

REAL ESTATE SALE CONTRACT

[Stalking Horse Bidder]

This REAL ESTATE SALE CONTRACT (this "**Contract**") is made and entered into as of _____, 2020, by and between [_____] a Delaware limited liability company ("**Seller**"), and [_____] a [_____] [limited liability company/corporation/limited partnership], or assigns ("**Buyer**").

Reference is hereby made to that certain Motion of Debtors for (I) Order Approving (A) Bid Procedures, Including Procedures for Designation and/or Selection of Stalking Horse Purchaser, (B) Procedures for Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and Related Notices, (C) Notice of Auction, Stalking Horse Hearing and Sale Hearing, and (D) Related Relief, and (II) Order (A) Approving the Sale of Real Estate and Related Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests Pursuant to Bankruptcy Code Sections 105, 363(b), (f), and (m), (B) Approving Assumption, Assignment and Sale of Certain Executory Contracts and Unexpired Leases Pursuant to Bankruptcy Code Sections 363 and 365 and Related Cure Amounts, and (C) Granting Related Relief filed by the Seller (the "**Bid Procedures Motion**") [D.E. 98] filed on February 4, 2020 in the United States Bankruptcy Court for the Western District of Texas, Austin Division (the "**Bankruptcy Court**"). The Bid Procedures Motion also sought to establish (i) an auction (the "**Auction**"), (ii) a hearing (the "**Stalking Horse Hearing**") to approve Seller's selection of any stalking horse purchaser ("**Stalking Horse Purchaser**") and provision of bid protections thereto, if any], and (iii) a final hearing (the "**Sale Hearing**") to approve the sale of the real property described on Exhibit A attached hereto (the "**Property**").

[Upon execution of this Contract by both Seller and Buyer, evidenced by their signatures hereto, and subject to the Bankruptcy Court's (i) entry of an order approving the Bid Procedures Motion (the "**Bid Procedures Order**"), and (ii) approving this Contract establishing Buyer as the Stalking Horse Purchaser (whether or not Buyer is the actual eventual purchaser of the Property, or is entitled, instead, to the "Break Up Fee" (as defined below), a valid and binding contract shall exist.] The terms and conditions of the Contract shall be as follows:

1. TERM; CONTRACT APPROVAL; BID PROTECTIONS:

(a) The "**Effective Date**" of this Contract shall be [the date following the Stalking Horse Hearing that an order is entered by the Bankruptcy Court approving this Contract (the "**Stalking Horse Approval Date**") (which approval shall entail designating Buyer as the Stalking Horse Purchaser as contemplated by the Bid Procedures Order)] [the date this Contract is fully executed by all parties]. [The parties hereto understand, acknowledge and agree that if this Contract is submitted to the Bankruptcy Court for approval, and the Bankruptcy Court approves this Contract and designation of Buyer as the Stalking Horse Purchaser, that the parties shall abide by the "Bid Protections" (as defined below)]. Notwithstanding the foregoing, this Contract shall be effective as against Buyer upon its full execution.

(b) [As used herein, "**Bid Protections**" means that if Buyer is designated as the Stalking Horse Purchaser and thereafter, as a result of the Auction process whereby other potential buyers are permitted to bid to purchase the Property, a person other than Buyer is selected to purchase the Property (such person, the "**Successful Bidder**"), then Buyer shall receive a fee (the "**Break Up Fee**") equal to the sum of (i) an amount equal to _____% of the Purchase Price, plus (ii) the amount of actual, out-of-pocket expenses incurred by Buyer in the negotiation of this Contract, up to a maximum amount of _____ Dollars (\$ _____) for reimbursement of actual expenses

incurred in connection with Buyer's purchase of the Property, which Break Up Fee shall be payable from the sale proceeds at the closing of the sale to the Successful Bidder.]

2. **PROPERTY:** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real estate, together with all appurtenances thereto and any improvements thereon located at _____, as more particularly described on Exhibit A attached hereto (the "**Property**"). Seller agrees to convey all of its right title and interest to Buyer free and clear of liens, claims and encumbrances pursuant to 11 U.S.C. § 363(f) of the United States Bankruptcy Code (the "**Code**") except for (i) ad valorem taxes accruing for 2020 and thereafter, which shall be subject to proration at Closing, and (ii) obligations contained in any easements, covenants, conditions restrictions or other agreements affecting the Property which are of record in the Official Public Records of Travis County, Texas.

3. **TITLE:** The title to the Property shall be free and clear of liens, claims, interests and encumbrances pursuant to 11 U.S.C. § 363(f) of the Code, subject only to the "**Permitted Exceptions**" (as defined below), zoning ordinances and laws.

