

**ATTEN HILL**  
**AGREEMENT OF SALE AND PURCHASE: BASIC TERMS**

|  |  |
|--|--|
| <b>Seller:</b>                                 | GPIF SUMMIT ROCK LAND LLC,<br>a Delaware limited liability company<br>Attn: Jeff Dyer and Legal Department<br>3230 Camp Bowie Blvd, Suite 500<br>Fort Worth, Texas, 76107<br>Ph: 817.321.1509 Email: jdyer@crescent.com / legal@crescent.com                               |
| <b>Listing Broker:</b>                         | Brokerage: XL LEGACY INTERNATIONAL RESORT PROPERTIES, LLC<br>Brokerage License Number: 583935<br>Address: 2121 Lohmans Crossing Road, Suite 504-766 Lakeway, Texas 78734<br>Agent License Number: 468880 (Jill)<br>Phone: 972.679.5824 (Jill)<br>Email: jill@attenhill.com |
| <b>Purchaser 1:</b>                            | _____<br>_____<br>Ph: _____ Cell: _____ Email: _____   |
| <b>Purchaser 2:</b>                            | _____<br>_____<br>Ph: _____ Cell: _____ Email: _____   |
| <b>Cooperating Broker:<br/>(if applicable)</b> | Agent: _____<br>Address: _____<br>_____<br>Brokerage: _____<br>Brokerage License Number: _____<br>Agent License Number: _____<br>Ph: _____ Email: _____  |
| <b>Property:</b>                               | Lot ____, Block __ located in Llano County, Texas, as more particularly described on the subdivision plat for the Property (the "Plat").   |
| <b>Title Company:</b>                          | Prominent Title<br>1111 W 6 <sup>th</sup> St<br>Building A, Suite 210<br>Austin, TX 78703  |
| <b><u>PURCHASE PRICE:</u></b>                  | \$ _____   |
| <b>Earnest Money:</b>                          | \$ _____ due on the Effective Date of this Agreement ( <i>See Section 2.02</i> ) [10%]   |
| <b>Effective Date:</b>                         | _____ ( <i>To be filled in with date last party signs</i> )  |

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

**NOTICE**

This Agreement is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this Agreement. If you have a complaint concerning a construction defect arising from the performance of this Agreement and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the sixtieth (60th) day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

YOU HAVE THE OPTION TO CANCEL YOUR CONTRACT OR AGREEMENT BY NOTICE TO THE SELLER UNTIL MIDNIGHT OF THE SEVENTH (7TH) DAY FOLLOWING THE SIGNING OF THE CONTRACT OR AGREEMENT. IF YOU DID NOT RECEIVE A PROPERTY REPORT (THE "PROPERTY REPORT") PREPARED PURSUANT TO THE RULES AND REGULATIONS OF THE BUREAU OF CONSUMER FINANCIAL PROTECTION, IN ADVANCE OF YOUR SIGNING THE CONTRACT OR AGREEMENT, THE CONTRACT OR AGREEMENT OF SALE MAY BE CANCELLED AT YOUR OPTION FOR TWO YEARS FROM THE DATE OF SIGNING.

**PURCHASER:**

\_\_\_\_\_  
Purchaser 1's Signature  
Printed Name: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

\_\_\_\_\_  
Purchaser 2's Signature  
Printed Name: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

**SELLER:**

**GPIF SUMMIT ROCK LAND LLC,**  
a Delaware limited liability company

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

[Only Complete if a Cooperating Broker Represents Purchaser]

**REAL ESTATE CO-BROKER DISCLOSURE**

(i) Pursuant to (ii) below and the other terms hereof, Cooperating Broker shall earn a commission equal to 3% of the Purchase Price. Listing Broker is representing Seller, and Seller will pay Listing Broker in accordance with a separate commission agreement.

