

## **REAL ESTATE SALES CONTRACT**

This REAL ESTATE SALES CONTRACT ("**Contract**") is entered into by Ronnie W. Orsak ("**RWO**"), Barbara Johnson Orsak ("**BJO**") and LaNell M Orsak ("**LMO**"); LMO RWO and BJO are herein collectively referred to as "**Seller**", and Uncontained Living ("**Purchaser**"), or its assigns as permitted under this Contract.

### **RECITALS**

Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller all of Seller's right, title, and interest in and to the real property described below and any improvements on it.

### **AGREEMENT**

In consideration of these recitals, the mutual covenants, agreements, and obligations stated below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Purchaser agree as follows:

### **ARTICLE 1 SALE AND PURCHASE**

**1.1. Property.** Subject to the terms and conditions set forth in this Contract, Purchaser agrees to purchase from Seller, and Seller agrees to sell to Purchaser, the properties described on the hereto attached **Exhibit A** and more particularly described as follows (collectively, "**Property**"):

(a) **Real Property.** The real property described in **Exhibit A**,

together with (1) all buildings, structures, fixtures, and improvements situated on, in, or under the real property (collectively, the "**Improvements**"), and (2) all of Seller's right, title, and interest in and to the appurtenances to the real property, including but not limited to all right, title, and interest of Seller in and to adjacent roads, rights-of-way, alleys, drainage facilities, easements, and utility facilities and strips and gores between the described real property and abutting properties, and all utility, access, and development rights (collectively, "**Real Property**").

(b) **Leases.** All of Seller's right, title, and interest in any leases, licenses, occupancy agreements, or other agreements demising space in and providing for the use or occupancy of the Real Property (each a "**Lease**", and collectively, "**Leases**"), and the security deposits for the Leases.

(c) **Service Contracts.** To the extent Purchaser agrees and subject to Section 5.4, Seller will assign to Purchaser, all of Seller's right, title, and interest in and to any service or maintenance contracts for the provision of labor, services, materials, or supplies relating to the ownership, maintenance, and operation of the Real Property and Personal Property (each a "**Service Contract**," and collectively, "**Service Contracts**").

(d) Licenses and Permits. To the extent assignable by Seller to Purchaser, all of Seller's right, title, and interest in and to (1) licenses, permits, certificates of occupancy, or similar documents relating to the Real Property and Personal Property, and (2) plans, drawings, specifications, surveys, engineering reports, and other technical descriptions of the Real Property (collectively, "*Licenses and Permits*").

(e) Laundromat. All of Seller's right, title, and interest related to the onsite laundromat and the laundromat machines and equipment therein.

(f) 2011 Polaris. All of Seller's right, title, and interest related to the 2011 Polaris side-by-side vehicle which currently services the Real Property.

The Property shall exclude any personal property of the Seller, including, without limitation, any office furniture, office equipment, computers, etc.

## ARTICLE 2 PURCHASE PRICE

**2.1. Purchase Price**. The purchase price to be paid by Purchaser to Seller for the Property is ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$1,750,000.00) ("*Purchase Price*").

## ARTICLE 3 PAYMENT OF PURCHASE PRICE

**3.1. Payment of Purchase Price**. Purchaser will pay the Purchase Price as follows:

(a) Within one (1) business day after this Contract is fully executed by Seller and Purchaser, Purchaser will deposit with Sage Title Company ("*Title Company*"), at 3000 Wesleyan, Houston, Texas 77027, Escrow Officer: Read Hammond, Email: Read@sagetitleco.com, Phone #: 832.500.7905, Fax # 832.500.7906, a fully executed original counterpart of this Contract. In addition, within three (3) business days after an original executed counterpart of this Contract is deposited with the Title Company, Purchaser will deposit with the Title Company TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) ("*Earnest Money Deposit*") to ensure prompt observance of this Contract by Purchaser.

(b) The balance of the Purchase Price, adjusted to reflect prorations and other adjustments as further described herein, will be paid to Seller on the Closing Date in cash or other readily available funds, simultaneously with the delivery of the Deed (as defined below) from Seller to Purchaser.

**3.2. Refundability**. After the Inspection Period (as defined below) expires, the Earnest Money Deposit will be nonrefundable to Purchaser, except that the Earnest Money Deposit, less the Independent Contract Consideration, will be promptly refunded to Purchaser and the parties will have no further obligations if this Contract is terminated under Section 8.2.

## ARTICLE 4 TITLE STATUS

### 4.1. Title Commitment and Survey.

(a) Seller authorizes Purchaser to obtain from the Title Company a Texas standard form Commitment for Title Insurance (Form T-7) ("**Commitment**"), together with legible copies of all instruments and documents referred to as exceptions to title to the Property ("**Exception Documents**"), in the amount of the Purchase Price, in favor of Purchaser, under which the Title Company agrees, subject to the Commitment, to issue to Purchaser at Closing a Texas standard form Owner's Policy of Title Insurance (Form T-1) insuring fee simple, indefeasible title to the Property in Purchaser ("**Owner Policy**"); and

(b) Purchaser, at Purchaser's cost and expense, will deliver or have delivered to Seller and the Title Company within ten (10) days after the Effective Date, an on-the-ground, ALTA/ACSM survey of the Property ("**Survey**"). At Closing Seller will pay for half of the Survey in the event this Contract closes.

