



*In cooperation with:*

Charles Brent Wellings  
101 N. Main St.  
Stillwater, OK 74075  
Tel: 972-768-5165  
Broker's License # 618910

**Property:**

8 tracts in Monahans, Odessa, Pleasanton and Nordheim, Texas

**Auction Manager:**

Brent Wellings  
Tel: 972-768-5165

**SEALED BID PACKET**

**Sealed Bid Deadline:**

5:00 o'clock p.m. (CST) on Thursday, November 13, 2025

**Contents:**

- Bidder Instructions
- Form of Agreement to Purchase
- Auction Exhibit Binder

## **BIDDER INSTRUCTIONS**

(Sealed Bid Auction for 8 tracts in Monahans, Odessa, Pleasanton and Nordheim, Texas)

1. These Bidder Instructions are provided as part of a Sealed Bid Packet (“Sealed Bid Packet”) prepared for purposes of the sealed bid auction advertised and conducted by Schrader Real Estate and Auction Company, Inc. and Charles Brent Wellings on behalf of Bob and Jackie Realty, LLC (“Seller”) with respect to certain real estate in Monahans, Odessa, Pleasanton and Nordheim, Texas.
2. In addition to these Bidder Instructions, the Sealed Bid Packet also includes a blank form of an Agreement to Purchase (“Agreement to Purchase”) and an Auction Exhibit Binder with Exhibits A through K (“Auction Exhibit Binder”). Do not submit a bid unless and until you have received and are familiar with the entire Sealed Bid Packet.
3. Each of the auction tracts is approximately depicted and identified by tract number in the Auction Tract Maps which are included in the Auction Exhibit Binder as Exhibit A. As an update to the marketing materials, a new auction tract identified as Tract 8 (adjacent to Tract 2) has been added to this auction. Exhibit A includes an updated auction tract map for Tracts 2 and 8.
4. You may bid on a single tract, any combination of tracts or all of the tracts, as follows:
  - (a) Single bid for a single tract - use one Agreement to Purchase form;
  - (b) Single lump sum bid for all or any combination of tracts - use one Agreement to Purchase form;
  - (c) Multiple Alternative Bids for different tracts or different combinations - use multiple Agreement to Purchase forms; or
  - (d) Multiple Independent Bids for different tracts or different combinations - use multiple Agreement to Purchase forms.

If you submit multiple bids, you must specify whether you are submitting Multiple Alternative Bids or Multiple Independent Bids. If “Multiple Alternative Bids” is indicated on the Signature Page of the Agreement to Purchase Form, the offer may not be accepted by Seller if Seller accepts or intends to accept any other offer submitted by the same bidder. Otherwise, the offer may be accepted regardless of Seller’s acceptance or rejection of any other (non-overlapping) offer submitted by the same bidder.

5. **To submit a bid:**
  - (a) Complete, sign and date the Signature Page of the Agreement to Purchase:
    - i. Designate the tract(s) that you intend to include in your bid;
    - ii. Write in your total bid amount for the Included Tract(s);
    - iii. Check one of the boxes for “No Other Bids”, “Multiple Alternative Bids” or “Multiple Independent Bids” (after carefully reading Section 4 above and Section 36 of the Agreement to Purchase);
    - iv. Provide all requested information pertaining to the Buyer; and
    - v. Sign as Buyer (or as the authorized officer/agent of an entity identified as Buyer).
  - (b) Write your initials and date at the bottom of the “Information About Brokerage Services” form.
  - (c) If your bid includes Tract 2: There are two Seller Disclosure Notices -- one for the home (Exhibit C) and one for the mobile home (Exhibit D) on Tract 2. Sign and date the acknowledgment of receipt at the end of both Seller Disclosure Notices.
  - (d) Prepare a check for the 10% earnest money deposit payable to Lone Star Abstract & Title Co., Inc.
  - (e) Prepare a sealed bid envelope by writing “Sealed Bid for 11/13/2025 Auction” and the name and address of the bidder on the outside front of the envelope.
  - (f) Place each of the following in the sealed bid envelope:
    - i. Earnest money check;
    - ii. The entire Agreement to Purchase (completed, signed and dated by the bidder);
    - iii. The Information About Brokerage Services form (initialed and dated); and
    - iv. If your bid includes Tract 2, both Seller Disclosure Notices (signed and dated).

(g) Send or deliver your sealed bid to the Auction Manager, Brent Wellings, as follows:

**Via overnight courier, U.S. Mail  
or personal delivery to:**

Attn: Brent Wellings  
101 N. Main St.  
Stillwater, OK 74075

**Note:** *If sending via mail or courier, you must allow sufficient time for delivery **and receipt** before the sealed bid deadline.*

A sealed bid may also be delivered **in person** at one of the following sites during the times indicated below:

9:00 am to Noon on November 13, 2025:

- Auction Tract 1 (located at 5118 S. Veronica St., Monahans, Texas)
- Auction Tract 3 (located at 636 Co. Rd. 429, Pleasanton, Texas)

2:00 pm to 5:00 pm on November 13, 2025:

- Auction Tract 2 (located at 1751 E. Southfork St., Odessa, Texas)
- Auction Tract 6 (located at 117 Broadway, Nordheim, Texas)

6. Your bid must be **received** not later than 5:00 o'clock p.m. (Central Standard Time) on November 13, 2025.
7. **Your bid must be accompanied by an earnest money deposit in the form of a cashier's check, personal check or company check payable to "Lone Star Abstract & Title Co., Inc." The earnest money deposit must be at least ten percent (10%) of the bid amount written on the Signature Page of the Agreement to Purchase.**
8. If your bid is accepted, your earnest money check will be delivered to Lone Star Abstract & Title Co., Inc. as the Escrow Agent, to be deposited and held in escrow pursuant to the terms of the Agreement to Purchase. If your bid is not accepted on or before November 17, 2025, your earnest money check will be returned to you via U.S. Regular Mail at the Buyer's address provided on the Signature Page of the Agreement to Purchase submitted with your bid (unless other mutually acceptable arrangements are made for the return of the deposit).
9. The submission of a bid constitutes an offer which, if accepted by Seller, shall constitute a binding contract for the sale and purchase of the Property in accordance with the terms contained in the Agreement to Purchase. Do not submit a bid unless and until you are familiar with the entire Agreement to Purchase, including but not limited to the disclosures, disclaimers and updates set forth in Sections 32 and 33 of the Agreement to Purchase.
10. **A 4% BUYER'S PREMIUM WILL BE AUTOMATICALLY ADDED TO YOUR BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE. IF A NEW SURVEY IS OBTAINED IN ACCORDANCE WITH THE PROVISIONS OF THE AGREEMENT TO PURCHASE, THE FINAL PURCHASE PRICE WILL BE ADJUSTED PROPORTIONATELY TO REFLECT ANY DIFFERENCE BETWEEN THE ACRE ESTIMATE(S) SHOWN FOR THE PURCHASED TRACT(S) IN EXHIBIT A AND THE GROSS ACRES SHOWN IN THE SURVEY.**
11. If any provision of the Agreement to Purchase conflicts with any other statement in the Sealed Bid Packet or any statement in the auction brochure, auction website or other marketing materials, the provision of the Agreement to Purchase shall control.
12. Seller reserves the right, in its sole judgment and discretion, to accept or reject any bid (and to waive any irregularity or informality in the submission of any bid).
13. Schrader Real Estate and Auction Company, Inc. and Charles Brent Wellings are exclusively the agents of the Seller.

**All parties are responsible for consulting with their own respective attorneys for any legal advice and/or representation regarding this Sealed Bid Packet and/or any document or transaction relating to the Property.**

**Sealed Bid Deadline:**

5:00 o'clock p.m. (CST)

on Thursday, November 13, 2025

## **AGREEMENT TO PURCHASE**

This Agreement to Purchase (this "**Agreement**") is executed in connection with a sealed bid auction (the "**Auction**") conducted by Schrader Real Estate and Auction Company, Inc. and Charles Brent Wellings (collectively, "**Seller's Agents**") on behalf of Bob & Jackie Realty, LLC ("**Seller**") with respect to certain real estate located in Monahans, TX (Ward County), Odessa, TX (Ector County), Pleasanton, TX (Atascosa County), and Nordheim, TX (Dewitt County), and put up for bids in eight (8) tracts.

For purposes of this Agreement, "**Buyer**" refers to the party(ies), whether one or more, signing as Buyer(s) on the signature page of this Agreement (the "**Signature Page**"). Buyer acknowledges having received the entire Sealed Bid Packet prepared for this Auction ("**Sealed Bid Packet**"), including the Bidder Instructions and the Auction Exhibit Binder containing Exhibits A through K ("**Auction Exhibit Binder**").

Each of the auction tracts is approximately depicted and identified by tract number in the Auction Tract Maps which are included in the Auction Exhibit Binder as Exhibit A ("**Exhibit A**"). Exhibit A shall be attached to this Agreement and is hereby incorporated as an integral part of this Agreement. As an update to the marketing materials, a new auction tract identified as Tract 8 (adjacent to Tract 2) has been added to this Auction. Exhibit A includes an updated auction tract map for Tracts 2 and 8.

Buyer's execution and delivery of this Agreement, with the Bid Amount written on the Signature Page, constitutes an offer (this "**Offer**") to purchase the particular auction tract(s) designated as the included tract(s) on the Signature Page and identified by the same tract number(s) in Exhibit A (the "**Purchased Tracts**", whether one or more).

NOW, THEREFORE, Buyer offers and agrees to purchase from Seller and Seller (upon execution and delivery of Seller's acceptance) agrees to sell to Buyer the Property (as defined below) in accordance with and subject to the following terms and conditions:

1. **Subject of Agreement; Property.** The property to be conveyed and acquired pursuant to this Agreement (the "**Property**") consists of the surface estate with respect to the land comprising the Purchased Tracts, together with all buildings, improvements and permanent fixtures, if any, presently existing on said land; *provided, however*, notwithstanding the foregoing definition, the "**Property**" to be acquired by Buyer does not include any item or property interest that is specifically excluded according to the express terms of this Agreement. This Agreement applies only to the Purchased Tracts designated on the Signature Page of this Agreement. Any provision of this Agreement that refers to a specific auction tract that is not one of the Purchased Tracts shall not apply unless and except to the extent that such provision also pertains to or affects the sale and/or conveyance of one or more of the Purchased Tracts.

2. **Excluded Mobile Homes (Tract 1).** If this purchase includes Tract 1, this purchase does *not* include (and Seller shall have no obligation with respect to) any of the mobile homes on Tract 1.

3. **Included Mobile Home (Tract 2).** If this purchase includes Tract 2: (a) this purchase includes any interest of Seller with respect to the mobile home on Tract 2, without any warranty of any kind as to the existence, nature or extent of Seller's interest; and (b) Seller shall have no obligation with respect to the mobile home on Tract 2 except to execute and deliver to Buyer at Closing a quit claim bill of sale, with no covenant or warranty of title.

4. **Minerals Excluded.** All minerals under the surface of and/or that may be produced from the land comprising the Property, including without limitation, oil, gas, coal, coalbed methane, all other hydrocarbons, lignite, all metallic minerals and all rights, fixtures and/or equipment appurtenant thereto (collectively, "**Minerals**") are excluded from this sale and shall be excluded from the conveyance of the Property to Buyer. The meaning of the term "**Property**" as used throughout this Agreement shall be interpreted to exclude all Minerals.

5. **Purchase Price.** The purchase price for the Property (the "**Purchase Price**") consists of the amount in U.S. Dollars which is written as the Bid Amount on the Signature Page (the "**Bid Amount**"), plus a Buyer's Premium equal to four percent (4.0%) of the Bid Amount. **THE 4% BUYER'S PREMIUM IS AUTOMATICALLY ADDED TO THE BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE.** Prior to the Closing, Buyer shall deliver Good Funds to the title company administering the Closing pursuant to Section 17 below ("**Closing Agent**") in the amount of the Purchase Price, plus expenses charged to Buyer as provided in this Agreement, less applied Earnest Money and any other credits due Buyer as provided in this Agreement. "**Good Funds**" means immediately available funds delivered by confirmed wire transfer to an account designated by the Closing Agent.

6. **Earnest Money.** Concurrently with the execution and delivery of this Offer, Buyer shall deliver an earnest money deposit ("**Earnest Money**") payable to the Escrow Agent in an amount not less than ten percent (10%) of the Bid Amount. Upon Seller's acceptance of this Offer, the Earnest Money shall be delivered to the Escrow Agent to be held in escrow and applied towards the payment of the Purchase Price at Closing. "**Escrow Agent**" refers to Lone Star Abstract & Title Co., 600 N. Loraine, Midland, TX 79701 (Tel: 432-683-1818).

7. **Assumed Lease(s).** Each of Tracts 1, 3, 5 and 7 is subject to an existing lease. A copy or description of each lease is included in the Sealed Bid Packet as part of the Auction Exhibit Binder, as follows:

- Tract 1 lease: Exhibit F
- Tract 3 lease: Exhibit G
- Tract 5 lease: Exhibit H
- Tract 7 lease: Exhibit I

If this purchase includes any of Tracts 1, 3, 5 and/or 7: (a) all rights and obligations of Seller under each of the existing leases that pertains to the Purchased Tracts (collectively, the "**Assumed Lease(s)**"), whether one or more) shall be assigned to and assumed by Buyer effective as the completion of Closing, without any warranty or representation of any kind as to the existence, status, quality or character of any particular rights and/or obligations; (b) rent shall be pro-rated to the date of Closing; and (c) Seller and Buyer shall execute and deliver at Closing one or more instruments pursuant to which Seller's rights and obligations under the Assumed Lease(s) are assigned to and assumed by Buyer in accordance with the foregoing provisions.

8. **Survey.** It is expected that the Property will be conveyed using the existing legal description(s), without obtaining a new survey. In any event, a new survey of any of the Purchased Tracts shall be obtained prior to Closing if and only if: (a) the official(s) responsible for recording the conveyance will not accept the conveyance for recording without a new survey; or (b) a new survey is required for the issuance of the standard coverage owner's title insurance policy (but a new survey shall not be obtained pursuant to this clause "(b)" solely to remove standard survey exceptions); or (c) Seller elects to obtain a new survey for any other reason in Seller's sole discretion. If a new survey is obtained, the survey shall be ordered by an agent of the Seller and shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller. The survey shall identify the perimeter boundaries of the surveyed land, but a more detailed ALTA survey shall not be obtained unless otherwise determined by Seller in its sole discretion. The cost of any new survey obtained in accordance with the provisions of this Section shall be shared equally (50:50) by Seller and Buyer.

9. **Preliminary Title Evidence.** The "**Preliminary Title Evidence**" refers to the applicable Preliminary Title Insurance Schedules, together with copies of the recorded documents listed as exceptions therein (other than documents evidencing Liens, which are to be removed at Closing). The "**Preliminary Title Insurance Schedules**" refers to the preliminary title insurance schedules as identified in the table below. All of the Preliminary Title Insurance Schedules, together with the recorded exception documents, have been posted to the auction website. All exceptions listed in each preliminary Schedule B (Exceptions from Coverage) included with the Preliminary Title Insurance Schedules for all tracts are listed in Exhibit E in the Auction Exhibit Binder. Buyer agrees to purchase and acquire the Property subject to and notwithstanding all matters affecting the Property that are referenced, disclosed, identified or listed in the Preliminary Title Evidence (except Liens, if any). "**Liens**" collectively refers to any/each deed of trust, mortgage, assignment of rents, vendor's lien and/or other monetary lien affecting the Property other than a lien for Taxes not yet due and payable.

