall assume Seller's obligations under the Assumed Agreements for the time period after Closing. Buyer shall pay for any and all costs associated with the assignment and transfer of the Assumed Agreements. Notwithstanding anything herein to the contrary, all such assignments and transfers shall be completed and executed on the day of Closing.

7. Closing. The closing of the sale of the Business and the Assets ("**Closing**") shall be simultaneous with the RES Contract (as defined below) (the "**Closing Date**"). The Closing shall occur at a place agreed upon by the parties. At Closing, the following documents shall be executed and delivered by the Parties:

- a) General Assignment, Bill of Sale and Assumption Agreement in a form acceptable to Seller;
- b) If applicable, Seller and Buyer shall execute an assignment and assumption agreement for any and all leases associated with the Business, in form acceptable to Seller; and
- c) Any other instruments and documents as may be necessary and appropriate and required to complete the Closing of the transaction contemplated herein.

8. Closing Contingencies. The obligations of Seller to sell and transfer the Assets under this Agreement are contingent upon the following condition, any of which, if not fulfilled by the Closing or as otherwise provided below, shall entitle Seller to terminate this Agreement and seek all remedies available to Seller at law or in equity for any damages suffered by Seller as a result of Buyer's failure to meet the conditions stated in this Agreement:

- a) All warranties and representations made by Buyer herein shall have been and remain completed and truthful in all material respect on the Closing Date;
- b) Buyer shall have delivered the funds required hereunder and all the documents to be executed by Buyer set forth in this Agreement and shall have performed all other covenants, undertakings and obligations, and complied with all conditions required by this Agreement to be performed or complied by Buyer at or prior to Closing; and
- c) Concurrently with the execution of this Agreement, Buyer and Ronnie W. Orsak, Barabara Johnson Orsak and LaNell M Orsak, entered into that certain Real Estate Sales Contract ("**RES Contract**"). The closing of this Agreement is contingent on Buyer closing on the RES Contract. In the event Buyer does not close on the RES Contract, Buyer shall be in default.

In the event the closing contingencies are not satisfied at or prior to Closing, Buyer shall be in default.

9. Prorations. All continuing obligations of the Business shall be prorated as of the Closing Date. Beginning on the Closing Date, all expenses shall be charged to Buyer and all income shall be credited to Buyer. Seller shall be credited with all income through the day of Closing. The following items, if any, shall be prorated to the day of Closing: all applicable taxes, utilities, insurance, leases or other contract rights, rents, dues, subscriptions, and license fees. Seller and Buyer shall prorate all such expenses outside of Closing unless set forth on a settlement statement.

10. Accounts Receivable and Accounts Payable. All accounts receivable accruing as of the day prior to Closing shall remain the property of the Seller and are not included as part of this transaction. Except as otherwise provided for herein, any and all accounts payable accruing as of the day prior to Closing are, and shall remain, the sole responsibility of the Seller and are not assumed by Buyer. Any and all accounts receivable and payable which shall accrue on or after the Closing Date shall be the sole property and obligation, respectively, of Buyer.

11. Business Deposits. Any and all amounts currently on deposit for the benefit of the Business, including, without limitation, leases, utility services, insurance and rent, shall remain the sole property of Seller. Buyer shall, effective with Closing, reimburse Seller for such deposit amounts as necessary to continue the operation of the Business, or make new deposits with vendors as agreed to by the Parties.

12. Default.

- a) If Buyer fails to purchase the Assets in accordance with the terms and conditions of this Agreement, or otherwise defaults in the performance of its obligations under this Agreement, for any reason other than Seller's default, Seller may, as its remedies and at its option, (i) continue with the closing of the transaction despite the default under the remaining terms and provisions of this Agreement, in which event the default will be deemed waived, (ii) terminate this Agreement, in which event Seller will retain the Earnest Money Deposit as liquidated damages (because actual

damages would be difficult to determine, vague, and speculative in nature), and neither Seller nor Buyer will have any further obligations under this Agreement except for those that expressly survive the termination of this Agreement, (iii) file suit to enforce specific performance or (iv) pursue other remedies available at law or equity.