4.2. Review of Title Documents. The review of the Commitment, the Exception Documents, and the Survey (collectively, "**Title Documents**") will be governed by the following terms:

(a) Purchaser Obligations. Purchaser will have three (3) days after Purchaser's receipt of the last of the Title Documents ("**Title Review Period**") to provide Seller written objections to the status of title to the Property. If written objections have not been received by Seller before the Title Review Period expires, Purchaser will be deemed to have conclusively accepted and approved the status of title to the Property as shown by the Title Documents, and all the matters shown in the Title Documents will be Permitted Exceptions (as defined in Section 4.3).

(b) Seller Response. If Purchaser does deliver written objections to Seller before the expiration of the Title Review Period, Seller will within ten (10) days of receiving the objections ("**Response Period**"), notify Purchaser of which objections Seller will cure before Closing ("**Cure Notice**"). Seller will have no obligation to cure any of Purchaser's title objections. If Seller does not agree or is unable to cure all of Purchaser's title objections before the expiration of the Response Period, Purchaser may either (1) waive the title objections in writing and purchase the Property despite the objections, in which event said objections will be deemed Permitted Exceptions, or (2) terminate this Contract by giving written notice to Seller within three (3) days after the expiration of the Response Period, in which event the Earnest Money Deposit, less the Independent Contract Consideration, will be returned to Purchaser on demand, and neither Seller nor Purchaser will have any further obligations under this Contract except for those that expressly survive its termination.

4.3. Conveyance by Deed. Seller will deliver to Purchaser at Closing a special warranty deed ("**Deed**") in recordable form and in the form and substance acceptable to Seller conveying to Purchaser fee simple title to the Real Property, subject to the exceptions to title contained in

the Title Documents approved or waived by Purchaser under Section 4.2 (“*Permitted Exceptions*”).

## ARTICLE 5 INSPECTION AND EXAMINATION

**5.1. Inspection Period.** Purchaser’s inspection and examination of the Property will be governed by the following terms:

(a) **Time Period.** Purchaser will have a period until March 31, 2025 (“*Inspection Period*”), during which time Purchaser, or its authorized agents or representatives, will be entitled to enter on the Property for the purpose of inspecting, examining, and conducting tests on the Property. Notwithstanding anything herein to the contrary, prior to entering upon the Property for purposes of performing any inspection thereof, Purchaser or its agents will provide Seller with written notice together with a detailed description of the inspections to be conducted at the Property at least forty-eight (48) hours prior to conducting such inspections.

(b) **Termination.** If Purchaser, in its sole discretion, is dissatisfied with the results of the inspection of the Property, regardless of whether any tests or inspections were actually made by Purchaser, Purchaser may, by written notice delivered to Seller before the expiration of the Inspection Period, terminate this Contract, in which event the Earnest Money Deposit, less the Independent Contract Consideration, will be returned to Purchaser on demand, and neither Seller nor Purchaser will have any further obligations under this Contract except for those that expressly survive its termination. If Purchaser does not terminate this Contract by delivery of written notice to Seller before the expiration of the Inspection Period, Purchaser will no longer have a right of termination under this Section but will have a continuing right to enter on the Property.

(c) **Indemnification.** Except for the mere discovery of existing defects or conditions affecting the Property, Purchaser will release, indemnify, and hold Seller harmless from and against any liabilities, claims, demands, or actions incident to, resulting from, or in any way arising from any such test, report, inspection, or analysis or any entry by or on behalf of Purchaser onto the Property. The terms of this Section will expressly survive the termination or Closing of this Contract.

(d) **Insurance.** Purchaser agrees that, in making any permitted physical or environmental inspections of the Property, Purchaser or Purchaser’s agents will carry at least ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) commercial general liability insurance with contractual liability endorsement that insures the above indemnity obligations, contains a waiver of subrogation. Purchaser will, on Seller’s written request, provide Seller with written evidence of Purchaser’s commercial general liability insurance.

**5.2. Environmental Survey.** The inspection and examination of the Property relative to the environmental condition of the Property will be governed by the following terms:

(a) **Examination Authority.** Purchaser, at its expense, may conduct a Phase I of the Property ("**Environmental Survey**"), which must be completed before the Inspection Period expires. If an Environmental Survey is conducted, Purchaser will deliver to Seller a written report stating the findings obtained in the Environmental Survey. Notwithstanding anything herein to the contrary, Purchaser will not conduct a Phase II or any other invasive testing of the Property without obtaining Seller's prior written consent, which consent may be withheld in Seller's sole discretion.