(ii) The real estate commissions identified in (i) above will only be earned if this sale is consummated in accordance with the terms and conditions of this Agreement and Cooperating Broker is licensed by the Texas Real Estate Commission and will be paid, if due, in the County. Seller authorizes the Title Company to pay the commission due to Cooperating Broker under this Agreement from Seller's proceeds at the Closing and such commission shall be shown on the Closing Statement signed by Seller at the Closing.

(iii) Listing Broker and Cooperating Broker are not parties to this Agreement. The joinder of neither Listing Broker nor Cooperating Broker is required to amend or terminate this Agreement. This Agreement will not be amended by Seller and Purchaser to reduce the commission percentage of Cooperating Broker identified in (i) above without the consent of Cooperating Broker. Cooperating Broker waives any and all rights Cooperating Broker may claim under this Agreement or otherwise to enforce any rights or obligations between Seller and Purchaser, including, but not limited to, any claim under this Agreement or otherwise to close the transaction contemplated by the Agreement or to pursue any specific remedy Seller may have hereunder.

COOPERATING BROKER:

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name:\_\_\_\_\_



## 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.

**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.

**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:
  - o that the owner will accept a price less than the written asking price;
  - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - o 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.

|  |                      |                |                |
|--|----------------------|----------------|----------------|
| _____<br>Licensed Broker /Broker Firm Name or<br>Primary Assumed Business Name | _____<br>License No. | _____<br>Email | _____<br>Phone |
| _____<br>Designated Broker of Firm   | _____<br>License No. | _____<br>Email | _____<br>Phone |
| _____<br>Licensed Supervisor of Sales Agent/<br>Associate                      | _____<br>License No. | _____<br>Email | _____<br>Phone |
| _____<br>Sales Agent/Associate's Name  | _____<br>License No. | _____<br>Email | _____<br>Phone |

\_\_\_\_\_  
Buyer/Tenant/Seller/Landlord Initials

\_\_\_\_\_  
Date

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)

IABS 1-0

**TITLE COMPANY**

Receipt of \$\_\_\_\_\_ constituting the Earnest Money is acknowledged. The Title Company is hereby designated as, and accepts the designation as, the "Reporting Person" pursuant to Section 6045 of the Internal Revenue Code and the regulations promulgated thereunder.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**TITLE COMPANY:**

**PROMINENT TITLE, LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**ATTEN HILL  
AGREEMENT OF SALE AND PURCHASE**

THIS AGREEMENT OF SALE AND PURCHASE (this "**Agreement**") is entered into between Seller and Purchaser, and is as follows:

**I.  
SALE AND PURCHASE**

**1.01. Purchase and Sale of Property.** Seller sells and agrees to convey to Purchaser, and Purchaser purchases from Seller, the Property for the Purchase Price and subject to the terms specified in this Agreement.

Purchaser acknowledges that the Property will be unimproved when it is conveyed to Purchaser at Closing. No residential improvements will be included within the Property. Residential improvements will be constructed within the Property subsequent to Closing by Purchaser, at Purchaser's sole cost and expense. Purchaser may not commence construction of any improvements within the Property without the advance written approval of the (i) Design Review Committee, as defined in and pursuant to the Master Declaration (defined below) and (ii) the ACC, as defined in and pursuant to the Declaration (defined below).