- b) If Seller defaults in the performance of its obligations under this Agreement, for any reason other than Buyer's default or as otherwise permitted, Buyer may, as its only remedies and at its option, (i) purchase the Assets despite the default under the remaining terms and provisions of this Agreement, in which event the default will be deemed waived (and Buyer will be deemed to have expressly waived all remedies for breach of any representation or warranty of Seller known to Buyer at the time of Closing), or (ii) terminate this Agreement, in which event Buyer will be entitled to return of the Earnest Money Deposit, and neither Seller nor Buyer will have any further obligation except for those that expressly survive the termination of this Agreement.

13. Buyer's Representations. Buyer, to the best of Buyer's knowledge without any duty of inquiry or investigation, hereby represents, warrants, and covenants, to Seller as follows:

- a) **No Violation.** The execution, delivery, and compliance with and performance by Buyer of this Agreement and each of the other documents and instruments required hereby do not and will not (i) violate any law, statute, rule, regulation, order, judgment or decree to which Buyer is subject; or (ii) conflict with or result in a breach of or constitute a default under any contract, agreement or other instrument to which Buyer is a party or by which Buyer or any of Buyer's assets or properties are bound or to which Buyer or any of Buyer's assets or properties are subject.
- b) **Organization, Good Standing and Qualification.** Buyer is a _____ duly organized and validly existing under the laws of the State of Texas. Buyer has all requisite power and authority to own and operate its properties and assets and to carry on its business as presently conducted and is qualified to do business and is in good standing in each jurisdiction where the ownership or operation of its properties or conduct of its business requires such qualification, except where the failure to be so qualified or in good standing is not, when taken together with all other such failures, reasonably likely to have a material adverse effect on it.
- c) **Consents.** The execution, delivery and performance by Buyer of this Agreement and each of the other documents and instruments required hereby and the consummation of the transactions contemplated hereby and thereby do not and will not require any authorization, consent, approval, permit, filing, registration or exemption or other action by or notice to any court or administrative or governmental body.
- d) **Legal Proceedings.** There are no actions, suits, litigation, proceedings or investigations pending or threatened against Buyer which could materially adversely affect Buyer's ability to perform Buyer's obligations under this Agreement or the consummation of the transactions contemplated by this Agreement or which could

result in any lien being placed on the Assets once transferred to Buyer.

- e) Full Disclosure. This Agreement, the exhibits hereto and statements and documents furnished by Buyer in connection herewith do not include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein and herein, in light of the circumstances under which they were made, not misleading.
- f) Survival. Buyer's representations and warranties set forth herein, or in any written statements delivered to Seller, shall be true and correct as of the Closing Date, and shall survive the transfer of ownership of the Business.

14. AS IS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT NEITHER SELLER NOR SELLER'S AFFILIATES, MEMBERS, MANAGERS, PARTNERS, CONTRACTORS, AGENTS, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AND REPRESENTATIVES (COLLECTIVELY, THE "**SELLER RELATED PARTIES**") HAVE AT ANY TIME MADE AND ARE NOT NOW MAKING AND SPECIFICALLY DISCLAIM, ANY WARRANTIES, REPRESENTATIONS, OR GUARANTIES OF ANY KIND OR CHARACTER, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, EXPRESS OR IMPLIED, OF, AS, WITH RESPECT TO, OR CONCERNING ALL, ANY PORTION OF, THE ASSETS, THE NATURE OF THE ASSETS, OR THE OWNERHSIP OR OPERATION THEREOF.

BUYER IS BUYING THE ASSETS AS-IS, WHERE IS, AND WITH ALL FAULTS AND BUYER RELEASES SELLER AND SELLER RELATED PARTIES FROM ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION, OR CAUSE OF ACTION ARISING FROM OR RELATED TO THE ASSETS. THIS RELEASE WILL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO UNKNOWN CLAIMS, DAMAGES, AND CAUSES OF ACTION. THIS COVENANT RELEASING SELLER AND ALL SELLER RELATED PARTIES IS A COVENANT RUNNING WITH THE ASSETS AND IS BINDING UPON BUYER, ITS SUCCESSORS AND ASSIGNS.