4. **PURCHASE PRICE:** The total purchase price for the Property shall be _____ DOLLARS (\$_____) (the "**Purchase Price**"), payable by Buyer to Seller as follows: within three (3) Business Days after the Effective Date, _____ DOLLARS (\$_____) (the "**Earnest Money**") shall be deposited in a non-interest bearing insured trust or escrow account with _____ ("**Escrow Agent**"). The balance of the Purchase Price, in full, shall be paid to Seller, through Escrow, at Closing in immediately available funds.

5. **CLOSING DATE:** The closing of this Contract ("**Closing**") shall take place remotely no later than ten (10) calendar days following the Auction.

6. **PRORATIONS:** Taxes and other impositions and expenses from the Property shall be prorated between Seller and Buyer as of the date of Closing. Seller shall pay, in full, all tax liens, including, without limitation, all rollback taxes and special assessments against the Property from sales proceeds on the date of Closing, whether or not any such lien or special assessment is payable in installments. The general ad valorem taxes becoming due and accruing during the calendar year of Closing shall be prorated between Seller and Buyer on the basis of such calendar year, as of the date of Closing. If the amount of the general ad valorem tax cannot be ascertained as of the date of Closing, proration shall be computed on the amount for the preceding year's general ad valorem tax and adjusted upon the request of either party following the receipt of the actual bills. Unless otherwise agreed to by the parties, Buyer shall receive a credit at Closing in the amount of Seller's share of such ad valorem taxes and Buyer shall be responsible for paying such taxes prior to delinquency. Rents due on any leases on the Property shall be prorated between Seller and Buyer, to the extent such lease is assumed by the Buyer, as of the date of Closing. The obligations imposed by this Paragraph shall survive Closing.

7. **SURVEY:** If a survey is available and in the possession of Seller, same shall be provided to Buyer within five (5) days of the Effective Date hereof. Prior to the Closing Date, Buyer may cause a new or updated topographic and boundary survey to be prepared (the "**Survey**"). Buyer shall be solely responsible for the cost of the new Survey. Buyer shall notify Seller at least 24 hours' prior to any entry onto the property by Buyer or any agent, employee or contractor of Buyer. Buyer may not perform any intrusive testing of the Property. Buyer shall indemnify Seller against all losses, damages, expenses, and claims that may arise by reason of any entry by Buyer or any agent, employee or contractor of Buyer into and upon and testing of the Property pursuant to this Section and shall repair any damage to the Property caused by such entry.

8. TITLE INSURANCE: Within five (5) days after the [Stalking Horse Approval Date] [execution of this Contract by all parties], Buyer may cause a title company to issue a title commitment for the issuance of a T-1 title insurance policy for the Property (the "**Title Commitment**") to Buyer at Buyer's sole expense. Within five (5) days after the issuance of the Title Commitment to Buyer, Buyer shall notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment (such notice being referred to as "**Buyer's Title Notice**"). Any matters to which Buyer does not object to in the Buyer's Title Notice shall be deemed to be permitted exceptions to the status of Seller's title (the "**Permitted Exceptions**"). The Permitted Exceptions shall further include all items reflected on the Title Commitment which Seller does not elect to cure pursuant to the terms hereof, unless Buyer shall have terminated this Contract in accordance with the terms of this Section 8. With regard to items to which Buyer does object to in the Buyer's Title Notice, Seller shall have five (5) days to notify Buyer of which objectionable items Seller intends to cure. However, no objections shall be made to the existence of monetary liens against the Property that will attach to the proceeds of sale as a result of the order of the Bankruptcy Court authorizing the sale free and clear of liens under 11 U.S.C. § 363(f) or to the status of Seller as a Debtor in Possession ("**Lien Objections**"). Buyer reserves the right to make further objections, except for Lien Objections, to any additional title matters reflected on any subsequently issued Title Commitment between the effective date of the initial Title Commitment and the date of Closing, within two (2) Business days after receiving any such updated Title Commitment. Seller shall have two (2) Business days after receipt of such objections from Buyer to commit to cure such subsequent objections. If Seller chooses, in its sole and absolute discretion, not to cure any objections described in this Paragraph, Buyer's sole remedy shall be to either (i) waive the objection(s) and close the sale, or (ii) terminate this Contract by written notice to Seller, whereupon the Earnest Money shall be returned to Buyer and this Contract shall be of no further force and effect (except those provisions that expressly survive termination). Seller shall be obligated to obtain a court order authorizing Seller to sell the Property free and clear of all mortgages, deeds of trusts and similar monetary liens against the Property pursuant to 11 U.S.C. § 363(f). If Seller otherwise agrees to cure/remove any other exceptions, then it shall be a condition to Closing for Buyer's benefit that Seller actually cause such exceptions to be cured or removed. Buyer may obtain a title insurance policy at Closing at its own cost and expense.