(b) **Remediation/Termination.** If, as a result of the Environmental Survey, or by any other means, Purchaser or Seller becomes aware of the existence of toxic or hazardous wastes (including asbestos) or other environmental contamination on or within the Property, Purchaser will have the right to immediately terminate this Contract before the expiration of the Inspection Period. If Purchaser terminates this Contract under this Section, the Earnest Money Deposit, less the Independent Contract Consideration, will be returned to Purchaser and the parties will have no further obligations under this Contract except for those that expressly survive its termination.

**5.3. Service Contracts.** Prior to the expiration of the Inspection Period, Purchaser may deliver written notice to Seller ("**Service Contracts Notice**") specifying any Service Contracts for which Purchaser wants to have Seller deliver notices of termination on or before Closing (each a "**Terminated Contract**," and collectively, "**Terminated Contracts**"), provided that (a) the effective date of the termination at Closing will be subject to the express terms of the Terminated Contracts, (b) if any Service Contract cannot by its terms be terminated, it will be assumed by Purchaser and not be a Terminated Contract, and (c) to the extent that any Terminated Contract or any Service Contract assigned to Purchaser requires payment of a fee or penalty for cancellation or assignment, Purchaser will be solely responsible for the payment of any cancellation fees or penalties. If Purchaser fails to deliver the Service Contracts Notice before the Inspection Period expires, there will be no Terminated Contracts and Purchaser will assume all Service Contracts at Closing.

**5.4 Document Inspection.** To facilitate Purchaser's inspection of the Property, Seller will provide to Purchaser, within ten (10) days after the Effective Date, if readily available and in actual possession of Seller, all documents related to the Property.

## ARTICLE 6 CLOSING

**6.1. Closing Date.** The consummation of the transactions contemplated by this Contract ("**Closing**") will take place in the offices of the Title Company, on or before the date that is thirty (30) days after the date on which the Inspection Period expires ("**Closing Date**"). Notwithstanding anything herein to the contrary, in the event Purchaser is unable to obtain financing for the purchase of the Property on or prior to the Closing Date, Purchaser may extend the Closing Date one (1) time for a period of thirty (30) days by notifying Seller and the Title Company in writing on or before that date which is three (3) days prior to the Closing Date and depositing with the Title Company an additional non-refundable FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) ("**Extension Fee**") on or before that date which is three

(3) days prior to the Closing Date. The Extension Fee shall be non-refundable but applicable towards the Purchase Price at Closing.

**6.2. Closing Costs.** At Closing, **Seller will pay** (a) the base premium for the Owner Policy (b) the cost of satisfying any liens not deemed Permitted Exceptions, (c) Seller's legal fees, and (d) the cost of any tax certificates, municipal and utility lien certificates, and any other Title Company charges, and (e) all other items normally paid by Seller's in real estate transactions. **Purchaser will pay** (a) any costs related to the issuance of the Commitment and any inspection fees charged by the Title Company in connection with the issuance of the Owner Policy, (b) the cost of Purchaser's due-diligence inspection, (c) the cost to modify the areas-and-boundaries exception in the Owner Policy to read "shortages in area" only (if requested by Purchaser), (d) the cost for any extended coverages or endorsements to the Owner Policy required by Purchaser and any lender of Purchaser, (e) the premium for the Lender Policy of Title Insurance, (f) Purchaser's legal fees, (g) any escrow or closing fee charged by the Title Company, and (h) all other items normally paid by Purchaser's in real estate transactions.

**6.3. Prorations.** Title to the Property on the day of Closing will belong to Purchaser, and all prorations to be made as of Closing will be made as of 12:01 a.m., Central Time, on the Closing Date. For each proration below, the portion applicable to periods beginning as of Closing will be credited or charged to Purchaser and the portion applicable to periods ending as of Closing will be credited or charged to Seller.

(a) **Taxes and Assessments.** General real estate taxes and assessments imposed by governmental authority and any assessments imposed by private covenant constituting a lien or charge on the Property for the current calendar year or other current tax period (collectively, "**Taxes**") not yet due and payable will be payable by proration. If Closing occurs before Seller receives the tax bill for the calendar year or other applicable tax period in which Closing occurs, Purchaser and Seller will prorate Taxes for that calendar year or other applicable tax period based on the most recent ascertainable assessed values and tax rates, and any rollback taxes assessed after the Closing Date due to Purchaser's change of use of the Land will be paid solely by Purchaser. Any other assessments after the Closing Date will be paid solely by Purchaser, and as soon after the Closing as the exact amount of the ad valorem taxes are known, the proration will be adjusted, if necessary, and appropriate cash adjustments will be made by Purchaser and Seller, if necessary.

(b) **Utility Bills and Deposits.** Water, electric, telephone, and other utility and fuel charges will be prorated on the basis of the last ascertainable bills (and prorated again on receipt of the actual bills or invoices) unless final meter readings and final invoices can be obtained before Closing. If possible, Seller will have utility meters read no more than one (1) day before the Closing Date. Purchaser will be responsible for making any deposits required with utility companies.