**Preliminary Title Insurance Schedules:**

<b>Auction Tract:</b>	<b>Prepared by:</b>	<b>Title Co. File No.:</b>	<b>Effective Date:</b>	<b>Schedules:</b>
1	Lone Star Abstract & Title Co., Inc.	500399-SLN	9/26/2025	A - D (& Ex. A)
2	Basin Abstract & Title *	2578983 ("Tract II")	10/17/2025	A - D (& Ex. A)
3	Lone Star Abstract & Title Co., Inc.	500415-SLN	10/20/2025	A - D (& Ex. A)
4	Lone Star Abstract & Title Co., Inc.	500412-SLN	10/10/2025	A - D (& Ex. A)
5	Lone Star Abstract & Title Co., Inc.	500413-SLN	10/10/2025	A - D (& Ex. A)
6	Lone Star Abstract & Title Co., Inc.	500414-SLN	10/10/2025	A - D (& Ex. A)
7	Lone Star Abstract & Title Co., Inc.	500410-SLN	10/10/2025	A - D (& Ex. A)
8	Basin Abstract & Title *	2578983 ("Tract I")	10/17/2025	A - D (& Ex. A)

\* Permian Basin Title Services, Inc. dba Basin Abstract & Title

10. **Quit Claim Parcel (Part of Tract 6).** If this purchase includes Tract 6, Buyer acknowledges that: (a) Tract 6 is comprised of Lots 9 - 13 and Lot 14, Block 1, in the Town of Nordheim; and (b) Buyer is aware of requirement #11 of Schedule C included with the Preliminary Title Insurance Schedules for Tract 6 regarding said Lot 14 ("**Quit Claim Parcel**"). Notwithstanding any other provision of this Agreement, if this purchase includes Tract 6: (i) the Quit Claim Parcel will be excluded from coverage in the Final Title Commitment and any title insurance policy; (ii) the Conveyance Requirements shall not apply to the Quit Claim Parcel; (iii) at Closing, Seller shall deliver a Quit Claim Deed for the Quit Claim Parcel; and (iv) Buyer shall accept such Quit Claim Deed as full satisfaction of Seller's obligations under this Agreement with respect to the Quit Claim Parcel.

11. **Final Title Commitment.** As a condition precedent to Buyer's obligation to acquire the Property at Closing (but subject to Section 10 above), Buyer has the right to receive an updated commitment (Form T-7), to be furnished by Seller and dated after this Agreement, for the issuance of a standard coverage owner's title insurance policy (Form T-1) insuring fee simple title to the Property in the name of Buyer for the amount of the Purchase Price, free and clear of Liens and any other material encumbrance that does not constitute a Permitted Exception ("**Final Title Commitment**"). Buyer agrees to accept the Final Title Commitment furnished by Seller notwithstanding: (a) standard exceptions (including survey exceptions); (b) any exception, condition or requirement that Seller intends to satisfy and/or remove (and is in fact satisfied and/or removed) at the time of or prior to Closing; (c) any specific or general exception or exclusion with respect to minerals, mineral rights and/or water rights; (d) any specific or general exception that appears in a Schedule B provided with the Preliminary Title Evidence; and/or (e) any other matter listed, described or revealed in the Final Title Commitment that constitutes a Permitted Exception. The cost of furnishing the Final Title Commitment shall be charged to Seller (if and to the extent charged separately from the cost of issuing the Owner's Title Policy).

12. **Owner's Title Policy.** At Closing, Seller shall pay for the cost of issuing a standard coverage owner's title insurance policy to Buyer in accordance with the Final Title Commitment ("**Owner's Title Policy**"). Seller shall not be responsible for the cost of any extended or special title insurance coverage, lender's title insurance and/or title insurance endorsement. Seller shall reasonably cooperate with respect to the satisfaction of the requirements for issuing the Owner's Title Policy, as set forth in the Final Title Commitment; *provided, however:* (a) Buyer is responsible for the satisfaction of any title insurance requirement pertaining to Buyer or the proposed insured or any obligation of Buyer or the proposed insured or any title insurance requirement that can only be (or that reasonably should be) satisfied by Buyer as opposed to Seller (each a "**Buyer-Related Requirement**"); (b) Seller shall have no obligation with respect to and Buyer's obligations are not contingent upon the satisfaction of any Buyer-Related Requirement or the availability or issuance of any extended or special title insurance coverage, any title insurance endorsement or any other title insurance product other than the Final Title Commitment for the issuance of the Owner's Title Policy as described in this Agreement; and (c) Seller shall have no obligation with respect to the satisfaction of any title insurance requirement or condition that is contrary to or inconsistent with the provisions of this Agreement.

13. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept title, possession, the deed, the Final Title Commitment, the title insurance and any survey subject to and notwithstanding any of the following matters (each a "**Permitted Exception**" and collectively the "**Permitted Exceptions**"): (a) existing roads, public utilities and drains; (b) visible and/or apparent uses and easements (and any utility easements serving the Property, whether or not visible or apparent); (c) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (d) rights and/or claims relating to or arising from any variation between a deeded boundary line and a fence line or other visible occupancy or occupancy line and/or the encroachment of any existing use, structure or improvement over any boundary line; (e) any lien for Taxes not yet due and payable; (f) local ordinances and zoning laws; (g) outstanding reservations, severances and/or other rights with respect to Minerals; (h) any recorded oil and/or gas lease, whether active or not; (i) the provisions of this Agreement and any matter (except Liens, if any) disclosed in this Agreement or disclosed in any exhibit included with the Auction Exhibit Binder; (j) all easements, conditions, restrictions and/or other matters affecting the Property and referenced in the Preliminary Title Evidence (except Liens); (k) if this purchase includes any of Tracts 1, 3, 5 and/or 7, the Assumed Lease(s); and (l) if this purchase includes Tract 6, any matter pertaining to or affecting the title to the Quit Claim Parcel (as defined in Section 10 above).

14. **Conveyance Requirements.**

(a) Subject to Section 10 above, Buyer's obligation to purchase and acquire the Property at Closing is contingent upon the satisfaction of the following conditions and requirements (collectively, the "**Conveyance**

**Requirements**”): (i) that Buyer has received the Final Title Commitment in accordance with the terms of this Agreement confirming that, upon satisfaction of the requirements set forth therein, an Owner’s Title Policy will be issued insuring fee simple title to the Property in the name of Buyer for the amount of the Purchase Price, free and clear of Liens and any other material encumbrance that does not constitute a Permitted Exception; (ii) that Seller is able to satisfy the requirements of the Final Title Commitment for the issuance of the Owner’s Title Policy, other than a Buyer-Related Requirement; and (iii) that Seller is able to deliver possession of the Property in accordance with the requirements of this Agreement.

(b) If the Conveyance Requirements are satisfied, the title to the Property shall be deemed sufficient and marketable for purposes of this Agreement. If Seller is unable to convey and deliver the Property in conformance with the Conveyance Requirements: (i) such inability shall constitute a failure of a condition precedent, but not a Seller default; and (ii) either party may terminate this Agreement prior to Closing by written notice to the other; *provided, however*, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure such nonconformity and Seller shall have the right to extend the time for Closing, in order to cure such nonconformity, for a period of up to 60 days from the later of the effective date of such notice or the Targeted Closing Date stated in Section 17 below. Any such nonconformity shall be deemed cured if the Closing Agent and/or Seller provides commercially reasonable evidence and/or assurance that such non-conformity has been or will be paid, satisfied, removed and/or released (as applicable) prior to or in connection with the Closing. In the event of termination by either party pursuant to this Section, Buyer shall be entitled to the return of the Earnest Money as Buyer’s sole and exclusive remedy.

**15. Delivery of Title and Possession.** The title to and possession of the Property shall be delivered to Buyer effective as of the completion of Closing, subject to the Permitted Exceptions (including the Assumed Lease(s), if applicable) and subject to all other terms and conditions of this Agreement. Subject to Section 10 above, Seller shall execute and deliver a warranty deed at Closing (to be furnish at Seller’s expense) conveying the Property to Buyer, subject to the Permitted Exceptions and excluding all Minerals.

**16. Conditions to Closing.** Buyer’s obligation to purchase and acquire the Property at Closing is not contingent upon any further inspection, investigation or evaluation of the Property or upon Buyer’s ability to obtain any loan or permit. Buyer’s obligation to purchase and acquire the Property at Closing is not contingent upon the satisfaction of any condition except: (a) the performance (or tender of performance) of all covenants and obligations which are to be performed by Seller at the time of or prior to Closing according to the express terms of this Agreement; and (b) any condition or requirement the satisfaction of which is made a condition precedent in favor of Buyer according to the express terms of this Agreement (including the condition that Seller is able to convey the Property in conformance with the Conveyance Requirements).

**17. Closing.** The final delivery and exchange of documents and funds in order to consummate the sale and purchase of the Property in accordance with this Agreement (“**Closing**”) shall be scheduled and completed in accordance with this Section. It is anticipated that the Closing will be scheduled by mutual agreement and completed on or before **December 15, 2025** (“**Targeted Closing Date**”). In any event, Seller may arrange for the Closing to be held on a date specified in a notice from Seller or Seller’s agent to Buyer or Buyer’s agent and (subject to Section 16 above) Buyer shall be obligated to close on the date specified in such notice if such date is not earlier than the Targeted Closing Date and at least seven (7) days after: (a) such notice has been sent; (b) any survey ordered or required in accordance with this Agreement has been completed; and (c) the Final Title Commitment has been completed. Unless a different Closing Agent is selected by mutual agreement of the parties confirmed in writing, the Closing shall be held at and/or administered by and through the office of the Escrow Agent.

**18. Seller’s Expenses.** The following items shall be charged to Seller and paid out of the sale proceeds that would otherwise be delivered to Seller at Closing: (a) all costs of releasing existing Liens, if any, and recording the releases; (b) one-half of the fee charged by the Closing Agent to administer a cash closing; (c) one-half of the cost of any survey obtained in accordance with this Agreement; (d) the cost of the owner’s title insurance; (e) the cost of preparing Seller’s transfer documents, including the deed; (f) any sums due Seller’s Agents in connection with this transaction; (g) any expense stipulated to be paid by Seller under any other provision of this Agreement; and (h) any expense normally charged to a seller at closing and not specifically charged to Buyer in this Agreement.

19. **Buyer's Expenses.** The following items shall be charged to Buyer and paid out of Good Funds delivered by Buyer to the Closing Agent prior to Closing: (a) any expense paid at Closing in connection with a loan obtained by Buyer; (b) one-half of the fee charged by the Closing Agent to administer a cash closing (and 100% of any additional closing fees due to any loan); (c) one-half of the cost of any survey obtained in accordance with this Agreement; (d) the cost of any extended or special title insurance coverage, lender's title insurance and/or title insurance endorsements requested by Buyer or Buyer's lender; (e) any expense stipulated to be paid by Buyer under any other provision of this Agreement; and (f) any expense normally charged to a buyer at closing and not specifically charged to Seller in this Agreement.

20. **Prorated Taxes.** "Taxes" collectively refers to ad valorem real estate taxes and any special assessments that are or may become a lien against the Property. "Seller's Taxes" refers to all such Taxes consisting of: (a) ad valorem real estate taxes attributed to the period up to and including the day of Closing (prorated on a calendar year basis to the day of Closing); and (b) special assessments, if any, that are or were last payable without a penalty on or before the day of Closing. Any unpaid Seller's Taxes shall be withheld from Seller's proceeds at Closing and paid directly to the appropriate tax collection office; *provided, however*, any portion of Seller's Taxes that is not ascertainable and payable at the time of Closing shall be estimated based on 100% of the amount last billed for a calendar year, and the amount thus estimated shall be paid via credit against the sums due from Buyer at Closing, ***with no further settlement or adjustment after Closing as between Buyer and Seller.***

21. **Rollback Taxes.** If the Taxes have been determined by a special appraisal method that allows for appraisal of the land at less than its market value, an additional tax, penalty and/or interest may be imposed or assessed as a result of the transfer of the Property or a change in use ("Additional Assessments"). Any Additional Assessments shall be paid by Buyer; *provided, however*, Seller shall pay any Additional Assessments that are attributable to Seller's change in use of the Property prior to Closing or a denial of a special use valuation on the Property claimed by Seller for any period prior to Closing.

22. **Risk of Loss.** The Property shall be conveyed at Closing in substantially its present condition and Seller assumes the risk of loss and damage until Closing; *provided, however*, Buyer shall be obligated to acquire the Property notwithstanding the occurrence of any of the following prior to Closing: (a) normal use, wear and tear; (b) loss or damage that is repaired prior to Closing; and (c) loss covered by Seller's insurance if Seller agrees to assign to Buyer all insurance proceeds covering such loss.

23. **Remedies; Buyer Default.** The term "Buyer Default" refers to nonperformance, breach and/or default with respect to an obligation of Buyer under this Agreement, including nonpayment (or ineffective or defective payment) of the Earnest Money in accordance with the provisions of this Agreement, or failure to deliver all funds and execute all documents required to complete the Closing on a Closing date scheduled in accordance with Section 17 above. In the event of a Buyer Default, the following provisions shall apply:

(a) Seller shall have the right to demand and recover liquidated damages in an amount equal to ten percent (10%) of the Bid Amount. Upon Seller's demand and receipt of such liquidated damages, this Agreement shall be completely terminated in all respects. Buyer acknowledges and agrees that, in the event of a Buyer Default, the amount of Seller's damages would be uncertain and difficult to ascertain and that 10% of the Bid Amount is fairly proportionate to the loss likely to occur due to a Buyer Default. If this liquidated damages provision is adjudicated as unenforceable, Seller may recover and Buyer agrees to pay actual damages (plus expenses and attorney fees).

(b) The Earnest Money shall be applied towards any sums that Seller is entitled to recover from Buyer and, upon Seller's demand, Buyer shall execute and deliver to the Escrow Agent an instrument authorizing the payment of such funds to Seller up to the amount due Seller. If Buyer fails to execute and deliver such authorization, the funds shall remain in escrow until properly adjudicated and Seller shall have the right to recover from Buyer, in addition to any other recovery, all expenses, including reasonable attorney fees, thereafter incurred by Seller in seeking to enforce any right or remedy.

(c) Without limiting the foregoing provisions, Seller's remedies in the event of a Buyer Default shall include the right to terminate Buyer's right to acquire the Property under this Agreement (without prejudice to Seller's right to recover damages, including liquidated damages as provided above) by giving notice of such termination to Buyer. Any such termination shall be effective as of a date specified in a notice of termination from Seller to Buyer (but not earlier than the effective date of the notice). At any time after the effective date of

such termination, Seller shall have the absolute and unconditional right to sell the Property free and clear of any right or claim of Buyer whatsoever.

24. **Remedies; Seller Default.** The term “**Seller Default**” refers to the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Seller’s obligation(s) under this Agreement; *provided, however,* if Seller is unable to convey the Property in accordance with the Conveyance Requirements, such inability shall constitute a failure of a condition under Section 14 above, and not a Seller Default. In the event of a Seller Default: (a) Buyer shall have the right to demand and receive a full refund of the Earnest Money; (b) upon such demand and Buyer’s receipt of the Earnest Money, this Agreement shall be completely terminated in all respects at such time; and (c) at Buyer’s option, at any time prior to such termination, Buyer may elect instead to seek specific performance of Seller’s obligations.

25. **Remedies; General.** Notwithstanding any other provision, if this transaction fails to close, the Escrow Agent is authorized to hold the Earnest Money until it receives either: (a) written disbursement instructions signed by Buyer and Seller; (b) a written release signed by one party authorizing disbursement to the other party; or (c) a final court order specifying the manner in which the Earnest Money is to be disbursed. In the event of a lawsuit between the parties seeking any remedy or relief in connection with this Agreement and/or the Property, the prevailing party in such lawsuit shall be entitled to recover its reasonable attorneys’ fees and expenses. **TO THE FULL EXTENT PERMITTED BY LAW, BUYER AND SELLER HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY (TO THE EXTENT THAT SUCH RIGHT NOW OR HEREAFTER EXISTS) WITH REGARD TO THIS AGREEMENT AND/OR THE PROPERTY AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**

26. **Notices.** Any notice given under this Agreement shall be in writing and in a form which clearly shows an intention to give notice under this Agreement. A notice given to a party under this Agreement shall be sent via email to the email address(es) provided with that party’s notification address (as provided below); *provided, however,* if an email address is not provided with the party’s notification address in this Agreement, such notice shall be sent via any commonly-used overnight delivery service (such as overnight delivery via USPS, FedEx or UPS) that includes proof of delivery. A copy of any notice sent by either party shall be sent to Charles Brent Wellings via email to **Brent@schraderauction.com**. A notice shall be effective immediately as of the first day on which the notice has been sent in accordance with the requirements of this Section (regardless of the date of receipt). A party who fails to provide a proper email address with the party’s notification address in this Agreement assumes the risk of receiving a notice after it has become effective. Subject to each party’s right to change its notification address (by giving notice of such change to all other parties), the parties’ notification addresses are as follows:

If to Seller: C/o Blue Sky Bank, Attn: Matt Kennedy, via email to: **mkennedy@bluesky.bank**

If to Buyer: Buyer’s email address(es) provided on the Signature Page (or Buyer’s regular mail address provided on the Signature Page if no email address is provided).