BUYER REPRESENTS AND WARRANTS TO SELLER THAT BUYER IS RELYING SOLELY ON BUYER'S INDEPENDENT ANALYSIS AND INVESTIGATION OF THE ASSETS AND BUYER ASSUMES THE RISK THAT AN ADVERSE CONDITION OF THE ASSETS MAY NOT HAVE BEEN REVEALED BY ITS OWN DUE DILIGENCE. ANY INFORMATION, DOCUMENTS, OR REPORTS SUPPLIED OR MADE AVAILABLE BY SELLER, WHETHER WRITTEN OR ORAL, OR IN THE FORM OF OPERATION STATEMENTS, RENT ROLLS, OR OTHER INSPECTION REPORTS PERTAINING TO THE ASSETS (COLLECTIVELY, "**SELLER INFORMATION**") ARE BEING DELIVERED TO BUYER ON AN AS-IS, WHERE IS, AND WITH ALL FAULTS BASIS AND SOLELY AS A COURTESY. SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, OR ANY OTHER ASPECT OF THE SELLER INFORMATION.

THE PROVISIONS OF THIS PARAGRAPH WILL SURVIVE THE CLOSING OR ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT.

15. Indemnification. BUYER HEREBY INDEMNIFIES AND SHALL HOLD HARMLESS SELLER AND SELLER’S PARTNERS, OFFICERS, MEMBERS, MANAGERS, AGENTS AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL (A) CLAIMS, ACTIONS, OR CAUSES OF ACTION, LOSSES, DAMAGES AND ATTORNEY’S FEES WHICH ARISE FROM BUYER’S BREACH OF ANY OF ITS COVENANTS, REPRESENTATIONS, OR WARRANTIES AS SET FORTH IN THIS AGREEMENT; (B) LIABILITY, OBLIGATION OR COMMITMENT OF ANY NATURE RELATING TO THE ASSETS OR THE BUSINESS BASED ON EVENTS OCCURRING ON OR AFTER CLOSING; (C) CLAIMS ARISING UNDER THE ASSUMED AGREEMENTS ON OR AFTER CLOSING; (D) CONDUCT OF THE BUSINESS ON OR AFTER CLOSING, REGARDLESS OF WHETHER SUCH ACTIVITIES ARE PERFORMED IN SELLER’S NAME OR IN BUYER’S NAME; AND (E) ANY ADVERSARIAL ENVIRONMENTAL ISSUES RELATED TO THE PREMISES THAT ARISE AFTER CLOSING. THIS SECTION SHALL SURVIVE AFTER THE CLOSING.

16. Authority. Any person(s) signing this Agreement represent(s) that such person(s) has full power and authority to bind that person’s principal, and that the designated Buyer and Seller have full authority to enter into and perform this Agreement. Entering into this Agreement and the completion of the obligations pursuant to this Agreement, do not violate any Articles of Incorporation, Articles of Organization, Bylaws, Operating Agreement, Partnership Agreement or other document governing the activity of either Buyer or Seller.

17. Attorney’s Fees and Court Costs. Buyer and Seller shall each be responsible for their own legal fees, if any, incurred on their behalf as a result of this transaction. Any signatory to this Agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney fees from the non-prevailing party.

18. Intentionally Deleted.

19. Notices. All written notices or delivery of documents to a Party as may be required by this Agreement shall be effective only when accomplished by either (a) sent to the respective parties at the addresses set for herein below by depositing the document or written notice postage prepaid in the U.S. Mail; or (b) electronically transmitting the document or written notice to the Party’s email address herein below.

Seller:

190HWY, Inc
222 Sonny’s Lane
Livingston, Texas 77351
Phone: _____
Fax: _____
Email : _____

Buyer:

Uncontained Living
2600 South Shore Blvd, Suite 300

League City, TX 77573
Phone: 281-732-2428

Fax: _____
Email: juan@uncontainedliving.net

Barbara Johnson Orsak babs.2525@yahoo.com

With copy to:

LaNell M Orsak lmorsak@eastex.net

Ronnie W Orsak Ronnie073@yahoo.com

Vellani Law
Attn: Faisal R. Vellani
14090 Southwest Freeway, Suite #150
Sugar Land, Texas 77478
Fax: 832.500.7906
Email: FRVellani@VellaniLaw.com

20. Binding Effect. This Agreement shall bind and insure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the Parties hereto and upon execution by all Parties, this Agreement shall be absolutely binding and fully enforceable.