(c) **Collected Rent.** All collected rent and other collected income (and any applicable state or local tax on rent) under the Leases in effect on the Closing Date will be prorated. Seller will be charged with any rent and other income collected by Seller before Closing but applicable

to any period of time after Closing. Uncollected rent and other income will not be prorated at Closing. Purchaser will apply rent and other income from tenants that are collected after Closing first to the obligations then due to Purchaser for its period of ownership and to reasonable costs of collection, remitting any balance to Seller. Any prepaid rents for the period following the Closing Date will be paid over by Seller to Purchaser. Purchaser will make reasonable efforts, without suit, to collect any rents applicable to the period before Closing.

(d) Operating Costs. If Seller, as landlord under the Leases, is currently collecting from tenants additional rent to cover Taxes, insurance, utilities, common-area maintenance, and other operating costs and expenses (collectively, "*Operating Costs*") incurred by Seller in connection with the ownership, operation, maintenance, and management of the Property, at Closing, Purchaser will receive a credit equal to the amount by which payments made by tenants for Operating Costs exceed the amount actually and properly paid by Seller during the same period for Operating Costs. Operating Costs that are not paid by tenants directly or reimbursed under the Leases will be prorated at Closing.

(e) Leasing Costs. Purchaser agrees to pay or discharge at or before Closing all leasing commissions, costs for tenant improvements, legal fees, and other costs and expenses (collectively, "*Leasing Costs*") that are, as of the Closing Date, due for Leases in force on the Effective Date. Purchaser will assume the obligation to pay, all leasing commissions payable under the Leases for any option to renew or option to expand that has not been exercised before the Effective Date. As of Closing, Purchaser will assume Seller's obligations for Leasing Costs (1) that are, as of the Closing Date, not yet due for Leases in force on the Effective Date, and (2) that are incurred for Leases and Lease renewals and extensions executed after the Effective Date. If, as of the Closing Date, Seller has paid any Leasing Costs for which Purchaser is responsible under this Section, Seller will be credited with an amount equal to those Leasing Costs.

(f) Fees and Charges Under Service Contracts. Fees and charges under the Service Contracts assumed by Purchaser at Closing will be prorated, except as otherwise provided in Section 5.4.

(g) Deposits. The amount of security deposits paid under the Leases and not applied by Seller will be credited to Purchaser against the Purchase Price on the Closing Date. Purchaser will assume at Closing the obligation to return security deposits to tenants under the Leases, to the extent that the security deposits are credited to Purchaser at Closing. Seller will not apply any security deposits to past-due rents or any other tenant default after the Effective Date of this Contract.

(h) Final Adjustment After Closing. If final prorations cannot be made at Closing for any item being prorated under this Section, including Taxes, then Purchaser and Seller agree to allocate those items on a fair and equitable basis as soon as invoices or bills are available, with final adjustment to be made as soon as reasonably possible after Closing, to the effect that income and expenses are received and paid by the parties on an accrual basis for their period of ownership. Payments for the final adjustment will be due within thirty (30) days after receiving

written notice. Seller, at its expense, and on three (3) business days' written notice to Purchaser, will have reasonable access to, and the right to inspect and audit, Purchaser's books to confirm the final prorations.

(i) Survival. The terms and provisions of this Section will survive the Closing.

**6.4. Seller's Obligations at Closing**. At Closing, Seller will deliver, or have delivered in accordance with local custom and practice, to the Title Company the documents in (a)-(g) below, each of which will be duly executed and, if appropriate, acknowledged, together with any other necessary or appropriate items or instruments:

(a) Deed. The Deed.

(b) Bill of Sale. A bill of sale in the form and substance acceptable to Seller conveying all of Seller's right, title, and interest in the Personal Property to Purchaser free and clear of all restrictions, conditions, easements, liens, and other encumbrances, except the Permitted Exceptions.

(c) Assignment and Assumption of Leases. An assignment and assumption of leases in the form and substance to Seller assigning to Purchaser all of Seller's interest in the Leases and the security deposits, which will provide for Purchaser to assume all of the obligations under the Leases that may arise after the Closing Date.

(d) Assignment and Assumption of Service Contracts. An assignment and assumption of service contracts in the form and substance acceptable to Seller assigning to Purchaser all of Seller's interest in the Service Contracts being assumed by Purchaser and the Licenses and Permits, which will provide for the Purchaser to assume all of the obligations under those Service Contracts and the Licenses and Permits after the Closing Date.

(e) Nonforeign Affidavit. An affidavit required under Internal Revenue Code section 1445 stating, under penalty of perjury, that neither Seller nor any other party so swearing is a foreign person within the meaning of Section 1445.

(f) Evidence of Authority. Any documents reasonably requested by the Title Company or required by this Contract to confirm that this transaction and the parties executing the documents are fully authorized and empowered to act.

**6.5. Purchaser's Obligations at Closing**. At Closing, Purchaser will deliver, or have delivered in accordance with local custom and practice, to the Title Company the following:

(a) Cash Funds. The cash funds for the Purchase Price less the Earnest Money Deposit (as defined in Sections 2.1 and 3.1).