27. **1031 Exchange.** Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of all or any part of the Property as part of an exchange under §1031 of the Internal Revenue Code (“**Exchange**”). The rights of a party may be assigned to a qualified intermediary or exchange accommodation titleholder for purposes of an Exchange, but the assignor shall not be released from any obligation under this Agreement. No party shall be required to acquire title to any other property, assume any additional liabilities or obligations or incur any additional expense as a result of another party’s Exchange.

28. **Agency; Sales Fee.** Seller’s Agents are acting solely on behalf of, and exclusively as the agents for, the Seller. *Buyer acknowledges receipt of the Information About Brokerage Services form which is included as Exhibit B in the Auction Exhibit Binder.* The commission due Seller’s Agents shall be paid by Seller pursuant to a separate agreement. Buyer shall indemnify and hold harmless Seller and Seller’s Agents from and against any claim of any broker or other person who is or claims to be entitled to any commission, fee or other compensation relating to the sale of the Property as a result of Buyer’s dealings with such other broker or person. This obligation of Buyer shall survive Closing.

29. **Execution Authority.** With respect to any limited liability company, corporation, partnership, trust, estate or any other entity other than an individual or group of individuals (“**Entity**”) identified on the Signature Page as a party to this Agreement (or as a partner, member, manager or fiduciary signing on behalf of a party to this Agreement), such Entity and each individual and/or Entity purporting to sign this Agreement on behalf of such

Entity jointly and severally promise, represent and warrant that: (a) such Entity has full power and authority to execute this Agreement; (b) all action has been taken and all approvals and consents have been obtained which may be required to properly authorize the execution of this Agreement on behalf of such Entity; (c) the individual(s) purporting to sign this Agreement on behalf of such Entity has/have full power and authority to execute this Agreement on behalf of (and as the binding act of) such Entity; and (d) this Agreement has been properly executed on behalf of (and as the binding act of) such Entity.

30. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; *provided, however*, that no assignment by Buyer (other than an assignment to a qualified intermediary or accommodation titleholder in connection with an Exchange) shall be valid unless approved in writing by Seller and, in any case, Buyer shall not be released from Buyer's obligations by reason of any assignment but shall absolutely and unconditionally guaranty payment and performance by the assignee.

31. **Miscellaneous Provisions.** The meaning ascribed to a particular capitalized term where it appears in this Agreement with quotation marks shall apply to such capitalized term as it is used throughout this Agreement. Time is of the essence of this Agreement. All provisions of this Agreement shall survive the Closing unless and except as otherwise provided or required by the express terms of this Agreement. This Agreement contains the entire agreement of the parties and supersedes any statement, promise or representation made or purportedly made prior to this Agreement by either party and/or their respective agents. Neither party is relying upon any statement or promise that is not set forth in this Agreement. Neither party shall be bound by any purported oral modification or waiver. If any provision of this Agreement is inconsistent with any other statement in the Sealed Bid Packet or any statement in the auction brochure or other marketing materials, the provision of this Agreement shall control. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. For purposes of the execution of this Agreement, the electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign® or dotloop® shall have the same effect as the delivery of an original signature.

32. **Buyer's Acknowledgment of Certain Disclosures and Disclaimers.** Buyer acknowledges and agrees that:

(a) Prior to submitting this Offer, Buyer received the Auction Exhibit Binder with the following exhibits:

- Exhibit A: Auction Tract Maps
- Exhibit B: Information About Brokerage Services
- Exhibit C: Seller's Disclosure Notice (Tract 2; home)
- Exhibit D: Seller's Disclosure Notice (Tract 2; mobile home)
- Exhibit E: List of all exceptions in each Schedule B included with the Preliminary Title Insurance Schedules for all tracts.
- Exhibit F: Lease (Tract 1)
- Exhibit G: Lease (Tract 3)
- Exhibit H: Lease (Tract 5)
- Exhibit I: Lease (Tract 7)
- Exhibit J: Access Easement Agreement (Tract 2)
- Exhibit K: Plat of Southfork Subdivision, 4th Filing

(b) Buyer's obligations under this Agreement are not contingent upon the results of any further inspection, investigation or evaluation of the character or condition of the Property or its suitability for any particular use or purpose. Buyer is responsible for having completed all such inspections, investigations and evaluations prior to submitting this Offer. Buyer acknowledges (and represents to Seller) that Buyer has either completed all such inspections, investigations and evaluations or has chosen to purchase the Property without having done so. In either case, Buyer assumes all risks and agrees to purchase and acquire the Property ***"AS IS"*** and ***WITHOUT ANY WARRANTY OF ANY KIND AS TO ITS CHARACTER OR CONDITION OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE.***

(c) Without limiting the foregoing provisions, Seller and Seller's Agents disclaim any promise, representation or warranty as to: (i) environmental matters; (ii) acreages; (iii) zoning matters; (iv) the availability, location or capacity of any utilities; (v) the availability of any permit (such as, but not limited to, any building permit, zoning permit or highway permit); (vi) whether or not the Property is qualified or suitable for

any particular use or purpose; and/or (vii) the accuracy of any third party reports or materials provided in connection with this Agreement and/or the marketing of the Property and/or the Auction.

(d) Seller shall have no obligation before or after Closing with respect to (and Buyer's obligations under this Agreement are not contingent upon obtaining) any permit or approval that Buyer may need in connection with any prospective use, improvement or development of the Property. Buyer acknowledges that Seller has not agreed to perform any work on or about the Property before or after Closing.

(e) All acre estimates shown on the Signature Page and in Exhibit A are approximations based on the acres indicated by the property tax records and/or the existing legal descriptions. No warranty or authoritative representation is made as to the number of acres included with any tract. The Purchase Price shall not be subject to adjustment regardless of the number of acres shown in any survey or other record prepared before or after this Agreement.

(f) Advertised square footages are approximate. No warranty or authoritative representation is made as to the size or square footage of any structure or any part thereof.

(g) Boundary lines and tract maps depicted in Exhibit A and the marketing materials are approximations provided for identification and illustration purposes only. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.

(h) Any description of the Property or any part of the Property (including but not limited to acreage, size, square footage, dimensions, age, capacity, capability, or usage) is for general identification purposes and does not constitute a warranty of any kind.

(i) An Information Book has been posted to the auction website containing various information obtained or derived from third-party sources, including topography maps, food zone maps, property tax statements, and property record cards. Such information has been provided subject to (and not as a substitute for) a prospective buyer's independent investigation and verification. Although believed to be from reliable sources, the Seller and Seller's Agents disclaim any warranty or liability for the information provided.

(j) All items of personal property located on any auction tract, including, but not limited to, equipment, machine tools, shop tools, office furniture, office equipment, mobile office units (which are not affixed to the land) and household furniture are excluded from this sale. However, Seller shall have no obligation before or after Closing to clean up any part of the Property or to remove any items from the Property. Buyer agrees to acquire the Property at Closing notwithstanding the presence thereon of any items of personal property.

**33. Tract-Specific Provisions, Updates, Disclosures and Disclaimers.** Buyer acknowledges and agrees to the following provisions, updates, disclosures and disclaimers if and to the extent they pertain to the Purchased Tracts:

(a) **Tract 1:** As an update to the marketing materials, all mobile homes on Tract 1 are excluded from the Auction. Seller shall have no obligation, before or after Closing, with respect to the mobile homes on Tract 1.

(b) **Tract 1:** The acre estimate for Tract 1 has been revised for purposes of the Auction, based on the acres indicated by the existing legal description, as shown on the Signature Page and in Exhibit A.

(c) **Tracts 1 & 7:** Tracts 1 and 7 are subject to the leases described in Exhibit F and Exhibit I, respectively, which are included in the Auction Exhibit Binder. This is an update to certain statements in the marketing materials regarding Tracts 1 and 7.

(d) **Tract 2:** Seller has completed and signed the Texas Real Estate Commission form of Seller's Disclosure Notice for the home on Tract 2 and a separate Seller's Disclosure Notice for the mobile home on Tract 2. These forms are included in the Auction Exhibit Binder as Exhibits C and D, respectively. If this Offer includes Tract 2, Buyer shall sign and date the acknowledgment of purchaser at the end of both of these forms, and the signed forms shall be included with the submission of Buyer's bid.

(e) **Tract 2:** Exhibit A includes a revised auction tract map for Tract 2. As an update to the marketing materials, Tract 2 has access to Southfork Street by means of a 40-foot-wide easement between Southfork Street and the southeast part of Tract 2, as approximately depicted in Exhibit A. A copy of the recorded Access Easement Agreement dated February 22, 2005 is included with the Preliminary Title Evidence and is also included in the Auction Exhibit Binder as Exhibit J.

(f) **Tract 4:** The well and septic system serving Tract 4 are located on adjoining property. If this purchase includes Tract 4: (i) Buyer agrees to purchase and acquire Tract 4 **AS IS**; (ii) after Closing, Buyer will be responsible for installing a new well and septic system on Tract 4 or making other arrangements with the adjoining owner; (iii) any such arrangements with the adjoining owner shall be made independently of (and shall not affect) Buyer's obligations under this Agreement; (iv) the Closing shall not be contingent upon or delayed for any negotiations or arrangements with the adjoining owner; and (v) Seller shall have no obligation before or after Closing regarding the well and/or septic system serving Tract 4.

(g) **Tract 6:** Tract 6 is subject to the provisions of Section 10 above regarding the Quit Claim Parcel.

(h) **Tract 8:** Tract 8 consists of Lot 7, Block 4 in the Plat of Southfork Subdivision, 4th Filing. A copy of said Plat is included with the Preliminary Title Evidence and is also included in the Auction Exhibit Binder as Exhibit K. The depiction of Tract 8 in Exhibit A is based on the county's GIS map which differs slightly from the depiction of Tract 8 in the Plat of Southfork Subdivision, 4th Filing. The depiction of Tract 8 in Exhibit A is an approximation and is not intended as an authoritative representation of the Tract 8 boundary.

(i) **Tract 8:** According to recorded Plat of Southfork Subdivision, 4th Filing, Tract 8 has abutting access to the west end of the platted street shown as Texan Trail in the Plat. However, the improved portion of the road stops short of the Tract 8 boundary, as approximately depicted in Exhibit A.

**34. Statutory Notices.** For purposes of the following statutory notices, "**you**" refers to Buyer.

(a) **ABSTRACT OR TITLE POLICY:** Seller's Agents are required by law to notify you, as Buyer, that you should have an abstract of title covering the Property examined by an attorney of your choice, OR you should be provided with or obtain a title insurance policy. By signing below, you acknowledge receipt of the foregoing notice. (Note: For purposes of this Agreement, Seller is required to furnish title insurance in accordance with terms of Sections 11 and 12 above.)

(b) **NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES:** **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 in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.**

(c) **CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** The real property, described in this Agreement, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Section 1 above. At Closing, Buyer and Seller shall cooperate with respect to the execution and recording of any notice required by Section 13.257(g) of the Texas Water Code, if applicable.

(d) **NOTICE REGARDING POSSIBLE ANNEXATION:** If the property that is the subject of this contract is located outside the limits of a municipality, the property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the property for further information.

(e) PROPANE GAS SYSTEM SERVICE AREA: The real property, described below, that you are about to purchase may be located in a propane gas system service area, which is authorized by law to provide propane gas service to the properties in the area pursuant to Chapter 141, Utilities Code. If your property is located in a propane gas system service area, there may be special costs or charges that you will be required to pay before you can receive propane gas service. There may be a period required to construct lines or other facilities necessary to provide propane gas service to your property. You are advised to determine if the property is in a propane gas system service area and contact the distribution system retailer to determine the cost that you will be required to pay and the period, if any, that is required to provide propane gas service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Section 1 above or at closing of purchase of the real property.

35. **Offer and Acceptance.** Buyer's execution and delivery of this Offer constitutes an offer to purchase the Property which may be accepted or rejected by Seller for any reason in the Seller's sole discretion and, if accepted by Seller, shall constitute a binding purchase contract between Seller and Buyer for the sale and purchase of the Property in accordance with the terms and conditions set forth herein. This Offer shall be treated as having been accepted by the Seller only if Seller's acceptance is signed by Seller on the Signature Page. This Offer shall be treated as having been rejected by the Seller only if: (a) Seller has given written notice of rejection to the Buyer; (b) the Earnest Money has been returned to Buyer prior to Seller's acceptance; (c) Seller has accepted another offer for all or any part of the Property; or (d) Seller has failed to accept this Offer within the time specified in Section 37 below.

36. **Multiple Offers and Alternative Bidding.** This Section applies if the undersigned bidder submits or has submitted any other offer (in addition to this Offer) with respect to a different tract or combination. If "Multiple Alternative Bids" is indicated on the Signature Page, this Offer may not be accepted if Seller accepts or intends to accept any other offer submitted by the undersigned Buyer with respect to a different tract or combination. Otherwise, this Offer may be accepted regardless of Seller's acceptance or rejection of any other (non-overlapping) offer submitted by the undersigned Buyer.

37. **Expiration of Offer; Acceptance Deadline.** This Offer expires unless it is accepted by Seller on or before 11:59 o'clock p.m. (CST) on **Monday, November 17, 2025**.

[The remainder of this Agreement is contained in the immediately-following Signature Page.]

[Signature Page]

IN WITNESS WHEREOF, Buyer offers and agrees to purchase the particular tract(s) designated as the included tract(s) in the table below. Buyer's initials or mark in the "Yes" column in the table below indicate tract(s) that is/are included as part of the Property for purposes of this Offer and Agreement.

		Included as part of the Property for purposes of this Offer:	
		Yes	No
<b>Tract 1</b>	25.395± ac. • 5118 S. Veronica St., Monahans • Ward Co. Parcel 1297		
<b>Tract 2</b>	46.17± ac. • 1751 E. Southfork St., Odessa • Ector Co. Parcels 43840.00190.00000 & 43840.00195.00000		
<b>Tract 3</b>	24.99± ac. • 636 Co. Rd. 429, Pleasanton • Atascosa Co. Parcel 76073		
<b>Tract 4</b>	3.25± ac. • 872 Cemetery Rd., Nordheim • DeWitt Co. Parcel 49282		
<b>Tract 5</b>	10.25± ac. • 686 Cemetery Rd., Nordheim, aka 840 Cemetery Rd. • DeWitt Co. Parcel 47024		
<b>Tract 6</b>	1.03± ac. • 117 Broadway, Nordheim • DeWitt Co. Parcel 13434		
<b>Tract 7</b>	24.35± ac. • 864 Thieme Rd., Nordheim • DeWitt Co. Parcels 8813 & 44342		
<b>Tract 8</b>	4.18± ac. • 1700 Texan Trl, Odessa • Ector Co. Parcel 29360.00380.00000		

**Bid Amount for the Included Tract(s):** \$ \_\_\_\_\_

**THE PURCHASE PRICE IS THE BID AMOUNT WRITTEN ABOVE PLUS A BUYER'S PREMIUM EQUAL TO FOUR PERCENT (4%) OF THE BID AMOUNT. THE 4% BUYER'S PREMIUM IS AUTOMATICALLY ADDED TO THE BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE.**

*Instructions to Bidder:* See Section 36 above, regarding "Multiple Offers and Alternative Bidding", and check one of the following:

- No Other Bids:** The undersigned bidder is not submitting any other offer concurrently with this Offer.
- Multiple Alternative Bids:** This Offer may not be accepted by Seller if Seller accepts or intends to accept any other offer submitted by the undersigned bidder with respect to a different lot or combination.
- Multiple Independent Bids:** This Offer may be accepted by Seller regardless of Seller's acceptance or rejection of any other (non-overlapping) offer submitted by the undersigned bidder.