21. Severability. In the event that any of the provisions, or portions thereof, of the Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof shall not be affected thereby and effect shall be given to the intent manifested by the provisions, or portions thereof held to be enforceable and valid.

22. Paragraph Headings. The various headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of the contract or any section thereof.

23. Choice of Law. This Agreement shall be governed by the laws of the State of Texas, to be performed in the County of Polk.

24. Assignment. Buyer may not assign, transfer, or convey its rights or obligations under this Agreement or with respect to the Assets without Seller's written consent.

25. Amendment and Waiver. Except as provided herein, this Agreement may be amended, modified or superseded only by a written instrument signed by all Parties to this Agreement. No party shall be deemed to have waived compliance by another party of any provision of this Agreement unless such waiver is contained in a written instrument signed by the waiving party and no waiver that may be given by a party will be applicable except in the specific instance for which it is given. The failure of any Party to enforce at any time any of the provisions of this Agreement or to exercise any right or option contained in this Agreement or to require at any time performance of any of the provisions of this Agreement, by any of the other Parties shall not be construed to be a waiver of such provisions and shall not affect the validity of this Agreement or any of its provisions or the right of such party thereafter to enforce each provision of this Agreement. No course of dealing shall operate as a waiver or modification of any provision of this Agreement or otherwise prejudice such party's rights, powers and remedies.

26. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all such counterparts shall constitute but one and the same agreement. A copy or facsimile of this Agreement shall have the same force and effect as that of an original.

27. Third Party Beneficiaries. This Agreement does not create, and will not be construed as creating, any rights enforceable by any person not a party to this Agreement. All documents

required to be signed by third-parties shall have been properly executed by such third-parties, or obtained as a post-Closing obligation.

28. Further Assurances. Each Party shall execute and deliver such additional documents and take such additional actions as may be reasonably necessary or appropriate to affect and consummate the Agreements contained herein all in accordance with and subject to the terms and conditions of this Agreement.

29. Disputes. Any dispute, controversy or claim ("***Dispute***"), whether based on contract, tort, statute or other legal or equitable theory (including, without limitation, any Dispute concerning fraud, misrepresentation, or fraudulent inducement or any question of validity or effect of this Agreement, including this clause) arising out of or related to this Agreement (including any amendments or extensions) the breach or termination hereof or thereof, shall be first submitted by the Parties to mediation (*i.e.*, prior to filing suit), with a qualified and trained mediator skilled in resolving disputes. If the Parties cannot agree upon a mediator, then upon request or motion by either Party, a mediator shall be appointed by the Administrative Judge of the civil courts of Polk County, Texas.

30. Jurisdiction. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the Parties in the state courts of the State of Texas, County of Polk, and each of the Parties consent to the jurisdiction of such courts and of the appropriate appellate courts in any such action or proceeding and waives any objection to venue laid therein.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement and it shall be effective as of the date first written above.

SELLER:

BUYER:

190HWY, Inc.,
a Texas corporation

Uncontained Living

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

By:  _____
Name: Juan Cuvas
Title: **Founder & CEO**
Date: **12/24/2024**

 Authentisign
Barbara Johnson Orsak 12/29/24

Barbara Johnson Orsak

 Authentisign
LaNell M Orsak 12/29/24

LaNell M Orsak

 Authentisign
Ronnie W Orsak 12/29/24

Ronnie W Orsak

Exhibit "A"

Excluded Assets

1. Cash on hand and in bank accounts
2. Accounts Receivable
3. Real Property
5. Seller's items stored in the storage sheds #s _____
6. Tractors and mobile vehicles on site
7. All items in the office, including, without limitation, computers, picture frames, furniture, appliances