(b) Closing Documents. Counterparts of the documents referred to in Sections 6.4 (b)-(d) above, each of which will be duly executed by Purchaser and, if appropriate, acknowledged, together with any other necessary or appropriate items or instruments.

(e) Evidence of Authority. Any documents reasonably requested by the Title Company or required by this Contract to confirm that this transaction and the parties executing the documents are fully authorized and empowered to act.

**6.6. Delivery of Possession.** Possession of the Property will be delivered to Purchaser at Closing, after completion of funding, subject only to the Permitted Exceptions.

**6.7. Closing Contingencies.** This Contract is contingent on the closing of the Asset Purchase Agreement (“*APA*”) between Purchaser and 190HWY, Inc., a Texas corporation DBA Sandy Creek Resort and Campground. In the event Purchaser does not close on the *APA*, Purchaser shall be in default.

## **ARTICLE 7 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**7.1. Seller’s Representations, Warranties, and Covenants.** Seller represents, warrants, and covenants to Purchaser the following:

(a) Authority. Seller has been duly organized and is in good standing under the laws of the state of its organization. Seller has the legal right and authority to enter into this Contract and to transfer all of the Property under this Contract. The person signing this Contract on Seller's behalf is authorized to do so.

(b) Terrorist Organizations Lists. Neither Seller nor, to Seller's actual knowledge, any of its respective partners, members, shareholders, owners, employees, officers, directors, representatives, or agents is or will become a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Assets Control of the Department of the Treasury (including those named on the OFAC’s Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001), or other governmental action.

Notwithstanding anything herein to the contrary, this Section 7.1 will not survive the Closing or termination of this Contract.

**7.2. Purchaser’s Representations, Warranties, and Covenants.** Purchaser represents, warrants, and covenants to Seller the following:

(a) Authority. Purchaser has been duly organized and is in good standing under the laws of the state of its organization. Purchaser has the legal right and authority to enter into this Contract and to make the transactions under this Contract. The execution, delivery, and performance of this Contract have been duly authorized, and no other action by Purchaser is required for the valid and binding execution, delivery, and performance of this Contract, except as otherwise expressly provided. There is no agreement to which Purchaser is a party or, to Purchaser’s knowledge, binding on Purchaser that is in conflict with this Contract.

(b) Terrorist Organizations Lists. Neither Purchaser nor, to Purchaser's actual knowledge, any of its respective partners, members, shareholders, owners, employees, officers, directors, representatives, or agents is or will become a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Assets Control of the Department of the Treasury (including those named on the OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001), or other governmental action.

**7.3. As Is.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT, EXCEPT AS EXPRESSLY SET FORTH THEREIN AND THE WARRANTY OF TITLE CONTAINED IN THE DEED (COLLECTIVELY, THE "**EXPRESS REPRESENTATIONS**"), 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, WITHIN THE VICINITY OF, OR ON OR UNDER THE PROPERTY, THE NATURE OF THE PROPERTY, OR THE OWNERSHIP OR OPERATION THEREOF.

EXCEPT FOR THE EXPRESS REPRESENTATIONS, PURCHASER IS PURCHASING THE PROPERTY AS-IS, WHERE IS, AND WITH ALL FAULTS AND PURCHASER 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 PROPERTY. 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 PROPERTY AND IS BINDING UPON PURCHASER, ITS SUCCESSORS AND ASSIGNS.

PURCHASER REPRESENTS AND WARRANTS TO SELLER THAT PURCHASER IS RELYING SOLELY ON PURCHASER'S INDEPENDENT ANALYSIS AND INVESTIGATION OF THE PROPERTY AND PURCHASER ASSUMES THE RISK THAT AN ADVERSE CONDITION OF THE PROPERTY 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 MAPS, SURVEYS, PLATS, SOIL REPORTS, ENGINEERING STUDIES,

ENVIRONMENTAL STUDIES, OPERATION STATEMENTS, RENT ROLLS, OR OTHER INSPECTION REPORTS PERTAINING TO THE PROPERTY (COLLECTIVELY, "**SELLER INFORMATION**") ARE BEING DELIVERED TO PURCHASER 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 THE CONTRACT AND MAY BE ADDED TO THE DEED BY SELLER."

## **ARTICLE 8 DEFAULT**

**8.1. Purchaser's Default.** If Purchaser fails to purchase the Property in accordance with the terms and conditions of this Contract, or otherwise defaults in the performance of its obligations under this Contract, for any reason other than Seller's default, Seller may, as its remedies and at its option, (a) continue with the closing of the transaction despite the default under the remaining terms and provisions of this Contract, in which event the default will be deemed waived, (b) terminate this Contract, 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 Purchaser will have any further obligations under this Contract except for those that expressly survive the termination of this Contract, and/or (c) pursue other remedies available at law or equity.

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

## **ARTICLE 9 CASUALTY LOSS**

**9.1. Risk of Loss.** Risk of loss due to casualty up to and including the Closing Date will be borne by Seller (as between Seller and Purchaser), except to the extent of any loss or damage caused solely by the acts of Purchaser or its agents, employees, contractors, or invitees. The provisions of this Section will govern despite any contrary provisions of Texas Property Code section 5.007.