**SIGNATURE OF BUYER:** On the \_\_\_\_\_ day of \_\_\_\_\_, 2025, this Agreement is signed by the undersigned, constituting the "Buyer" for purposes of this Agreement:

\_\_\_\_\_  
 Printed Name(s) of Buyer(s) (For a business entity, write the full legal name, the type of entity and the state of incorporation / organization)

(By) \_\_\_\_\_  
 (Signatures)

\_\_\_\_\_  
 (Printed name/s and office or capacity of individual/s signing on behalf of an LLC, corporation or other Buyer entity)

\_\_\_\_\_  
 (Buyer's Address) (City, State, Zip)

\_\_\_\_\_  
 (Buyer's Telephone Number) (Buyer's Email Address)

**ACCEPTED BY SELLER** on \_\_\_\_ / \_\_\_\_ / 2025:  
 Bob & Jackie Realty, LLC, by its duly authorized agent:  
 Sign: \_\_\_\_\_  
 Print: \_\_\_\_\_

**RECEIPT OF EARNEST MONEY:**  
 Amount received: \$ \_\_\_\_\_  
 Date received: \_\_\_\_ / \_\_\_\_ / 2025.  
 Lone Star Abstract & Title Co., Inc.  
 By: \_\_\_\_\_



*In cooperation with:*

Charles Brent Wellings  
101 N. Main St.  
Stillwater, OK 74075  
Tel: 972-768-5165  
Broker's License # 618910

**Property:**

8 tracts in Monahans, Odessa, Pleasanton and Nordheim, Texas

**Auction Manager:**

Brent Wellings  
Tel: 972-768-5165

**AUCTION EXHIBIT BINDER**

- Exhibit A:** Auction Tract Maps
- Exhibit B:** Information About Brokerage Services
- Exhibit C:** Seller's Disclosure Notice (Tract 2; home)
- Exhibit D:** Seller's Disclosure Notice (Tract 2; mobile home)
- Exhibit E:** List of all exceptions in each Schedule B included with the Preliminary Title Insurance Schedules for all tracts
- Exhibit F:** Lease (Tract 1)
- Exhibit G:** Lease (Tract 3)
- Exhibit H:** Lease (Tract 5)
- Exhibit I:** Lease (Tract 7)
- Exhibit J:** Access Easement Agreement (Tract 2)
- Exhibit K:** Plat of Southfork Subdivision, 4th Filing

# EXHIBIT A

**Tract 1:** 25.395± ac. • 5118 S. Veronica St., Monahans • Parcel ID 1297 • Ward County, Texas



**Tract 2:** 46.17± ac. • 1751 E. Southfork St., Odessa • Parcels 43840.00190.00000 & 43840.00195.00000

**Tract 8:** 4.18± ac. • 1700 Texan Trail, Odessa • Parcel 29360.00380.00000 • Ector County, Texas



*Boundary lines and acreages depicted in the marketing materials and this Exhibit A are approximations and are provided for identification and illustration purposes only. They are not provided or intended as survey products or as authoritative representations of property boundaries or acreages.*

# EXHIBIT A

**Tract 3:** 24.99± ac. • 636 Co. Rd. 429, Pleasanton  
• Parcel ID 76073 • Atascosa County, Texas



**Tract 6:** 1.03± ac.  
• 117 Broadway, Nordheim, Texas  
• DeWitt County Parcel ID 13434



**Tract 4:** 3.25± ac. • 872 Cemetery Rd., Nordheim  
• Parcel ID 49282 • DeWitt County, Texas

**Tract 5:** 10.25± ac. • 686 Cemetery Rd., Nordheim,  
aka 840 Cemetery Rd. • DeWitt Co. Parcel ID 47024



**Tract 7:** 24.35± ac. • 864 Thieme Rd., Nordheim  
• Parcel ID 8813 & 44342 • DeWitt County, Texas



*Boundary lines and acreages depicted in the marketing materials and this Exhibit A are approximations and are provided for identification and illustration purposes only. They are not provided or intended as survey products or as authoritative representations of property boundaries or acreages.*



# EXHIBIT B

2-10-2025

## Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.



### TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent. **An owner's agent fees are not set by law and are fully negotiable.**

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent. **A buyer/tenant's agent fees are not set by law and are fully negotiable.**

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Charles B. Wellings	618910	brent@schraderwellings.com	405-332-5505
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date



2. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766, Health and Safety Code?\*  Yes  No  Unknown. If the answer to this question is no or unknown, explain (Attach additional sheets if necessary): \_\_\_\_\_

\* Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information. A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing impaired and specifies the locations for the installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

3. Are you (Seller) aware of any known defects/malfunctions in any of the following? Write Yes (Y) if you are aware, write No (N) if you are not aware.

- |  |                                 |                                |
|--|---------------------------------|--------------------------------|
| <u>  N  </u> Interior Walls                                | <u>  N  </u> Ceilings           | <u>  N  </u> Floors            |
| <u>  N  </u> Exterior Walls                                | <u>  N  </u> Doors              | <u>  N  </u> Windows           |
| <u>  N  </u> Roof  | <u>  N  </u> Foundation/Slab(s) | <u>  N  </u> Sidewalks         |
| <u>  N  </u> Walls/Fences                                  | <u>  N  </u> Driveways          | <u>  N  </u> Intercom System   |
| <u>  N  </u> Plumbing/Sewers/Septics                       | <u>  N  </u> Electrical Systems | <u>  N  </u> Lighting Fixtures |
| <u>  N  </u> Other Structural Components (Describe): _____ |                                 |                                |

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): \_\_\_\_\_

4. Are you (Seller) aware of any of the following conditions? Write Yes (Y) if you are aware, write No (N) if you are not aware.

- |   |  |
|---|--|
| <u>  N  </u> Active Termites (includes wood destroying insects) | <u>  N  </u> Previous Structural or Roof Repair          |
| <u>  N  </u> Termite or Wood Rot Damage Needing Repair          | <u>  N  </u> Hazardous or Toxic Waste                    |
| <u>  N  </u> Previous Termite Damage                            | <u>  N  </u> Asbestos Components                         |
| <u>  N  </u> Previous Termite Treatment                         | <u>  N  </u> Urea-formaldehyde Insulation                |
| <u>  N  </u> Improper Drainage                                  | <u>  N  </u> Radon Gas                                   |
| <u>  N  </u> Water Damage Not Due to a Flood Event              | <u>  N  </u> Lead Based Paint                            |
| <u>  N  </u> Landfill, Settling, Soil Movement, Fault Lines     | <u>  N  </u> Aluminum Wiring                             |
| <u>  N  </u> Single Blockable Main Drain in Pool/Hot Tub/Spa*   | <u>  N  </u> Previous Fires                              |
|   | <u>  N  </u> Unplatted Easements                         |
|   | <u>  N  </u> Subsurface Structure or Pits                |
|   | <u>  N  </u> Previous Use of Premises for Manufacture of |
|   | <u>  N  </u> Methamphetamine                             |

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): \_\_\_\_\_

\* A single blockable main drain may cause a suction entrapment hazard for an individual.

5. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair?  Yes (if you are aware)  No (if you are not aware). If yes, explain (attach additional sheets if necessary). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Are you (Seller) aware of any of the following conditions?\* Write Yes (Y) if you are aware, write No (N) if you are not aware.  
  N   Present flood insurance coverage  
  N   Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir  
  N   Previous water penetration into a structure on the property due to a natural flood event

Write Yes (Y) if you are aware, and check wholly or partly as applicable, write No (N) if you are not aware.

  N   Located  wholly  partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR)  
  N   Located  wholly  partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded))  
  N   Located  wholly  partly in a floodway  
  N   Located  wholly  partly in a flood pool  
  N   Located  wholly  partly in a reservoir

If the answer to any of the above is yes, explain (attach additional sheets if necessary): \_\_\_\_\_  
\_\_\_\_\_

\*For purposes of this notice:

"100-year floodplain" means any area of land that:

- (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map;
- (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and
- (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that:

- (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and
- (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation of more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

7. Have you (Seller) ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program (NFIP)?\*  Yes  No. If yes, explain (attach additional sheets as necessary): \_\_\_\_\_  
\_\_\_\_\_

\*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

8. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the property?  Yes  No. If yes, explain (attach additional sheets as necessary): \_\_\_\_\_  
\_\_\_\_\_

9. Are you (Seller) aware of any of the following? Write Yes (Y) if you are aware, write No (N) if you are not aware.

N Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at that time.

N Homeowners' Association or maintenance fees or assessments.

N Any "common area" (facilities such as pools, tennis courts, walkways, or other areas) co-owned in undivided interest with others.

N Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

N Any lawsuits directly or indirectly affecting the Property.

N Any condition on the Property which materially affects the physical health or safety of an individual.

N Any rainwater harvesting system located on the property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.

N Any portion of the property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary):  
\_\_\_\_\_  
\_\_\_\_\_

10. If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit maybe required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.

11. This property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.

**Matt Kennedy** Digitally signed by Matt Kennedy  
Date: 2025.11.04 14:01:30 -06'00'

Signature of Seller \_\_\_\_\_ Date \_\_\_\_\_ Signature of Seller \_\_\_\_\_ Date \_\_\_\_\_

The undersigned purchaser hereby acknowledges receipt of the foregoing notice.

Signature of Purchaser \_\_\_\_\_ Date \_\_\_\_\_ Signature of Purchaser \_\_\_\_\_ Date \_\_\_\_\_



This form was prepared by the Texas Real Estate Commission in accordance with Texas Property Code § 5.008(b) and is to be used in conjunction with a contract for the sale of real property entered into on or after September 1, 2023. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC NO. 55-0. This form replaces OP-H.



2. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766, Health and Safety Code?\*  Yes  No  Unknown. If the answer to this question is no or unknown, explain (Attach additional sheets if necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information. A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing impaired and specifies the locations for the installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

3. Are you (Seller) aware of any known defects/malfunctions in any of the following? Write Yes (Y) if you are aware, write No (N) if you are not aware.

- |  |                                 |                                |
|--|---------------------------------|--------------------------------|
| <u>  N  </u> Interior Walls  | <u>  N  </u> Ceilings           | <u>  N  </u> Floors            |
| <u>  N  </u> Exterior Walls  | <u>  N  </u> Doors              | <u>  N  </u> Windows           |
| <u>  N  </u> Roof  | <u>  N  </u> Foundation/Slab(s) | <u>  N  </u> Sidewalks         |
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| <u>  N  </u> Plumbing/Sewers/Septics   | <u>  N  </u> Electrical Systems | <u>  N  </u> Lighting Fixtures |
| <u>  N  </u> Other Structural Components (Describe): _____<br>_____<br>_____ |                                 |                                |

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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- |   |  |
|---|--|
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| <u>  N  </u> Termite or Wood Rot Damage Needing Repair          | <u>  N  </u> Hazardous or Toxic Waste                    |
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| <u>  N  </u> Improper Drainage                                  | <u>  N  </u> Radon Gas                                   |
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|   | <u>  N  </u> Unplatted Easements                         |
|   | <u>  N  </u> Subsurface Structure or Pits                |
|   | <u>  N  </u> Previous Use of Premises for Manufacture of |
|   | <u>  N  </u> Methamphetamine                             |

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): \_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

\*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

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N Any lawsuits directly or indirectly affecting the Property.

N Any condition on the Property which materially affects the physical health or safety of an individual.

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N Any portion of the property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit maybe required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.

11. This property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.

**Matt Kennedy** Digitally signed by Matt Kennedy  
Date: 2025.11.04 14:06:46 -06'00'

Signature of Seller

Date

Signature of Seller

Date

The undersigned purchaser hereby acknowledges receipt of the foregoing notice.

Signature of Purchaser

Date

Signature of Purchaser

Date



This form was prepared by the Texas Real Estate Commission in accordance with Texas Property Code § 5.008(b) and is to be used in conjunction with a contract for the sale of real property entered into on or after September 1, 2023. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC NO. 55-0. This form replaces OP-H.

# EXHIBIT E

(Part of Auction Exhibit Binder included in Sealed Bid Packet)

## Standard Exceptions:

The following exceptions are included in the preliminary Schedule B for all tracts (**Tracts 1 - 8**):

### SCHEDULE B EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below: [Deleted in all Schedule Bs]
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year \_\_\_\_\_\*, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year \_\_\_\_\_\*\* and subsequent years.")
  - \* "2026" in the Schedule B for Tracts 1, 3, 4, 5, 6 & 7; "2025" in the Schedule B for Tracts 2 & 8.
  - \*\* "2026" in the Schedule B for Tracts 1, 3, 4, 5, 6 & 7; left blank in the Schedule B for Tracts 2 & 8.
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

## Special Exceptions:

The following exceptions are included in the Schedule B(s) for the particular Tract(s) indicated.

### Tracts 1, 3, 4, 5, 6 & 7:

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
  - a. All visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use. (Owner's Title Policy)
  - b. Rights of parties in possession. (Owner's Title Policy)
  - c. Any and all unrecorded leaseholds, rights of vendors and holders of security interests on personal property installed upon the property by tenants, and rights of tenants to remove trade fixtures at the expiration of the term of leases. [Note: This exception "c" is not included in the preliminary Schedule B for Tract 3 but it may be added to the Final Title Commitment.]
  - d. Portion of the property that may lie within any roadway.
  - e. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
  - f. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.
  - g. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
  - h. All fence locations.

### Tract 1:

- i. **Easements or rights-of-way specially affecting the property as follows:**
  - (1) Easement to Texas Electric Service Company recorded in Volume 172, Page 468; Volume 182, Page 383; Volume 230, Page 181; Volume 201, Page 405; Volume 230, Page 182; Volume 230, Page 184; Volume 264, Page 157; Volume 517, Page 767, Deed Records of Ward County, Texas.
  - (2) Easement to Southwest Sandhills Water Supply Corporation recorded in Volume 678, Page 324, Official Records of Ward County, Texas.
- j. **The Property is a part of a larger tract or tract that is subject to blanket or unlocated easements or rights-of-way. These will be described on Schedule B of any policy to be issued unless we are provided a survey and verification from the surveyor that the following blanket or unlocated easements or rights-of-way do not cross or touch the Property:**
  - (1) (Sections 70 and 71) Easement to Texas Electric Service Company recorded in Volume 125, Page 125, Deed Records of Ward County, Texas.
  - (2) (Section 71) Easement to Cabot Carbon Company recorded in Volume 128, Page 501, Deed Records of Ward County, Texas.
  - (3) (Section 63) Easement to the State of Texas recorded in Volume 158, Page 517, Deed Records of Ward County, Texas.
  - (4) (Section 63) Easement to Texas Electric Service Company recorded in Volume 195, Page 47, and Volume 451, Page 493, Deed Records of Ward County, Texas.
  - (5) (Section 70) Easement to Texas Electric Service Company recorded in Volume 195, Page 48; Volume 195, Page 50; Volume 328, Page 421; Volume 306, Page 285, Deed Records of Ward County, Texas.
  - (6) (Sections 70 and 71) Easement to Magnolia Pipe Line Company recorded in Volume 270, Page 371, Deed Records of Ward County, Texas.
  - (7) (Section 71) Easement to Warren Petroleum Corporation recorded in Volume 251, Page 463, and Volume 256, Page 63, Deed Records of Ward County, Texas.

### **Tract 3:**

- h. **Right of Way Easement** dated June 12, 1996 executed by George A. Jasik, et ux to McCoy Water Supply Corp., recorded on December 13, 2010 under Clerk's File No. 118000 of the Official Public Records of Atascosa County, Texas.
- i. **Affidavit to the Public (OSSF)** dated November 24, 2011 executed by Timbercreek Real Estate Partners, LLC to the Public, recorded under Clerk's File No. 121968 of the Official Public Records of Atascosa County, Texas.

### **Tracts 4 & 5:**

- i. **Easement** from J. A. Reuser, et ux to Central Power and Light Company, dated October 2, 1926 and recorded in Volume 95, Page 329 of the Deed Records of DeWitt County, Texas.
- j. **Right of Way Deed** from Lena Baumann to DeWitt County, Texas, dated April 27, 1948 and recorded in Volume 127, Page 485 of the Deed Records of DeWitt County, Texas.
- k. **Easement** from Lena Baumann to Lone Star Gathering Company, dated April 13, 1963 and recorded in Volume 158, Page 413 of the Deed Records of DeWitt County, Texas.
- l. **Electric Line Easement** from Bobby Lee Koricanek to Guadalupe Valley Electric Cooperative, Inc., dated June 12, 2012 and recorded in Volume 441, Page 235 of the Official Public Records of DeWitt County, Texas.
- m. **Electric Line Easement** from Bobby Lee Koricanek to Guadalupe Valley Electric Cooperative, Inc., dated February 21, 2014 and recorded in Volume 504, Page 694 of the Official Public Records of DeWitt County, Texas.
- n. **Electric Line Easement** from Bobby Lee Koricanek to Guadalupe Valley Electric Cooperative, Inc., dated June 12, 2012 and recorded in Volume 530, Page 59 of the Official Public Records of DeWitt County, Texas.