9. COST OF TRANSACTION: Except as may be provided to the contrary elsewhere herein: (a) Buyer shall pay the fees, expenses and disbursements incurred by Buyer and its agents, representatives, accountants and counsel thereof in connection with the subject matter hereof and any amendments hereto, together with (i) the costs of the Survey and any environmental site assessments, (ii) the premium for any title insurance policy and endorsements thereto, (iii) the costs of recording the Deed (as hereinafter defined), and (iv) all sales, use, documentary, recording, stamp, transfer or similar taxes arising from the sale of the Property; and (b) Seller shall pay the fees, expenses and disbursements incurred by Seller and its agents, representatives, accountants and counsel thereof in connection with the subject matter hereof and any amendments hereto.

10. [INSPECTIONS/AS IS, WHERE IS]. Buyer has previously inspected the Property and, by executing this Contract, affirms that it has approved all aspects of the Property. This Contract is an arms-length Contract between the Parties. THE PURCHASE PRICE WAS BARGAINED FOR ON THE BASIS OF AN "AS-IS, WHERE-IS, WITH ALL FAULTS" TRANSACTION AND REFLECTS THE CONTRACT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE IN THIS CONTRACT AND THE CLOSING DOCUMENTS. AT CLOSING, BUYER WILL ACCEPT THE PROPERTY IN ITS THEN CURRENT CONDITION AT CLOSING. BUYER IS NOT RELYING ON ANY REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS. BUYER IS NOT RELYING ON ANY INFORMATION REGARDING THE PROPERTY PROVIDED BY ANY PERSON, OTHER THAN BUYER'S OWN INSPECTION AND THE REPRESENTATIONS

AND WARRANTIES CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT BUYER ACCEPTS THE CONDITION OF THE PROPERTY "WITHOUT ANY IMPLIED REPRESENTATION, WARRANTY OR GUARANTEE AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE AS TO THE CONDITION, SIZE OR VALUE OF THE PROPERTY, EXCEPT ONLY AS MAY BE OTHERWISE EXPRESSLY PROVIDED IN THIS CONTRACT, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL SUCH IMPLIED REPRESENTATIONS, WARRANTIES OR GUARANTEES, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY BEING SOLD, (B) THE SUITABILITY OF THE PROPERTY FOR ANY ACTIVITIES THAT BUYER MAY CONDUCT THEREON, (C) THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL ENTITY, (D) COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR THE PROPERTY OF HAZARDOUS MATERIALS, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, EXCEPT AS SET FORTH IN THIS CONTRACT.]

[INSPECTIONS: Buyer stipulates and agrees that as of the date of Closing it will have fully inspected the Property and conducted all due diligence that it requires in order to close. Buyer understands that Seller MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WITH RESPECT TO ANY IMPROVEMENTS CONSTRUCTED OR MATERIALS THAT REMAIN ON THE PROPERTY AND SELLER WILL ACCEPT THE PROPERTY, INCLUDING ALL SUCH IMPROVEMENTS, IF ANY, "AS IS" and "WITHOUT ANY WARRANTY AS TO MARKETABILITY, OR FITNESS FOR A PARTICULAR USE," or any other warranty or representation. It is understood that Buyer will be relying solely on its independent inspections and evaluations of the Property in determining the Property's fitness for Buyer's intended use.

Beginning on the Effective Date of this Contract and continuing until the Bid Deadline ("**Inspection Period**"), Buyer and its agents, at Buyer's sole cost and expense, shall have the right to enter the Property to inspect the Property and perform and/or obtain any tests, surveys, studies and assessments, including, but not limited to, a Phase I and Phase II Environmental Site Assessment involving soil and ground water borings and/or excavations as determined necessary by Buyer. Seller agrees to reasonably cooperate with Buyer, at no cost or expense to Seller, regarding Buyer's inspection of the Property. If the Closing fails to occur, Buyer agrees to repair any damage to the Property arising from these inspections and to indemnify, defend and hold Seller, and its partners, limited partners, officers and agents harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorneys' fees, court costs and other legal expenses, resulting from these inspections, provided, in no event shall the Buyer have any liability to Seller for any diminution in the value of the Property resulting from any defect, environmental conditions or property conditions discovered by the Buyer in its examinations described in this Paragraph. Buyer's obligations imposed by this Paragraph shall survive termination of this Contract for a period of one (1) year. Buyer assumes all risks and releases and indemnifies Seller from any and all liability with respect to claims of any person or entity involved in Buyer's inspection of the Property prior to Closing. At any time prior to the expiration of the Inspection Period, Buyer shall have the right to terminate this Contract for any reason, in which event the Earnest Money shall be refunded to Buyer within 5 business days and the parties shall have no further obligations hereunder except those that expressly survive termination of this Agreement. Buyer shall have no right to terminate this Contract once the Auction commences. [If Buyer terminates this Contract, it shall not be entitled to the Break Up Fee.]