**9.2. Condemnation.** By written notice to Purchaser given within ten (10) days after Seller receives written notice of proceedings in eminent domain affecting the Property that are contemplated, threatened, or instituted by anybody having the power of eminent domain, Purchaser may (a) terminate this Contract and the Earnest Money Deposit, less the Independent Contract Consideration, will be immediately returned to Purchaser without the necessity of obtaining any consent or release by Seller, or (b) proceed under this Contract, in which event Seller will, at Closing, assign to Purchaser its entire right, title, and interest in and to any condemnation award. The provisions of this Section will govern despite any contrary provisions of Texas Property Code section 5.007.

## **ARTICLE 10 BROKER FEES AND COMMISSIONS**

**10.1. Brokerage Fees.** Seller and Purchaser hereby acknowledge, represent and warrant to each other that, REALM Real Estate Professionals - Sugar Land, License # 526923 and Nizar Noore, License # 0771112 represent the Seller and will be paid a commission equal to three (3%) of the Purchase Price and APA sales price by Seller at Closing and UNIVERSAL HOME SOLUTIONS LLC DBA JLA Atascocita, 18700 W Lake Houston Pkwy b103, Humble, TX 77346, Real Estate LLC, License #9000562 and Juan Cuevas, License #599268 represent Purchaser and will be paid a commission equal to three (3%) of the Purchase Price and APA sales price by Seller at Closing. No other broker or finder has been employed by either Seller or Purchaser in connection with the sale and purchase transaction contemplated in this Contract and that no commission, finder's fee or similar remuneration, by whatever name, is payable by Seller or Purchaser or due to any other broker or finder in connection with this Contract or the sale and purchase transaction contemplated herein. Seller and Purchaser each, respectively, hereby agree to indemnify, defend, save and hold the other harmless from and against the payment of any commissions or fees or claims for commissions or fees as a result of any actions taken or agreements, respectively, made by them with respect to the sale and purchase transaction contemplated in this Contract. Seller will be responsible for (and will pay at or prior to Closing) all leasing commissions incurred as of the Closing Date with respect to the Property. The provisions of this Article will expressly survive any closing or closings hereunder or the termination of this Contract for any reason.

## **ARTICLE 11 NOTICE**

**11.1. Notice Designation.** All notices required or permitted under this Contract must be in writing and be served on the parties at the addresses listed below. Unless otherwise provided, all notices must be given or served (a) by overnight delivery using a nationally recognized overnight courier, (b) by personal delivery, (c) by fax transmission during normal business hours with a confirmation copy delivered by another method permitted under this Section other than e-mail, or (d) by e-mail sent to the e-mail address listed below with a confirmation copy delivered by another method permitted under this Section other than fax transmission. Notice given by all permitted forms other than fax transmission or e-mail will be effective on the earlier of actual delivery to the address of the addressee or refusal of receipt by the addressee

(even if the addressee refuses delivery). Notice given by fax transmission or e-mail will be effective on the transmission or attempted transmission of a fax to the phone number designated as the recipient's fax number during normal business hours or an e-mail to the e-mail address designated as the recipient's e-mail address during normal business hours. A party's address, fax number, or e-mail address may be changed by written notice to the other party, but a notice of change is not effective until actual receipt of the notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice will not be deemed a failure to give notice. Notices given by a party's attorney will be deemed given by that party. The notice addresses of the parties are specified below until further notice:

**Seller:**

**Purchaser:**

Ronnie W. Orsak

Uncontained Living  
2600 South Shore Blvd Ste 300  
League City, TX 77573

Phone: \_\_\_\_\_  
Email : Ronnie073@yahoo.com

Phone: 281-732-2428  
Email: juan@uncontainedliving.net

Barabara Johnson Orsak

Phone: \_\_\_\_\_  
Email: babs.2525@yahoo.com

LaNell M Orsak  
222 Sonny's Lane  
Livingston, TX 77351

Phone: \_\_\_\_\_  
Email: lmorsak@eastex.net

**With copy to Seller's Attorney:**

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

**ARTICLE 12  
MISCELLANEOUS**

**12.1. Binding Agreement.** This Contract and all of its terms, provisions, and covenants will apply to, be binding on, and inure to the benefit of the parties and their respective successors and assigns.

**12.2. Headings.** The headings used in this Contract are for convenience only and are not intended in any way to limit or expand the terms and provisions of this Contract.

**12.3. Time of Essence.** Time is of the essence in this Contract.

**12.4. Governing Law.** This Contract will be governed by and interpreted under the laws of the State of Texas, regardless of any conflict-of-law rules. This Contract will be specifically performable in Polk County, Texas.

**12.5. Entire Agreement.** This Contract contains the entire agreement of the parties. All understandings, discussions, and agreements previously made between the parties, written or oral, are superseded by this Contract, and neither party is relying on any warranty, statement, or representation not contained in this Contract.