### **Tract 5:**

- o. **Right of Way Easement** from Bobby Koricanek and J. R. Simpson, Jr., dated July 12, 2018 and recorded in Volume 620, Page 907 of the Official Public Records of DeWitt County, Texas.

### **Tract 6:**

- i. **Right of Way** from Emma Neutzler to the City of Nordheim, dated September 22, 1955 and recorded in Volume 138, Page 66 of the Deed Records of DeWitt County, Texas.
- j. **Right of Way** from Anna Osterloch to the City of Nordheim, dated September 15, 1955 and recorded in Volume 138, Page 67 of the Deed Records of DeWitt County, Texas.

### **Tract 7:**

- i. **Easement** from Otto C. Roehl to Southwestern Bell Telephone Company, dated February 21, 1957 and recorded in Volume 139, Page 223 of the Deed Records of DeWitt County, Texas.
- j. **Right of Way Deed** from Otto C. Roehl and Emma Roehl to the State of Texas, dated February 28, 1959 and recorded in Volume 144, Page 191 of the Deed Records of DeWitt County, Texas.
- k. **Right of Way Easement** from Otto C. Roehl to United Gas Pipe Line Company, dated September 25, 1961 and recorded in Volume 151, Page 297 of the Deed Records of DeWitt County, Texas.
- l. **Easement and Right of Way** from Otto C. Roehl to Central Power and Light Company, dated July 30, 1976 and recorded in Volume 237, Page 67 of the Deed Records of DeWitt County, Texas.

## Tracts 2 & 8:

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a. Easement to TESCO as shown by instrument recorded in Volume 298, Page 280; Volume 405, Page 210; Volume 630, Page 228; Volume 929, Pages 762, 768 and 774, Deed Records of Ector County, Texas.
  - b. Easement to Mid-America Pipeline as shown by instrument recorded in Volume 368, Page 255; Volume 369, Page 11 and Volume 399, Pages 396 and 384, Deed Records of Ector County, Texas.
  - c. Easement to MAPCO as shown by instrument recorded in Volume 601, Page 258, Deed Records of Ector County, Texas.
  - d. Easement to Devon Energy as shown by instrument recorded in Volume 2426, Page 13, Official Public Records of Ector County, Texas.
  - e. Access recorded in Volume 1910, Page 864, Official Public Records of Ector County, Texas.
  - f. Visible or apparent easements on or across the property herein described.
  - g. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
  - h. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.
  - i. Rights of parties in possession (Owner Policy Only).
  - j. Any lien(s) created at closing. The instrument(s) creating such lien(s) to be filed for record in the office of the County Clerk of Ector County, Texas.
  - k. Upon payment of the applicable premium, Item 5 of Schedule B shall be amended to delete the phrase "and subsequent assessments for prior years due to change in land usage of ownership" and to include the phrase; "Company insures that standby fees, taxes and assessments by any taxing authority for the year 2025 are not yet due and payable." (Loan Policy Only)
  - l. Upon the furnishing of an acceptable survey and upon the payment of any applicable premium, item 2 of Schedule B shall be amended to read "shortages in area."; However, the Company reserves the right to make additional specific exceptions as to matters that may be shown on survey.
  - m. The Company may issue its Restrictions, Encroachments, Minerals Endorsement (T-19) to a Loan Policy (T-2) on residential real property, if its underwriting requirements are met and if it is paid the premium prescribed in Sub-Section A of Rate Rule R-29. The Company shall delete any insuring provision if it does not consider that risk acceptable. Any insured matter covered in the Restrictions, Encroachments, and Minerals Endorsement (T-19) may be insured only by the use of this Restrictions, Encroachments, Minerals Endorsement (T-19).

## **EXHIBIT F**

### **(Description of Tract 1 Lease)**

Tract 1 is leased through June 30, 2026 pursuant to an informal arrangement. There is no executed written lease currently in effect for Tract 1.

**EXHIBIT G**

**LEASE AGREEMENT**

This Lease Agreement (the “Lease”) is made and entered into as of June 1, 2025, by and between Bob Koricanek and Jackie Ray Simpson, Jr., personally or Assigns, located at PO Box 865, Yorktown, Texas 78164 (collectively, the “**Landlord**”) and MGB Manufacturing, LLC d/b/a M.G. Bryan Equipment Co., a Texas limited liability company located at 14902 Interstate Highway 20, Cisco, Texas 76437 (the “**Tenant**”) (each a “**Party**” and collectively, the “**Parties**”).

For and in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leases to Tenant, and Tenant leases, rents, and accepts from Landlord the Premises, as hereinafter defined.

1. **Premises.** Landlord hereby leases to Tenant and Tenant hereby lease from Landlord, approximately 25 acres of space located at 636 County Road 429, Pleasanton, Texas 78064 as depicted on Exhibit A (the “**Premises**”).

Term. The initial term of this Lease shall be for a term of 1 year commencing on June 1, 2025 (the “**Initial Term**”). Following the Initial Term, the Lease shall automatically renew for successive one (1) year terms.

Any holding-over shall be considered as tenancy-at-will and shall be at the rate of one hundred fifty percent (150%) of the rent in effect during the term that has just expired. Notwithstanding any other interpretation of the expiration of nay term of this Lease, nothing herein shall be construed to permit the tenancy of the Lessee beyond the expiration of the current term.

2. **Rent.** Lessee agrees during the Initial Term to pay minimum base rental to Lessor of \$35,000.00 per month (“**Rent**”). Payment of rent shall be due on the first day of each month. If the Term begins or ends on a day other than the first or last day of a month, then rent for the partial months shall be prorated on a per diem basis.

3. **Telecommunications and Utilities.** Lessee will put the Lessee=s name and pay promptly as they become due all charges for the furnishing of water, electricity, garbage service, sewer, natural gas, and other public utilities to the leased premises during the term of the lease.

4. **Late Charges.** Any amounts payable to Landlord under this Lease shall be considered past due on the 15<sup>th</sup> of each month and Tenant shall pay a monthly service charge of two percent (2%) of the amount past due for that and each subsequent month that the amount remains past due. The parties agree that such charges represent a fair and

reasonable estimate of the costs the Landlord will incur by reason of such late payment and/or returned check.

5. **Acceptance of Premises.** Landlord has made no representations or warranties, express or implied, with respect to the Premises or this Lease except as herein expressly set forth. The taking of Possession of the Premises by Tenant shall be conclusive evidence that Tenant accepts the Premises “as-is” and that Tenant has determined that the Premises are suitable for the use intended by Tenant and were in good and satisfactory condition at the time such Possession was so taken. Lessee shall pay for the filing fee and the necessary repairs for obtaining a certificate of occupancy.

6. **Use of Premises.** Tenant shall use the Premises for storage of fracking equipment and for all lawful activities normally incidental thereto and related to the conduct of Tenant’s business and for no other purpose. Tenant shall not, without Landlord’s prior written consent, make any improvements, additions, or alterations to the Premises or permit any mechanics, materialmen, or any other type of lien to be filed against the Premises by reason of or related to work supplied or claimed to have been supplied to Tenant.

7. **Maintenance of Premises by Lessee.** During the term of this lease, Lessor shall maintain the foundation and the structural components of the Building. Lessee shall maintain all other aspects of the Property at Lessee's own cost and expense, including the plate glass, plumbing, roof, closets, electrical, heating, air conditioning, parking lot, walls, pipes, and fixtures belonging thereto and the signs and facie in, on and around the Building. Lessor and its agents may enter upon and inspect the Property at any time during the term of this lease at any reasonable time.

8. **Insurance.** Lessor shall, at Lessee's expenses, keep in force insurance on all buildings and other improvements, equipment, and fixtures on the premises against the perils of fire and extended coverage, with limits of not less than its replacement cost, but not on the trade fixtures and other equipment and property of Lessee situated on the premises.

Any Insurance carried by Lessee or Lessor against loss or damage to the building and other property situated on the premises shall be carried for the benefit of Lessor to the extent of loss or damage to the building or improvements.

The payments required to be made by Lessee under this Provision shall be made in equal monthly installments in such amounts as are estimated and billed for each lease year by Lessor. The first such installment shall be due and payable coincidentally with the first installment of Minimum Rent payable during the primary term of the Lease as outlined in Section 3.

In addition, Lessee shall maintain public liability insurance protecting Lessee and Lessor with regard to use and maintenance of the Property with limits of not less than \$2,000,000 public liability and \$1,000,000 property damage. A binder evidencing such coverage shall be furnished to Lessor. A copy of a certificate of insurance evidencing such coverage shall be furnished to Lessor prior to the expiration of the binder. Lessor shall be listed as named insured with Lessee in such policy.

If Lessee does not provide the certificates when Lessor delivers possession to Lessee, or if Lessee allows any insurance required under this Provision to lapse, Lessor may, at its option, take out and pay the premiums on the necessary insurance to comply with Lessee's obligations under this Provision. Lessor is entitled to immediate reimbursement from Lessee of all amounts spent to procure and maintain the insurance, with interest at the highest legal rate from the date of payment by Lessor until reimbursement.

9. **Assignment and Subletting.** Tenant shall not assign this Lease or further sublet all or any part of the Premises without prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Any assignment or subletting without consent shall be void.

10. **Defaults: Remedies.**

a. **Defaults.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

(a) The abandonment of the Premises by Tenant.

(b) The failure by Tenant to make any payment of rent within fifteen (15) days from the date when due, or if Tenant defaults in making any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant.

(c) The making by Tenant of any general assignment, or general arrangement, for the benefit of creditors.

(d) The filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days).

(e) The appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's

interest in this Lease, where possession is not restored to Tenant within thirty (30) days.

(f) The attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within sixty (60) days.

b. **Remedies.** In the event of such material default or breach by Tenant, Landlord, in addition to and/or concurrently with any other remedies given it by law or in equity, may at its option, (a) re-enter the Premises by any lawful means and re-let the Premises either as agent of Tenant or otherwise and receive the rent therefrom applying such rent first to the payment of such expenses as Landlord may be put to in reentering, and then to the payment of rent or other amounts accruing hereunder, the balance, if any, to be paid by Tenant, who shall remain liable for any deficiency, or (b) terminate this Lease and all rights of Tenant hereunder, but Tenant shall in the event of any such re-entry, re-letting or termination remain fully liable for the performance of its obligations under this Lease, including, but not limited to, payment of all rental obligations. It is further agreed that in the event Landlord shall incur attorney's fees or other costs in the enforcement of any provision of this Lease or should suit be brought for the collection of rent due hereunder or by reason of the failure of Tenant to perform any of its covenants or obligations hereunder, Tenant shall pay to Landlord all the costs of such enforcement and/or suit, including reasonable attorney's fees (through appeal), whether or not suit is brought.

11. **No Waiver of Default.** No acceptance of rent (whether with or without the aforesaid charges for late payment of rent) by Lessor or delay in enforcing any obligation shall be construed as a waiver of any default then, therefore, or thereafter existing in the performance of any other obligation undertaken by Lessee. No forfeiture of this lease shall release Lessee from responsibility or liability to Lessor for rents therefore due and unpaid or from the performance of any covenants, agreements, or stipulations herein by Lessee undertaken to be kept and performed.

12. **Taxes.** Lessee shall pay Lessor as additional rent (in addition to the monthly minimum rental), all real estate and other ad valorem taxes and assessments of every kind and nature with respect to the Property. Lessor covenants that the Lessor's best efforts will be used to obtain the lowest possible valuation and rate with respect to such taxes and assessments.

Lessee shall also pay as additional rent (in addition to the monthly minimum rental) to the Lessor and the Lessor shall remit to the appropriate governmental authorities any sales, use, or other tax, excluding Federal or State income taxes, now or hereafter imposed upon rents and other amounts due to the Lessor under this Lease, notwithstanding the fact

that any statute, ordinance, enactment, or regulation may impose any of those types of taxes on the Lessor.

Lessor shall provide Lessee with all tax appraisals on the premises within fifteen (15) days of its receipt. Lessee shall have the right to protest any appraisals on the premises on behalf of the Lessor.

The payments required to be made by Lessee under this provision shall be made in equal monthly installments in such amounts as are estimated and billed. The first such installment shall be due and payable coincidentally with the first installment of rent payable under the Lease.

Within one hundred twenty (120) days after Lessor has received the last annual bill for taxes and assessments for the lease year in question, Lessor will notify Lessee of the amount of the actual taxes. If the aforesaid monthly payments for a given lease year are greater than Lessee's proportionate share of the taxes and assessments payable for such lease year, Lessor shall refund the amount of the excess within fifteen (15) days after the Lessee receives the notice provided for above, and if said payments are less than Lessee's said share, Lessee shall pay Lessor the difference within fifteen (15) days after Lessee receives said notice.

13. **Damage by Casualty.** If the leased premises are damaged or destroyed by fire or other casualty so as to render untenable more than twenty-five percent (25%) of the floor area of the entire building in which the leased premises are located, Lessor may elect either to terminate this Lease or to proceed to rebuild and repair the leased premises. Lessor shall give written notice to Lessee of its election within twenty (20) days after the occurrence of the casualty and, if it elects to rebuild and repair, shall proceed to do so with reasonable diligence and at its sole cost and expense. In the event that Lessor is unable to rebuild and repair the leased premises within one hundred fifty (150) days after the occurrence of the casualty, Lessee shall have the option to terminate this lease.

Lessor's obligation to rebuild and repair under this Provision shall be limited to restoring the damaged portion of the leased premises to substantially the condition in which Lessor had placed the leased premises at the time of Lessor's original tender of possession to Lessee, as modified by ordinary wear and tear preceding the damage or destruction and shall also be limited to the extent, and only to the extent, insurance proceeds are available to pay for the same. During any period of reconstruction or repair of the leased premises, this Lease shall continue in full force and effect, except that the Rental shall be abated for the length of time necessary for the reconstruction or repairs in proportion to the amount of floor area of the leased premises rendered unusable. There shall be no abatement of any other amounts payable by Lessee under the terms of this Lease.

14. **Surrender.** Subject to the provisions of Section 10, on the last day of the Term (or as sooner terminated as provided hereunder), Tenant shall surrender the Premises to Landlord in the same condition as when received, broom clean, ordinary wear and tear and casualty loss excepted.

15. **Notices.** (a) Any notice by either party to the other required or permitted under this Lease shall be valid only if in writing and shall be deemed to be duly given only if delivered personally or sent by registered or certified mail addressed (1) if to Tenant, at the Premises, and (2) if to Landlord, at the address set forth herein, or at such other address for either party as that party may designate by notice to the other; notice shall be deemed given, if delivered personally, upon delivery thereof, and if mailed upon the mailing thereof.

16. **Entire Agreement.** This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. No subsequent alteration, amendment, change, or addition of this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant.

17. **Attorney's Fees.** In the event that any action or proceeding is brought to enforce any term, covenant, or condition of this Lease on the part of the Landlord or Tenant, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs. Furthermore, Landlord and Tenant agree to pay the attorney's fees and expenses of the other party to this Lease (either Landlord or Tenant) if it is made a party to litigation because of its being a party to this Lease and when it has not engaged in any wrongful conduct itself.

18. **Governing Law.** This Agreement is being executed and delivered, and is intended to be performed, in the State of Texas, and the laws of Texas govern the validity, construction, enforcement, and interpretation of this Agreement.

19. **Time of Essence.** Time is of the essence of this Lease.

20. **Severability.** The terms, conditions, covenants, and provisions of the Lease shall be deemed to be severable. If any clause or provision contained herein shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

21. **Section Titles.** The section titles in the Lease are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

22. **Waiver of Jury Trial.** EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.

23. **Counterparts.** This Agreement may be executed in multiple counterparts (each of which is to be deemed original for all purposes).

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

By: **LANDLORD**  
DocuSigned by:  
*Bob Koricanek*  
639FD956857547E...