[AS IS, WHERE IS. THIS CONTRACT IS AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE IN THIS CONTRACT AND THE CLOSING DOCUMENTS. AT CLOSING, BUYER WILL ACCEPT THE PROPERTY IN ITS THEN CURRENT CONDITION AT CLOSING. BUYER IS NOT RELYING ON ANY REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS. BUYER IS NOT RELYING ON ANY INFORMATION REGARDING THE PROPERTY PROVIDED BY ANY PERSON, OTHER THAN BUYER'S OWN INSPECTION AND THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS.]

11. REPRESENTATIONS: Buyer acknowledges that neither Seller nor any party on Seller's behalf has made, nor do they hereby make, any representations as to the past, present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the Property except as expressly set forth in this Contract.

12. REAL ESTATE BROKER: Seller and Buyer agree that Buyer and Seller shall each be solely responsible for the payment of any broker commissions due to any third party by or through Buyer or Seller, respectively, upon Closing of this transaction (e.g., Seller is responsible for paying any broker commissions due to any broker used by Seller, and Buyer is responsible for paying any broker commissions due to any broker used by Buyer). Any party to this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this paragraph, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including, without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such a claim. The provisions of this paragraph shall survive Closing or termination of this Contract.

13. DELIVERY OF DEED AND OTHER DOCUMENTS; PAYMENT; DISBURSEMENT OF PROCEEDS: At or before Closing, Seller agrees to properly execute and deliver to Escrow Agent, in trust, the following: (i) the special warranty deed conveying Seller's fee simple title to the Property to Buyer subject only to the Permitted Exceptions (the "Deed"), (ii) a standard owner's or lien waiver affidavit (including the provisions stating that there are no parties in possession of the Property under unrecorded leases) sufficient for Buyer to obtain title insurance for the Property free from all but the Permitted Exceptions, and (iii) all other documents reasonably necessary and customary to complete Closing. At or before Closing, Buyer shall deliver or cause to be delivered to Seller (a) the balance of the Purchase Price, subject to such credits as are specified herein, (b) an affidavit in form provided by Seller (and that is reasonably acceptable to Buyer) and executed by Buyer certifying that it is not a "blocked person" under regulations of the Office of Foreign Asset Control (the "OFAC") of the Department of Treasury (including those named on OFAC's Special Designated and Blocked Persons list) or under any statute, executive order (including Executive Order 13224), the USA Patriot Act or any other governmental action, and (c) all other documents reasonably necessary and customary to complete Closing. Buyer shall not be obligated to assume any third-party contracts or agreements. It shall also be a condition to Closing for Buyer's benefit that the Bankruptcy Court approval expressly provides that Buyer is deemed a good faith purchaser for value and grants Buyer all of the protections of 11 U.S.C. § 363(m) of the Code.

14. INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION: Risk of loss to the Property shall be upon Seller until Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is

threatened against the Property or any part thereof, or a material casualty affects the Property, Seller shall promptly provide written notice to Buyer of any such event. Upon notice of such occurrence, Buyer may, by written notice to Seller within five (5) days after receiving Seller's notice, terminate this Contract. Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall at Closing assign and transfer to Buyer all of Seller's right, title and interest in and to any awards or insurance proceeds that may be made for any taking or casualty. The provisions of this Paragraph shall survive Closing.

15. FOREIGN INVESTMENT: Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.

16. DEFAULT AND REMEDIES: Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract (a "**Default**" or "**Defaults**"). Following Default by either Seller or Buyer under this Contract, the other party shall have the following remedies:

(a) If Seller Defaults, Buyer may either (i) cancel and terminate this Contract, and receive a full refund of the Earnest Money, or (ii) seek to enforce the order approving sale through the Bankruptcy Court.

(b) If Buyer Defaults, Seller may terminate this Contract by written notice to Buyer and retain the Earnest Money as liquidated damages as Seller's sole remedy. The parties hereby acknowledge that it would be extremely difficult to ascertain the extent of actual damages caused by Buyer's Default and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine.