**12.6. Amendment.** This Contract may not be altered, changed, or amended except by a written agreement signed by all parties.

**12.7. Counterparts.** This Contract may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one agreement.

**12.8. Broker Disclosure.** Purchaser acknowledges that, at the time of the execution of this Contract, Broker advised Purchaser by this writing that Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection or that Purchaser should be furnished with or obtain a policy of title insurance.

**12.9. Date Computation.** If any significant date falls on a Saturday, Sunday, or federal or state holiday, the date will be deemed moved to the next business day that is not a Saturday, Sunday, or federal or state holiday. The term "*business day*" means a day that is not a Saturday, Sunday, or federal or state holiday.

**12.10. Contract Consideration.** Notwithstanding anything herein to the contrary, the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) ("*Independent Contract Consideration*") of the Earnest Money Deposit will be independent contract consideration for Purchaser's right to terminate this Contract during the Inspection Period, will be non-refundable, and will be distributed to Seller upon any termination of this Contract as full payment and independent consideration for Seller's performance under this Contract. If this Contract is properly terminated by Purchaser prior to the expiration of the Inspection Period, the Earnest Money Deposit less the Independent Contract Consideration will be promptly returned to Purchaser and without the Title Company needing any authorization from Seller to return and release the Earnest Money Deposit to Purchaser and the parties will have no further rights or obligations under this Contract except for any that expressly survive the termination of this Contract.

**12.11. Confidentiality.** Before Closing, Purchaser will not disclose the content or substance of the terms, conditions, and provisions of this Contract to any person or entity without the other party's written consent. The confidentiality provisions of this Section will not apply to

any matters of public record or matters generally known to the public, or any disclosures made by Purchaser or Seller as required by law, ordinance, subpoena, court order, or regulation. Purchaser will give Seller written notice before making any disclosure under a subpoena or court order.

**12.12. Assignment.** Purchaser will not assign, transfer, or convey its rights or obligations under this Contract or with respect to the Property without Seller's written consent.

**12.13. Effective Date.** This Contract (or a counterpart) must be executed by Seller and a fully executed copy (or executed counterparts) deposited with the Title Company no later than November 22, 2024, or this Contract will become null and void. The date that the Title Company acknowledges receipt of the fully executed copy will be the Effective Date of this Contract (the "*Effective Date*").

**12.14. Construction.** This Contract is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions of this Contract will be construed in accordance with their usual and customary meanings. Seller and Purchaser waive the application of any rule of law that would otherwise apply in the construction of this Contract that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Contract or any earlier draft of it.

**12.15. Exchange.** Either Purchaser or Seller may elect to participate in a tax-deferred exchange under the Internal Revenue Code. If a party elects to participate, the other party will reasonably cooperate with the election; however, the cooperating party will have no obligation to incur any cost or liability or to take title to any real property (other than Purchaser's acquisition of the Property under this Contract), and the Closing will not be conditioned on or unreasonably delayed by any exchange. A party electing to participate will provide all documents requested from the other party at least three (3) days before the Closing and will indemnify and hold the cooperating party harmless from any claims, liabilities, or damages arising from the cooperation, and the indemnity obligation will expressly survive the termination or Closing of this Contract.

**12.16. Attorney Fees.** If it becomes necessary for either Seller or Purchaser to employ legal counsel or to bring an action at law or other proceeding to enforce any of the terms, covenants, or conditions of this Contract, the prevailing party in any action or proceeding will be entitled to recover its costs and expenses incurred, including its reasonable attorney fees, from the other party. The term "*prevailing party*" means the party that has succeeded on a significant issue in the litigation and achieved a benefit with respect to the claims at issue, taken as a whole, whether or not damages are actually awarded to that party.

**12.17. Survival Clause.** The provisions of Section 6.3, Section 7.2, and Article 10 of this Contract will survive the Closing for a period of one (1) year and remain in full force and effect between the parties for that period.

**12.18 Indemnification.** PURCHASER 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 PURCHASER'S BREACH OF ANY OF ITS COVENANTS, REPRESENTATIONS, OR WARRANTIES AS SET FORTH IN THIS CONTRACT; (B) LIABILITY, OBLIGATION OR COMMITMENT OF ANY NATURE RELATING TO THE PROPERTY BASED ON EVENTS OCCURRING ON OR AFTER CLOSING; (C) CLAIMS ARISING UNDER ANY ASSUMED AGREEMENTS ON OR AFTER CLOSING; (D) CONDUCT OF THE PURCHASER ON OR AFTER CLOSING, REGARDLESS OF WHETHER SUCH ACTIVITIES ARE PERFORMED IN SELLER'S NAME OR IN PURCHASER'S NAME; AND (E) ANY ADVERSARIAL ENVIRONMENTAL ISSUES RELATED TO THE PROPERTY THAT ARISE AFTER CLOSING. THIS SECTION SHALL SURVIVE AFTER THE CLOSING.