Printed Name: Bob Koricanek  
Title: Owner  
Address: PO Box 865, Yorktown, Texas 78164

By: **TENANT**  
DocuSigned by:  
*Tim Rains*  
85E4545A7D79470...

Printed Name: Tim Rains  
Title: COO  
Address: PO Box 984,  
Cisco TX 76437

**EXHIBIT A**  
**PREMISES**

**PROPERTY CHARACTERISTICS**

636 County Road 429, Pleasanton TX 78064



**PROPERTY DETAILS**

**Land** \_\_\_\_\_ 25 acres

- Fully rocked and secure fenced
- yard lighting, paved aprons, single driveway access

**Building 1** \_\_\_\_\_ 25,500 Square Feet

- 8,500sf Office with 17,000 sf Maintenance Shop
- 8 Drive-thru bays incl 16, 16' X 16' bay doors

**Building 2** \_\_\_\_\_ 12,750 Square Feet

- Lab/Warehouse facility
- 4 Drive-thru bays incl 8, 16' X 16' bay doors

**Building 3** \_\_\_\_\_ 12,750 Square Feet

- Pressure Test / Storage Facility
- Open bays with awning and enclosed area

**Building 4** \_\_\_\_\_ 4,250 Square Feet

- Wash bay facility (Not Included in Total SF)

**Total Square Feet:** 55,250

**Current Condition:**

Turnkey Ready

**Access:**

County Road 429

- 800' of frontage – east property line
- Paved frontage, single ingress / egress

**Zoning:** None (County)

**Utilities:** TBD (County)

- Water well and septic
- Power along NCR 1125 (east property line)
- Heavy 3-phase

**Location:**

Less than 2 miles From I-37

Approx 35 miles south of San Antonio

Approx 100 miles north of Corpus Christi



COMMERCIAL LEASE

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840 Cemetery Rd.

CONCERNING THE LEASED PREMISES AT Nordheim, TX 78141

between BOBBY L KORICANEK & , JACKIE RAY SIMPSON, JR. (Landlord)

and KLX ENERGY SERVICES LLC (Tenant).

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ADDENDA & EXHIBITS (check all that apply)

- Exhibit A - LEGAL DESCRIPTION & SURVEY
Exhibit
Exhibit
Commercial Property Condition Statement (TXR-1408)
Commercial Lease Addendum for Broker's Fee (TXR-2102)
Commercial Lease Addendum for Option to Extend Term (TXR-2104)
Commercial Lease Addendum for Tenant's Right of First Refusal (TXR-2105)
Commercial Lease Addendum for Percentage Rent (TXR-2106)
Commercial Lease Addendum for Parking (TXR-2107)
Commercial Landlord's Rules and Regulations (TXR-2108)
Commercial Lease Guaranty (TXR-2109)
Commercial Lease Addendum for Tenant's Option for Additional Space (TXR-2110)
Commercial Lease Construction Addendum (TXR-2111) or (TXR-2112)
Commercial Lease Addendum for Contingencies (TXR-2119)
Information About Brokerage Services (TXR-2501)

(TXR-2101) 07-08-22 Initialed for Identification by Landlord: [Initials] and Tenant: [Initials] Page 1 of 18
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### COMMERCIAL LEASE

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**1. PARTIES:** The parties to this lease are:

Landlord: BOBBY L KORICANEK & JACKIE RAY SIMPSON, JR. ; and

Tenant: KLX ENERGY SERVICES LLC

**2. LEASED PREMISES:**

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

(1) Multiple-Tenant Property: Suite or Unit Number \_\_\_\_\_ containing approximately \_\_\_\_\_ square feet of rentable area ("rsf") in \_\_\_\_\_ (project name) at \_\_\_\_\_ (address) in \_\_\_\_\_ (city), \_\_\_\_\_ (county), Texas, which is legally described on attached Exhibit \_\_\_\_\_ or as follows: \_\_\_\_\_

(2) Single-Tenant Property: The real property containing approximately 42000 square feet of rentable area ("rsf") at: 840 Cemetery Rd. (address) in Nordheim (city), DEWITT (county), Texas, which is legally described on attached Exhibit A and or as follows: APPROXIMATELY 10.25 ACRES AND ALL PERMANENT STRUCTURES THEREON. ATTACHED AS EXHIBIT A  
DEWITT CAD INFO: PARCEL ID: 47024 GEO ID: 15800-00195-08300-000000

B. If Paragraph 2A(1) applies:  
(1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and  
(2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area  will  will not be adjusted if re-measured.

**3. TERM:**

A. Term: The term of this lease is 36 months and \_\_\_\_\_ days, commencing on: NOVEMBER 1, 2024 (Commencement Date) and ending on OCTOBER 31, 2027 (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant

(TXR-2101) 07-08-22 Initialed for Identification by Landlord: BLK JS, and Tenant: B, Page 2 of 18

840 Cemetery Rd.

Commercial Lease concerning: Nordheim, TX 78141

for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 30 day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

**4. RENT AND EXPENSES:**

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit \_\_\_\_\_ or as follows:

Dates		<del>Rate per rentable square foot (optional)</del>		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
11/01/2024	10/31/2027	20,000.00 /rsf / month	240,000.00 /rsf / year	20,000.00
		/rsf / month	/rsf / year	
		/rsf / month	/rsf / year	
		/rsf / month	/rsf / year	
		/rsf / month	/rsf / year	
		/rsf / month	/rsf / year	

B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord the expense reimbursement detailed in Paragraph 4J (if applicable) and all other amounts, as provided by the attached (*Check all that apply.*):

- (1) Commercial Lease Addendum for Percentage Rent (TXR-2106)
- (2) Commercial Lease Addendum for Parking (TXR-2107)
- (3) \_\_\_\_\_

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. First Full Month's Rent: The first full monthly rent is due on or before \_\_\_\_\_  
**COMMENCEMENT DATE**

D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:


Name: **BOBBY L KORICANEK & JACKIE RAY SIMPSON, JR.**

Address: **P.O. BOX 865, YORKTOWN TX 78164**

(TXR-2101) 07-08-22

Initialed for Identification by Landlord:

Initial 

Initial  and Tenant:

DS 

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840 Cemetery Rd.

Commercial Lease concerning: Nordheim, TX 78141

- F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.
- G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.
- H. Returned Checks: Tenant will pay \$ 500.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.
- I. Application of Funds: Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to: late charges and returned check charges, repairs, brokerage fees, periodic utilities and thereafter to rent.

(Check box only if Tenant reimburses Landlord for some or all expenses. Do not check for "gross" leases.)

J. Expense Reimbursement. In addition to base monthly rent stated in Paragraph 4A, Tenant will pay Landlord the expense reimbursement described in this Paragraph 4J. Tenant will pay the expense reimbursement as additional rent each month at the time the base-monthly rent is due. All amounts payable under this Paragraph 4J are deemed to be "rent" for the purposes of this lease.

(1) Reimbursable Periods. Additional rent under this Paragraph 4J is due for all months listed in the chart in Paragraph 4A, even if the base monthly rent is zero.

(2) Definitions:

(a) "Tenant's pro rata share" is 100.000 %.

(b) "CAM" means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property (for example, security, lighting, painting, cleaning, decorations, utilities, trash removal, pest control, promotional expenses, and other expenses reasonably related the Property's operations); including all expenses incurred by Landlord under Paragraph 15, but not including expenses for structural components and roof replacement; CAM does not include capital expenditures, interest, depreciation, tenant improvements, insurance, taxes, or brokers' leasing fees. Notwithstanding the foregoing, CAM does include the amortized costs incurred by Landlord in making capital improvements or other modifications to the Property to the extent such improvements or modifications reduce CAM overall. These costs will be amortized over the useful life of the improvement or modification on a straight-line basis; however, in no event will the charge for such amortization included in CAM exceed the actual reduction in CAM achieved by the improvements and modifications.

(c) "Insurance" means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, ~~and reasonable rent loss.~~

(d) "Taxes" means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.

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- (e) "Structural" means all of Landlord's expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.
- (f) "Roof" means all roofing components including, but not limited to decking, flashing, membrane, and skylights.
- (3) **Method:** The additional rent under this Paragraph 4J will be computed under the following method (Check only one box): Note: "CAM" does not include taxes and insurance costs.
  - (a) **Base-year expenses:** Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year 2024 for:  taxes;  insurance;  CAM;  structural; and  \_\_\_\_\_.
  - (b) **Expense-stop:** Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed \$ \_\_\_\_\_ per square foot per year for:  taxes;  insurance;  CAM;  structural;  roof replacement; and  \_\_\_\_\_.
  - (c) **Net:** Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for:  taxes;  insurance;  CAM;  structural;  roof replacement; and  \_\_\_\_\_.
- (4) **Projected Monthly Expenses:** On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this lease) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.

**Notice:** The applicable projected expenses at the time the lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is 42000 rentable square feet (including any add on factor for common areas).

Projected Expenses	
\$ Monthly Rate	\$ Annual Rate
/ rsf / month	/ rsf / year

- (5) **Reconciliation:** Within 120 days after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this lease) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant's next rent payment(s). Tenant may audit or examine those items in Landlord's records that relate to Tenant's obligations under this Paragraph 4J. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this lease, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.

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5. SECURITY DEPOSIT:

- A. Upon execution of this lease, Tenant will pay \$ 20,000.00 to Landlord as a security deposit.
- B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.
- C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: ~~Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises. Tenant waives all rights to protest the appraised value of the leased premises and the Property, or appeal the same and all rights to receive notices of reappraisal set forth in sections 41.413 and 42.015 of the Texas Tax Code.~~

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Water	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(10) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider, except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. After-Hours HVAC Charges: "HVAC services" means heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

- (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

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- (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ \_\_\_\_\_ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.
- (3) Tenant will pay for the HVAC services under this lease.

**8. INSURANCE:**

- A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
  - (1) commercial general liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: *(check only (a) or (b) below)*
    - (a) \$1,000,000; or
    - (b) \$2,000,000.

If neither box is checked the minimum amount will be \$1,000,000.
  - (2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and
  - (3) business interruption insurance sufficient to pay 12 months of rent payments.
- B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.
- C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
  - (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
  - (2) exercise Landlord's remedies under Paragraph 20.
- ~~D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property, and (2) any commercial general liability insurance in an amount that Landlord determines reasonable and appropriate.~~
- ~~E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.~~

**9. USE AND HOURS:**

- A. Tenant may use the leased premises for the following purpose and no other: **OILFIELD SERVICES, STORAGE, OPERATIONS AND GENERAL BUSINESS USE**

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- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): 24/7/365

**10. LEGAL COMPLIANCE:**

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
  - (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
  - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
  - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
  - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
  - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
  - (6) ~~the permanent or temporary storage of any hazardous material~~, or
  - (7) \_\_\_\_\_
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

**11. SIGNS:**

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

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12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 30 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: ~~Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.~~

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles.  Landlord  Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.
- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable

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condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls and other structural components .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Roof replacement .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Roof repair .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Glass and windows .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Fire protection equipment .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(6) Fire sprinkler systems .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(7) Exterior and overhead doors, including closure devices, molding, locks, and hardware .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Grounds maintenance, including landscaping and irrigation systems .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) Interior doors, including closure devices, frames, molding, locks, and hardware .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) Parking areas and walks .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(11) Plumbing systems, drainage systems and sump pumps .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) Electrical systems, mechanical systems .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(13) Ballast and lamp replacement .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(14) Heating, Ventilation and Air Conditioning (HVAC) systems .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(15) HVAC system replacement .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(16) Signs and lighting: .....			
(a) Pylon .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Fascia .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Monument .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Door/Suite .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Directional .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Other: <b>TENANT SPECIFIC SIGNAGE</b> .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(17) Extermination and pest control, excluding wood-destroying insects.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(18) Fences and Gates .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(19) Storage yards and storage buildings .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(20) Wood-destroying insect treatment and repairs .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(21) Cranes and related systems .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(22) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(23) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(24) All other items and systems. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(14), Tenant  is  is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.

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- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, or allocate areas for short term or reserved parking for specific tenants, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

**16. ALTERATIONS:**

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

**17. LIENS:** Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

**18. LIABILITY:** To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;

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B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, terrorism, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. **INDEMNITY:** Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. **DEFAULT:**

A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.

B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 20 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.

C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:

- (1) any lost rent;
- (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
- (3) repairs to the leased premises for use beyond normal wear and tear;
- (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
- (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
- (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
- (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
- (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
- (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. **ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:**

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. **HOLDOVER:** If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for

(TXR-2101) 07-08-22

Initialed for Identification by Landlord:

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SS

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B

and Tenant

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840 Cemetery Rd.

Commercial Lease concerning: Nordheim, TX 78141

any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

**23. LANDLORD'S LIEN AND SECURITY INTEREST:** To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

**24. ASSIGNMENT AND SUBLETTING:** Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

**25. RELOCATION:**

A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses incurred by Tenant payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary, business cards, and marketing materials containing Tenant's address. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.

B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

**26. SUBORDINATION:**

A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:  
(1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;  
(2) all advances made under any such lien, encumbrance, or ground lease;  
(3) the interest payable on any such lien or encumbrance;  
(4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;  
(5) any restrictive covenant affecting the leased premises or the Property; and  
(6) the rights of any owners' association affecting the leased premises or Property.

B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

**27. ESTOPPEL CERTIFICATES AND FINANCIAL INFORMATION:**

A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

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840 Cemetery Rd.

Commercial Lease concerning: Nordheim, TX 78141

- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

**28. CASUALTY LOSS:**

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

**29. CONDEMNATION:** If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

**30. ATTORNEY'S FEES:** Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

**31. REPRESENTATIONS:**

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign this lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: \_\_\_\_\_

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BLK Initial  
JS and Tenant DS  
B      Page 14 of 18

840 Cemetery Rd.

Commercial Lease concerning: Nordheim, TX 78141

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

**32. BROKERS:**

A. The brokers to this lease are:

<b>Principal Broker:</b> _____	<b>Cooperating Broker:</b> _____
<u>N/A</u>	<u>N/A</u>
Agent: _____	Agent: _____
Address: _____	Address: _____
Phone & Fax: _____	Phone & Fax: _____
E-mail: _____	E-mail: _____
License No.: _____	License No.: _____

Principal Broker: *(Check only one box)*

- represents Landlord only.
- represents Tenant only.
- is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

B. Fees:

- (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
  - (a) a separate written commission agreement between Principal Broker and:
    - Landlord  Tenant.
  - (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).
- (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
  - (a) a separate written commission agreement between Cooperating Broker and:
    - Principal Broker  Landlord  Tenant.
  - (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

**33. ADDENDA:** Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

**34. NOTICES:** All notices under this lease must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to:

Landlord at: **BOBBY L KORICANEK & , JACKIE RAY SIMPSON, JR.**  
 Address: **P.O. BOX 865, YORKTOWN, TX 78164**  
 Attention: **BOBBY L KORICANEK &**  
 Fax: \_\_\_\_\_

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Initial Initial DS  
 [BLK], [JS], and Tenant [B]

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840 Cemetery Rd.

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and a copy to: West & West, Greer & Estorga

Address: 2929 MOSSROCK, SUITE 204, SAN ANTONIO, TX 78230

Attention: DEAN GREER (dean@dwgreerlaw.com)

Fax: (210)340-2577

Landlord also consents to receive notices by e-mail at: bobk@nitrooil.com jray@nitrooil.com

Tenant at the leased premises,

and to: KLX ENERGY SERVICES LLC,

Address: 3040 Post Oak Blvd., Floor 15, Houston, TX 77056

Attention: GENERAL COUNSEL

Fax: \_\_\_\_\_

and a copy to: \_\_\_\_\_

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

Tenant also consents to receive notices by e-mail at: MAXB@KLX.COM

**35. SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this lease. (If special provisions are contained in an addendum, identify the applicable addendum on the cover page of this lease.)

**6. TAXES:** Tenant will pay all real property ad valorem taxes assessed against the leased premises. Tenant has all rights to protest the appraised value of the leased premises and the Property, or appeal the same and all rights to receive notices of reappraisal set forth in sections 41.413 and 42.015 of the Texas Tax Code. Tenant shall also pay as additional rent (in addition to the monthly minimum rental) to the Landlord and the Landlord shall remit to the appropriate governmental authorities any sales, use, or other tax, excluding Federal or State income taxes, now or hereafter imposed upon rents and other amounts due to the Landlord under this Lease, notwithstanding the fact that any statute, ordinance, enactment, or regulation may impose any of those types of taxes on the Landlord. Landlord shall provide Lessee with all tax appraisals on the premises within fifteen (15) days of its receipt.