(c) If, as a result of an alleged Default under this Contract, either Seller or Buyer employs an attorney to enforce its rights, the non-prevailing party in the dispute shall, unless prohibited by law, reimburse the prevailing party for all reasonable attorney's fees, court costs and other legal expenses incurred by the prevailing party in connection with the Default.

17. DISPOSITION OF EARNEST MONEY AND OTHER FUNDS AND DOCUMENTS: The Earnest Money shall be non-refundable upon deposit and shall be paid to Seller in the event of any termination of this Contract except as expressly set forth in Section 16(a) hereof. Upon delivery of the Deed at Closing, the Earnest Money shall be credited against the Purchase Price.

18. NOTICES: All notices required under this Contract shall be deemed to be properly served if reduced to writing and sent by (i) certified or registered mail; (ii) Federal Express or similar overnight courier; (iii) facsimile transmission; or (iv) personal delivery and the date of such notice will be deemed to have been the date on which such notice is delivered or attempted to be delivered as shown by the certified mail return receipt or a commercial delivery service record, or in the case of facsimile on the date of receipt of the transmission as shown on a successful transmission confirmation receipt; provided, however, if the date for the performance of any action or obligation, or any time period specified hereunder occurs on a day other than a Business Day, then such date or time period shall be extended until the next Business Day. All notices shall be addressed as follows, unless otherwise specified in writing:

SELLER:

[_____]

BUYER:

[_____]

814 Lavaca Street
Austin, TX 78701
Fax: _____
Email: _____

Fax:
Email:

With a Copy to:

With Copies to:

Waller Lansden Dortch & Davis, LLP
c/o Morris Weiss
100 Congress Ave., Suite 1800
Austin, Texas 78701
Fax: (512) 685-6417
Email: Morris.Weiss@Wallerlaw.com

19. TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT. Buyer and Seller hereby agree to perform each and every obligation hereunder in a prompt and timely manner; provided, however, if the date for the performance of any action or obligation, or any time period specified hereunder occurs on a day other than a Business Day, then the date or time period shall be extended until the next Business Day. As used herein "**Business Day**" shall mean any calendar day other than a Saturday, Sunday, or Texas or Federal legal holiday.

20. ADDITIONAL TERMS:

(a) Permits and Approvals. Seller shall reasonably cooperate with Buyer in verifying any existing governmental approvals and in seeking and making any inquiries related to the Property, as reasonably determined necessary by Buyer, provided such cooperation is at no cost or expense to Seller. Seller makes no representations or warranties about the existence of or effectiveness of any governmental approvals.

(b) Assignment. Buyer may assign this Contract to any entity formed by Buyer for the purpose of taking title to the Property, provided the assignee assumes, in writing, all obligations and liabilities of Buyer under the Contract. Unless agreed to by Seller, Buyer shall not be relieved of any liability hereunder upon such an assignment.

(c) Exclusive Possession. At Closing, Seller shall deliver the Property to Buyer free and clear of any and all leases, tenancies, or persons in possession.

(d) Miscellaneous. This Contract shall be governed by, and construed and interpreted under, the laws and judicial decisions of the State of Texas. This Contract and all covenants, terms, conditions, warranties, and undertakings contained herein, and all amendments, modifications and extensions hereof, as applicable, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but taken together shall constitute one instrument. Sole and exclusive jurisdiction over any disputes related to this Contract shall be in the United States Bankruptcy Court for the Western District of Texas, Austin Division.

21. ENTIRE AGREEMENT AND MANNER OF MODIFICATION: This Contract, and any attachments or addenda hereto, constitutes the complete agreement of the parties concerning the Property, and supersedes all other agreements and may be modified only by both parties initialing changes in this Contract or by written agreement. However, in the event of any dispute between this Contract and the

order approving the sale of the Property entered by the Bankruptcy Court (the “**Order**”) the terms of the Order shall prevail.

22. NO RULE OF STRICT CONSTRUCTION: Each party and its counsel has reviewed and jointly participated in the establishment of this Contract. No rule of strict construction or presumption that ambiguities will be construed against any drafter will apply, and no presumptions will be made or inferences drawn because of the final inclusion of a term not contained in a prior draft or the final deletion of a term contained in a prior draft.

[Signatures on Following Page]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Seller and Buyer execute this Contract on the date(s), and at the time(s), indicated below their respective signatures.

SELLER:

[_____], a Delaware limited liability company

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

BUYER:

[_____], a _____ [limited liability company/corporation/limited partnership]

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

EXHIBIT A

Property Description

See Attached.