**12.19 Storage Units.** Notwithstanding anything herein to the contrary, as additional consideration for the purchase and sale of the Property, beginning on the Closing Date, Purchaser will provide Seller with three (3) months of free rental for storage unit numbers 00, 1, 2, 4, 10, 14, 15, 23, 24, 28, 30, and 32 as located on the Property. This Section 12.19 shall survive the Closing of this Contract.

**12.20 Retained Easement.** Notwithstanding anything herein to the contrary, at Closing, Purchaser will grant and convey to Seller an easement over and across the property for Seller's exclusive use and enjoyment, to be further defined in the Survey and as generally depicted on the hereto attached Exhibit B, in form and substance approved by Seller.

*[Signatures on following page.]*

EXECUTED as of December 29th, 2024.

**SELLER:**

 Ronnie W Orsak 12/29/24

Ronnie W. Orsak

 Barbara Johnson Orsak 12/29/24

Barabara Johnson Orsak

 LaNell M Orsak 12/29/24

LaNell M Orsak

**PURCHASER:**

Uncontained Living

By:   
Name: Juan Cuevas  
Title: Founder & CEO

**ACCEPTANCE BY TITLE COMPANY**

The undersigned title company, Independence Title, referred to in this Contract as the Title Company, acknowledges receipt of a fully executed copy (or executed counterparts) of the Contract, and accepts the obligations of the Title Company as stated in the Contract.

**TITLE COMPANY:**

Sage Title

By: Read Hammond  
Name: Read Hammond  
Title: President  
Date: 12/30/2024

### EXHIBIT A

Property details exhibit A						
Sandy Creek Resort-Campground						
11941 U.S. Hwy 190, Livingston, TX 77351						
Parcel ID	Acreage	sqft	Description	situs address	legal description	
56733	0.2772	12,075.00	SANDY CREEK LOT 13	165 CAPTAINS LN LIVINGSTON, TX 77351	SANDY CREEK LOT 13	<a href="https://research.polkcad.org/Property/View/56733">https://research.polkcad.org/Property/View/56733</a>
81463	0.1148	5,000.00	SANDY CREEK INTERIOR	SWIGGERS HILL LIVINGSTON, TX 77351	SANDY CREEK LOT 14	<a href="https://research.polkcad.org/Property/View/81463">https://research.polkcad.org/Property/View/81463</a>
44379	0.1148	5,000.00	SANDY CREEK INTERIOR	SWIGGERS HILL LIVINGSTON, TX 77351	SANDY CREEK LOT 15	<a href="https://research.polkcad.org/Property/View/44379">https://research.polkcad.org/Property/View/44379</a>
81484	0.1148	5,000.00	SANDY CREEK INTERIOR	150 SWIGGERS HILL LIVINGSTON, TX 77351	SANDY CREEK LOT 16	<a href="https://research.polkcad.org/Property/View/81484">https://research.polkcad.org/Property/View/81484</a>
81485	0.1148	5,000.00	SANDY CREEK INTERIOR	150 SWIGGERS HILL LIVINGSTON, TX 77351	SANDY CREEK LOT 17	<a href="https://research.polkcad.org/Property/View/81485">https://research.polkcad.org/Property/View/81485</a>
89790	0.1148	5,000.00	BARN POLE & TIN ENCLOSED	150 SWIGGERS HILL LIVINGSTON, TX 77351	SANDY CREEK LOT 8	<a href="https://research.polkcad.org/Property/View/89790">https://research.polkcad.org/Property/View/89790</a>
80550	1.4375	48,723.00	SANDY CREEK INTERIOR	BARNHOLIGHT DR	SANDY CREEK LOT 3, 4, 5 & 7	<a href="https://research.polkcad.org/Property/View/80550">https://research.polkcad.org/Property/View/80550</a>
10561	0.91	39,639.00	BROWN - GREEN HOUSE	11975 US HIGHWAY 190 W LIVINGSTON, TX 77351	ABST 7 JNO BURGESS SURVEY TRACT 67	<a href="https://research.polkcad.org/Property/View/10561">https://research.polkcad.org/Property/View/10561</a>
10531	6.698	291,764.88	ABSTRACT 7 WATERFRONT	11941 US HIGHWAY 190 W LIVINGSTON, TX 77351	ABST 7 JNO BURGESS SURVEY TRACT 24-A	<a href="https://research.polkcad.org/Property/View/10531">https://research.polkcad.org/Property/View/10531</a>
226325				SWIGGERS HILL ONALASKA, TX 77380	SANDY CREEK LOT 15 SERIAL# N/A HUD# N/A IMP ONLY	
10352				SANDY CREEK CAMPGROUND LIVINGSTON, TX 77351	ABST 7 JNO BURGESS SURVEY TRACT 24-A SERIAL #1 CX12991 LABEL #1 TEX0231315 IMP ONLY	
93284				11941 HWY 190 W TX	(PPI)WATER SYSTEM 1 WELL & 74 CONNECTIONS	
<b>TOTAL</b>	<b>9.8987</b>	<b>417,202.48</b>				

**EXHIBIT B**