**TENANT'S BUSINESS TAXES, LICENSES AND PERMITS.** Tenant shall, at its expense, procure and keep in full force and effect, any and all governmental licenses and permits required for the conduct of Tenant's business on the Premises, and shall at all times, comply with the requirements Continued... See Addendum Special Provisions 1

**36. AGREEMENT OF PARTIES:**

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

(TXR-2101) 07-08-22

Initialed for Identification by Landlord:

<sup>Initial</sup>  
Blk

<sup>Initial</sup>  
JS

<sup>DS</sup>  
B

and Tenant

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840 Cemetery Rd.

Commercial Lease concerning: Nordheim, TX 78141

- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If the performance of any party to this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, war, epidemic, pandemic, quarantine, or by other cause, without fault and beyond the control of the party obligated (financial inability excepted), performance of such act will be abated for the period of the delay; provided, however, nothing in this paragraph excuses Tenant from the prompt payment of rent or other charge, nor will Tenant's inability to obtain governmental approval for its intended use of the leased premises excuse any of Tenant's obligations hereunder.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.
- J. Counterparts: If this lease is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

37. **EFFECTIVE DATE**: The effective date of this lease is the date the last party executes this lease and initials any changes.

38. **LICENSE HOLDER DISCLOSURE**: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale or rental agreement. Disclose if applicable: \_\_\_\_\_

(TXR-2101) 07-08-22

Initialed for Identification by Landlord

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and Tenant

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840 Cemetery Rd.

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**Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.**

**BOBBY L KORICANEK & JACKIE RAY**

Landlord: SIMPSON, JR.

Tenant: KLX ENERGY SERVICES LLC

By: \_\_\_\_\_ Signed by: \_\_\_\_\_

By (signature): Bobby L. Koricanek  
Printed Name: Bobby L. Koricanek  
Title: President Date: 11/4/2024

By: \_\_\_\_\_ DocuSigned by: \_\_\_\_\_

By (signature): Max Bouthillette  
Printed Name: Max Bouthillette  
Title: Vice President & General Counsel Date: 11/4/2024

By: \_\_\_\_\_ Signed by: \_\_\_\_\_

By (signature): Jackie Ray Simpson Jr.  
Printed Name: Jackie Ray Simpson Jr.  
Title: VP Date: 11/4/2024

By: \_\_\_\_\_

By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ADDENDUM**

PROPERTY: **840 Cemetery Rd., Nordheim, TX 78141**

**1) Special Provisions**

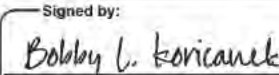
**of each such license and/or permit.**

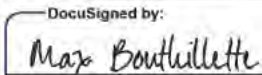
**Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, as well as upon its leasehold interest, trade fixtures, furnishings, equipment, leasehold improvements made by Lessee, alterations, changes and additions made by Tenant, merchandise and personal property of any kind owned, installed or used by Tenant in, on or upon the Premises.**

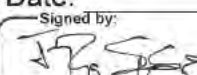
**Tenant agrees that it is solely responsible and shall pay as it becomes due all personal property taxes on the contents and inventory during the term of this lease.**

**8. INSURANCE D. Tenant will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any commercial general liability insurance in an amount that Tenant determines reasonable and appropriate. Any Insurance carried by Tenant or Landlord against loss or damage to the building and other property situated on the premises shall be carried for the benefit of Landlord to the extent of loss or damage to the building or improvements. In addition, Tenant shall maintain public liability insurance protecting Tenant and Landlord with regard to use and maintenance of the Property with limits of not less than \$2,000,000 public liability and \$1,000,000 property damage. A binder evidencing such coverage shall be furnished to Landlord. A copy of a certificate of insurance evidencing such coverage shall be furnished to Landlord prior to the expiration of the binder. Landlord and Landlord's mortgagee shall be listed as named insured with Tenant in such policy.**

**13. MOVE-IN CONDITION / CONDITION OF PREMISES: Tenant stipulates that they have examined the leased Premises and the Equipment as well as all buildings and improvements located on the leased Premises, and they are all, at the date of this lease, in good order and repair and in a safe and clean condition. Tenant accepts the Premises and Equipment in the "As Is" condition, with no warranties of any kind written or implied. Tenant shall pay for the filing fee to obtain a certificate of occupancy. Tenant acknowledges and understands that, except as otherwise provided in this Lease, the Premises are being leased "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AND TENANT Continued... See Next Page**

Date: 11/4/2024  
Signed by:  
  
Signature

Date: 11/4/2024  
DocuSigned by:  
  
Signature

Date: 11/4/2024  
Signed by:  
  
Signature

Date: \_\_\_\_\_  
Signature

**Addendum**

**ADDENDUM**

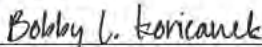
PROPERTY: **840 Cemetery Rd., Nordheim, TX 78141**

**ACCEPTS THE LEASED PREMISES WITH ANY OR ALL SUCH DEFECTS OR FAULTS, IF ANY. Tenant acknowledged and represents that it has insured the Premises before entering into this Lease and, except as expressly noted otherwise herein, accepts the Premises in its present ("AS-IS") condition. Landlord and/or any agent have made no express or implied warranties, and expressly disclaim any; specifically including but not limited to the condition, fitness, habitability, suitability, merchantability, or permitted use of the Premises, Tenant further acknowledges and represents that it has satisfied itself that the Premises may be used as Tenant intends by independently investigating all matters related to the use of the Premises. Tenant is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use, or intended use, of the Premises and that the Tenant is knowledgeable and sophisticated in these types of transactions (commercial real estate) and that Tenant and Landlord are on equal footing in negotiating this Lease. By occupying the Premises, Tenant shall be deemed to have accepted the same in its "AS IS" condition.**

**Tenant shall comply at its sole cost and expense (subject to the below provision) with all laws, ordinances, and regulations applicable to the leased Premises. Tenant shall also comply at its expense with all laws and, ordinances, and regulations relating to the American Disabilities Act (ADA).**

**NOTWITHSTANDING THE ABOVE, LANDLORD SHALL BE RESPONSIBLE FOR ANY AND ALL COSTS OF IMPROVEMENTS, REPAIRS OR MODIFICATIONS ABOVE \$20,000.00 THAT ARE REQUIRED BY ANY GOVERNEMENT AUTHORITY, ORDINANCE, OR REGULATION (INCLUDING ADA) IN ORDER FOR THE PREMISES TO COMPLY OR IS DEEMED NECESSARY FOR THE TENANT TO OCCUPY OR USE THE PREMISES FOR ITS INTENDED USE.**

Date: 11/4/2024

Signed by:   
Signature

Date: 11/4/2024

Signed by:   
Signature

Date: 11/4/2024

DocuSigned by:   
Signature

Date: \_\_\_\_\_

Signature

**Addendum**

**LEGAL DESCRIPTION  
10.25 ACRE TRACT**

**THE STATE OF TEXAS}  
THE COUNTY OF DeWITT}**

**BEING** a *10.25 acre* tract of land situated in the Robert Galletly League & Labor, Abstract 195, DeWitt County, Texas, and being a portion of that certain called 129.49 acre tract of land, described in a Special Warranty Deed dated August 11, 2011 from Amanda Koricanek to Bobby Lee Koricanek, recorded in Volume 370, Page 189, of the Official Records of DeWitt County, Texas, said *10.25 acre* tract of land being described by metes and bounds as follows:

**BEGINNING** at an existing 5/8 inch steel rod at the east corner of said called 129.49 acre tract, and the herein described tract, and the south corner of a called 18.2 acre tract of land described to Clifford W. Braune and wife, Dorothy F. Braune, recorded in Volume 218, Page 147 of the Deed Records of said County, and in the northwest right-of-way line of Cemetery Road;

**THENCE**, with the northwest right-of-way line of said Cemetery Road, and a southeast line of said called 129.49 acre tract, *South 41°00'17" West*, (Basis of Bearings), for a distance of *977.02 feet* to 5/8 inch steel rod set with yellow plastic cap stamped "Urban Surveying Inc", at the south corner of the herein described tract, from which an existing 5/8 inch steel rod at an angle point in the southeast line of said called 129.49 acre tract bears, *South 41°00'17" West*, for a distance of *838.83 feet* for reference;

**THENCE**, departing the northwest right-of-way line of said Cemetery Road, and into said called 129.49 acre tract, *North 50°45'43" West*, for a distance of *455.85 feet* to a 5/8 inch steel rod set with yellow plastic cap at the west corner of the herein described tract;

**THENCE**, continuing into said called 129.49 acre tract, *North 41°15'45" East*, for a distance of *992.19 feet* to a 5/8 inch steel rod set with yellow plastic cap, in a northeast line of said called 129.49 acre tract, and in the southwest line of the aforementioned 18.2 acre tract, and at the north corner of the herein described tract, from which an existing fence post at an angle point in the northeast line of said called 129.49 acre tract bears, *North 48°51'14" West*, for a distance of *400.95 feet* for reference;

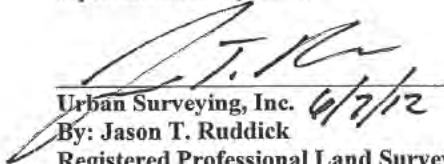
**THENCE**, with the northeast line of said called 129.49 acre tract, and the southwest line of said called 18.2 acre tract, *South 48°51'14" East*, for a distance of *451.17 feet* to **THE POINT OF BEGINNING CONTAINING**, within these metes and bounds *10.25 acres* of land more or less.

Reference is made to that Plat accompanying this Legal Description.

Bearings based on bearings of record in Volume 370, Page 189 of the Official Records of DeWitt County, Texas.

This survey was completed without the benefit of an abstract of title. There may be easements, or other matters, not described.

The above Legal Description was prepared from an actual survey made on the ground under my supervision in May 2012.

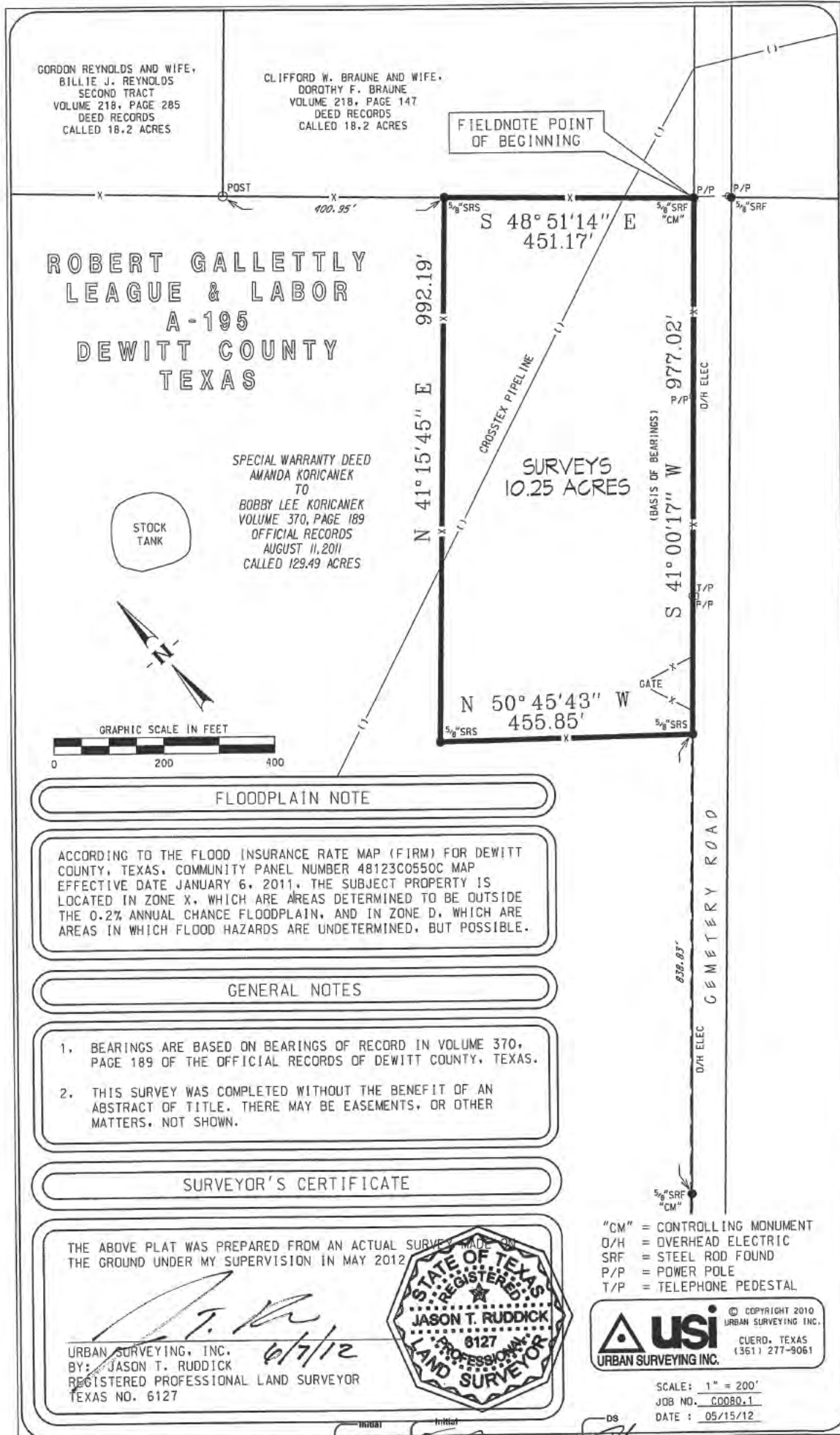
  
Urban Surveying, Inc. 4/7/12  
By: Jason T. Ruddick  
Registered Professional Land Surveyor  
Texas No. 6127  
C0080-1-10.25 acres



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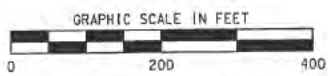


GORDON REYNOLDS AND WIFE,  
BILLIE J. REYNOLDS  
SECOND TRACT  
VOLUME 218, PAGE 285  
DEED RECORDS  
CALLED 18.2 ACRES

CLIFFORD W. BRAUNE AND WIFE,  
DOROTHY F. BRAUNE  
VOLUME 218, PAGE 147  
DEED RECORDS  
CALLED 18.2 ACRES

ROBERT GALLETTLY  
LEAGUE & LABOR  
A-195  
DEWITT COUNTY  
TEXAS

SPECIAL WARRANTY DEED  
AMANDA KORICANEK  
TO  
BOBBY LEE KORICANEK  
VOLUME 370, PAGE 189  
OFFICIAL RECORDS  
AUGUST 11, 2011  
CALLED 129.49 ACRES



FLOODPLAIN NOTE

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR DEWITT COUNTY, TEXAS, COMMUNITY PANEL NUMBER 48123C0550C MAP EFFECTIVE DATE JANUARY 6, 2011, THE SUBJECT PROPERTY IS LOCATED IN ZONE X, WHICH ARE AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND IN ZONE D, WHICH ARE AREAS IN WHICH FLOOD HAZARDS ARE UNDETERMINED, BUT POSSIBLE.

GENERAL NOTES

1. BEARINGS ARE BASED ON BEARINGS OF RECORD IN VOLUME 370, PAGE 189 OF THE OFFICIAL RECORDS OF DEWITT COUNTY, TEXAS.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS, OR OTHER MATTERS, NOT SHOWN.

SURVEYOR'S CERTIFICATE

THE ABOVE PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION IN MAY 2012

*J. T. Ruddick*  
6/7/12

URBAN SURVEYING, INC.  
BY: JASON T. RUDDICK  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS NO. 6127

"CM" = CONTROLLING MONUMENT  
O/H = OVERHEAD ELECTRIC  
SRF = STEEL ROD FOUND  
P/P = POWER POLE  
T/P = TELEPHONE PEDESTAL

© COPYRIGHT 2010  
URBAN SURVEYING INC.  
CUERO, TEXAS  
(361) 277-9061

SCALE: 1" = 200'  
JOB NO. 00080.1  
DATE: 05/15/12

Initials: *BJE* *SS* *B*



## COMMERCIAL LEASE ADDENDUM FOR OPTION TO EXTEND TERM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2022

### ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT **840 Cemetery Rd., Nordheim, TX 78141**

- A. At Tenant's option, Tenant may extend the term of above-referenced lease for   TWO   additional term(s) of   12   months each. The first additional term commences upon the expiration of the term stated in the lease and any subsequent additional term commences upon the expiration of the then applicable extended term.
- B. Tenant may exercise Tenant's option(s) to extend under Paragraph A only by providing written notice to Landlord at least   60   days before the end of the then current term of the lease.
- C. Tenant may not exercise Tenant's option(s) to extend under Paragraph A if the lease is terminated before Tenant exercises its option to extend or Tenant is in breach of the lease at the time Tenant exercises its option to extend.
- D. During the additional term(s), all provisions of the lease will continue as in effect immediately before the extension(s) commences except the base monthly rent during the additional term(s) will be:  
*(Check (1), (2) or (3) only.)*

X (1)	Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
	From	To	\$ Monthly Rate	\$ Annual Rate	
	11/01/2027	10/31/2028	20,000.00 /rsf/month	240,000.00 /rsf/year	20,000.00
	11/01/2028	10/31/2029	20,000.00 /rsf/month	240,000.00 /rsf/year	20,000.00
			/rsf/month	/rsf/year	
			/rsf/month	/rsf/year	
			/rsf/month	/rsf/year	
			/rsf/month	/rsf/year	

- (2) adjusted to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items", issued by the Bureau of Labor Statistics of the U.S. Department of Labor. The adjustment will be determined by multiplying the base monthly rent for the last month of the lease by the following fraction: (i) the numerator will be the published index number for January in the year the additional term commences; and (ii) the denominator will be the published index number for January in the year in which the original lease term commences.
  - (3) the prevailing rental rate on the 45th day before the additional term commences for premises of comparable size, quality, condition, improvements, utility, location, and length of term for tenant's of similar credit standing as Tenant.
- E. If Paragraph D(3) applies and the parties do not agree on the amount of the prevailing rental rate for the additional term before the 30th day before the additional term commences, each party will employ a state-certified appraiser and deliver the appraiser's written opinion of the prevailing rental rate to the other

(TXR-2104) 07-08-22      Initialed for Identification by Landlord: BLK and Tenant: B      Page 1 of 2  
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840 Cemetery Rd.  
Nordheim, TX 78141

Addendum for Option to Extend Term concerning

party not later than the 15th day before the additional term commences. If the appraisers' opinions do not vary by more than 10%, the prevailing rental rate will be the average of the two opinions. If the appraisers' opinions vary by more than 10%, the appraisers will jointly select a third appraiser whose fees will be shared equally by the parties. If a third appraiser is engaged, the prevailing rental rate will be the average of the two opinions that are closest in amount. If either party fails to employ or timely deliver an appraiser's opinion as required by this paragraph, the opinion rendered by the appraiser employed by the other party will determine the prevailing rental rate.

F. Special Provisions:

**Landlord:** BOBBY L KORICANEK & JACKIE RAY  
SIMPSON JR.

**Tenant:** KLX ENERGY SERVICES LLC

By: \_\_\_\_\_  
By (signature): *Bobby L. Koricanek*  
Printed Name: Bobby L. Koricanek  
Title: President

By: \_\_\_\_\_  
By (signature): *Max Bouthillette*  
Printed Name: Max Bouthillette  
Title: Vice President & General Counsel

By: \_\_\_\_\_  
By (signature): *[Signature]*  
Printed Name: Jackie Ray Simpson Jr.  
Title: VP

By: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT I**

### **(Description of Tract 7 Lease)**

Tract 7 is leased through June 30, 2028 pursuant to an informal arrangement. There is no executed written lease currently in effect for Tract 7.

**EXHIBIT J**

**ACCESS EASEMENT AGREEMENT**

**Date:** February 22<sup>nd</sup>, 2005

**Grantor:** SUZETTE HOLLOMAN, a single person

**Grantor's Mailing Address:** 1711 East Southfork St.  
Odessa, Ector County, Texas 79766

**Grantee:** CLIFFORD JOE HENSLEY and wife, MARLA M. HENSLEY

**Grantee's Mailing Address:** P.O. Box 14137  
Odessa, Ector County, Texas 79768

**Dominant Estate Property:** Being a 46.17 acre tract out of Section 3, Block 42, T-3-S, T & P Ry Co Survey, Ector County, Texas, as described on Exhibit "A" attached hereto for all purposes.

**Easement Property:** A 40' x 793.43' tract, being also the East 40 Feet (E/40') of Lot 8, Block 1, SOUTHFORK SUBDIVISION, a subdivision of Ector County, Texas according to plat thereof in Cabinet A, Page 128B & C, Plat Records, Ector County, Texas; and as set forth on Exhibit "B" attached hereto for all purposes.

**Easement Purpose:** For providing free and uninterrupted pedestrian and vehicular ingress and egress to and from the Dominant Estate Property, and portions thereof, to and from, Southfork St., by the owners and invitees only of the Dominant Estate Property.

**Consideration:**

**Reservations from and Exceptions to Conveyance and Warranty:**

Easements, rights of way and prescriptive rights, whether of record or not; all presently recorded and valid instruments, other than encumbrances and conveyances, that affect the Easement Property. *CSA*


Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee an easement over, upon and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, and portions thereof, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warranty and forever defend all and singular the easement to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty. The following terms and conditions shall apply to the easement:

1. Character of Easement. The easement granted is appurtenant to, and shall run with, the Dominant Estate Property, and portions thereof, whether or not such easement is referenced in any conveyance of the Dominant Estate Property, and/or any portion thereof.

2. Duration of Easement. The easement shall be perpetual.

3. Exclusiveness of Easement. The easement is exclusive; provided, however, Grantor reserves for Grantor and Grantor's heirs, successors and assigns the right to pass over, across & along said easement, subject to this grant.

4. Secondary Easement. In addition, the holder of the easement shall have the right to use so much of the surface of the property adjacent to the Easement Property as may be reasonably necessary to install and maintain a road reasonably suited for the Easement Purpose. However, such holder shall promptly restore any such adjacent property to its previous physical condition if changed by the utilization of the rights granted by this secondary easement.

5. Maintenance. Improvement and maintenance of the Easement Property shall be at the sole expense of the holder of the easement. Such holder has the right to eliminate any encroachments into the Easement Property. The Easement Property shall be maintained in a neat and clean condition. The holder of the easement shall, in addition, have the right to construct a road together with any and all culverts, bridges, drainage ditches, sewer facilities and other similar utilities relating thereto over or under all or any portion of the Easement Property, all matters concerning or relating to said road and related facilities, their configuration and the construction thereof to be at the sole discretion of the holder of the easement. In connection with any such road and related facilities and/or the construction thereof, (a) the holder of the easement shall have the right to remove and/or relocate any fences located within the Easement Property or along or near the boundary lines thereof as may be reasonably necessary in order to construct said road and related facilities or in for said road to continue onto other lands or easements owned by the holder of the easement and adjacent tot he Easement Property, and (b) upon the written request by the holder of the easement the owners of the fee of the Easement Property shall execute or join in the execution of, easements for sewer, drainage and/or utility facilities over or under the Easement Property. 

6. Rights Reserved. Grantor reserves for Grantor and Grantor's heirs, successors and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes which do not interfere with or interrupt the use or enjoyment of the easement.

7. Attorney's Fees. Any party to this Agreement who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Agreement or the subject matter hereof, shall be additionally entitled to recover court costs and reasonable attorney fees, and all other litigation expenses, including deposition costs, travel and expert witness fees from the non-prevailing party.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns where permitted by this Agreement.

9. Choice of Law. This Agreement shall be subject to and governed by the Laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state. Each party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in the county or counties in which the Easement Property is situated.

10. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

11. Effect of Waiver or Consent. No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.

12. Further Assurances. In connection with this Agreement as well as all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.

13. Indemnity. Each party hereby agrees to protect, indemnify and hold harmless the other party from and against any and all losses, costs, (including without limitation, the costs of litigation and attorney's fees), claims, causes of action, damages and liabilities that are attributable to the breach by the indemnifying party of any of the provisions of this Agreement.

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

15. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, to the extent such invalidity or unenforceability does not destroy the basis of the bargain among the parties, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa. The Article and Section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Article or Section. This Agreement shall not be construed more or less favorably between the parties by reason of authorship or origin of language.

16. **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, registered or certified mail, and addressed to the intended recipient at the address shown herein, and if not so shown, then at the last known address according to the records of the party delivering the notice. Notice given in any other manner shall be effective only if and when received by the addressee. Any address for notice may be changed by written notice delivered as provided herein.

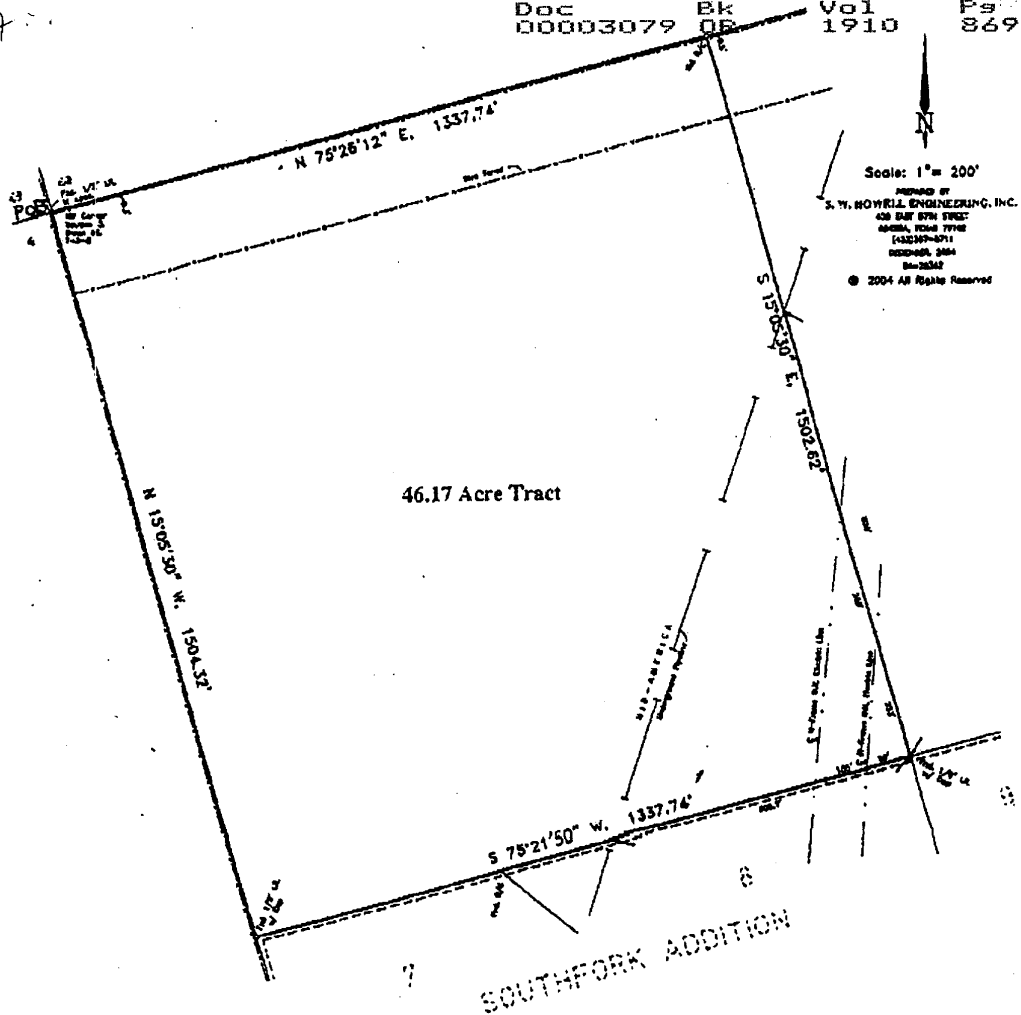
17. **Recitals.** Any recitals in this Agreement are represented by the parties hereto to be accurate, and constitute a part of the substantive agreement.

18. **Time.** Time is of the essence. Unless otherwise specified, all references to "days" shall mean and refer to calendar days. Business days shall exclude all Saturdays, Sundays, and Texas legal banking holidays. In the event the date for performance of any obligation hereunder shall fall on a Saturday, Sunday or Texas legal banking holiday, then that obligation shall be performable on the next following regular business day.

19. **Indemnity by Easement Holder.** The holder of the easement shall indemnify and hold harmless Grantor and Grantor's heirs, executors, administrators, successors and assigns and any lender which holds a lien covering any property other than the Dominant Estate Property, affected by the easement from and against all liability, damages, suits, actions, costs and expenses of whatsoever nature (including reasonable attorney's fees) to persons or property caused by or arising out of any operation, construction, maintenance and/or alteration of the Easement Property, or the failure of the easement holder to comply at all times with all applicable laws, rules, regulations and safety standards in connection with the operation, construction, maintenance and/or alteration of the Easement Property.

20. **Equitable Rights of Enforcement.** In the event of any interference or threatened interference with the easement, such may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting such interference and commanding compliance hereof, which restraining orders and injunctions shall be obtainable upon proof of the existence of such interference or threatened interference, and without the necessity of proof of inadequacy of legal remedies or irreparable harm, and shall be obtainable only by the parties hereto or those benefitted hereby; provided, however, nothing herein shall be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity. *CJA*





Scale: 1" = 200'

PREPARED BY  
S. W. HOWELL ENGINEERING, INC.  
430 EAST 57th STREET  
MINNEAPOLIS, MINN. 55412  
(612)337-8711  
DECEMBER, 2004  
SW-25582  
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THE PLAT HEREON OF A 46.17 ACRE TRACT (DESCRIBED BY METES AND BOUNDS BELOW) OUT OF SECTION 3, BLOCK 42, T-3-S, T & P RY. CO. SURVEY, ECTOR COUNTY, TEXAS, WAS PREPARED FROM MEASUREMENT MADE ON THE GROUND, DECEMBER 14, 2004, AND ALL VISIBLE PROTRUSIONS OR INTRUSIONS ARE SHOWN.

FIELD NOTES OF A 46.17 ACRE TRACT OF LAND OUT OF SECTION 3, BLOCK 42, T-3-S, T & P RY. CO. SURVEY, ECTOR COUNTY, TEXAS.

BEGINNING at a 1/2" Iron rod in concrete found for the northwest corner of Section 3, Block 42, T-3-S, T & P Ry. Co. Survey, Ector County, Texas and the northwest corner of this tract;

THENCE N76°26'12"E, along the north boundary line of said Section 3, 1337.74 feet to a 1/2" Iron rod and cap set for the northeast corner of this tract;

THENCE S15°05'30"E, 1502.62 feet to a 1/2" Iron rod and cap found for the northeast corner of Lot 8, Block 1, Southfork Subdivision, a subdivision of Ector County, Texas, plat of which subdivision is recorded in Cabinet A, Page 128 B & C, Plat Records of Ector County, Texas, and the southeast corner of this tract;

THENCE S75°21'50"W, along the north boundary line of said Southfork Subdivision, 1337.74 feet to a 1/2" Iron rod and cap found for the northwest corner of said Southfork Subdivision and the southwest corner of this tract;

THENCE N15°05'30"W, along the west boundary line of said Section 3, 1504.32 feet to the piece of beginning and containing 46.17 acres of land.



Doc            Bk            Vol            Ps  
00003079    OR            1910           871

Filed for Record in:  
Ector County  
On: Feb 28, 2005 at 11:14A

As a:  
Recording  
Document Number: 00003079  
Amount            26.00  
Receipt Number - 11705  
By:    Lori Ann Coulson

STATE OF TEXAS  
COUNTY OF ECTOR

I hereby certify that this instrument was  
filed on the date and time stamped hereon by me  
and was duly recorded in the volume and page  
of the named records of:

Ector County  
as stamped hereon by me.  
Feb 28, 2005

ANY PROVISION WHICH RESTRICTS THE SALE,  
RENTAL OR USE OF THE DESCRIBED  
REAL PROPERTY BECAUSE OF COLOR OR RACE  
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Linda Haney, County Clerk  
Ector County