**1.02. Governance Documents.** The Property is located in the Atten Hill development located in Llano County, Texas (the "**Community**"), and is or will be made subject to community governance documents or restrictions, including without limitation, the following: (i) Summit Rock Communities Amended and Reinstated Master Declaration of Master Declarations, Conditions and Restrictions, recorded as Volume 1537, Pages 3934-4068, Official Public Records of Llano County, Texas, as may be amended and supplemented from time to time (collectively, the "**Master Declaration**"); (ii) Certificate of Formation for Summit Rock Communities Property Owners Association, Inc., a Texas nonprofit corporation (the "**Master Association**"), as may be amended and supplemented from time to time (collectively, the "**Master Association Certificate**"); (iii) those certain Bylaws of Skywater Property Owners Association, a Texas Non-Profit Corporation, as amended, attached to that certain Notice of Filing of Dedicatory Instruments for Summit Rock Communities Property Owners Association, Inc., recorded as Volume 1540, Pages 1872-1892, Official Public Records of Llano County, Texas (collectively, the "**Master Association Bylaws**"); (iv) Summit Rock Communities Property Owners Association, Inc. Payment Plan Policy, recorded as Volume 1540, Pages 1895-1896, Official Public Records of Llano County, Texas, as may be amended (collectively, the "**Master Association Payment Plan Policy**"); (v) Summit Rock Communities Property Owners Association, Inc. Records Production Policy, recorded as Volume 1540, Pages 1898-1901, Official Public Records of Llano County, Texas, as may be amended (collectively, the "**Master Association Records Production Policy**"); and (vi) Summit Rock Communities Property Owners Association, Inc. Records Retention Policy, recorded as Volume 1540, Page 1897, Official Public Records of Llano County, Texas, as may be amended (collectively, the "**Master Association Records Retention Policy**"); (vii) the Supplemental Declaration of Covenants, Conditions and Restrictions for Atten Hill (the "**Declaration**"); and (viii) the Community Manual for Atten Hill (the "**Community Manual**"). Collectively, (i) through (viii) are referred to in this Agreement as the "**Governance Documents.**" The Community is under the jurisdiction of Summit Rock Communities Property Owners Association, Inc. (the "**Master Association**") and the jurisdiction of Atten Hill Residential Association, Inc. (the "**Association**"). By executing this Agreement, Purchaser acknowledges that Seller has provided Purchaser a copy of the Governance Documents and that Purchaser has reviewed the Governance Documents and has determined that the

Governance Documents are acceptable to Purchaser in all respects. Purchaser further acknowledges that the Governance Documents may be modified from time to time and that Seller, the Master Association, the Association or the Design Review Committee may adopt additional policies, procedures, or supplements to the Governance Documents both before and after Closing. In the event Seller, the Master Association, the Association or the Design Review Committee amends or modifies the Governance Documents prior to Closing and provided the amendment or modification has a material and adverse effect on Purchaser's use of the Property for residential purposes, the amended or modified Governance Document will be provided to the Purchaser before Closing.

**1.03. Association Budget.** Any Association budget or estimate of Association assessments provided to the Purchaser are based on assumptions which may change prior to or after Closing. Purchaser acknowledges that any budget or estimate of assessments provided to the Purchaser does not constitute a representation or warranty on the part of Seller. The provisions of this *Section 1.03* shall survive the Closing.

**1.04. Completion of Facilities.** Purchaser acknowledges that on the Effective Date, and at Closing, ingress and egress to the Property may not be available and that water, sewer, electrical power, gas and telephone lines, recreational facilities, and other facilities and utilities may not be available at the boundary line of the Property. Seller agrees to have substantially completed the electric facilities, telephone facilities, water facilities, sewage disposal facilities, recreational facilities, and paved roads described in the Property Report (as the same may be amended from time to time by Seller), on or before the estimated completion date set forth in the Property Report (the "**Estimated Completion Date**"), provided, however, that for electric, telephone, water, and sewer service, as applicable, Purchaser shall be responsible for contacting the applicable utility provider to arrange the installation of any meter and/or other terminal equipment which may be required for the commencement of the applicable utility service. Purchaser agrees and acknowledges that the Estimated Completion Date may be subject to delays which are the result of events of Force Majeure. "**Force Majeure**" as used in this Agreement means events or occurrences outside the control of Seller resulting in a delay in the construction of the Community (including electric facilities, telephone facilities, water facilities, sewage disposal facilities, recreational facilities, and roads), including any event or action that is legally recognized as a defense to a contract action in the State of Texas, acts of God, fire or other casualty loss, strikes, boycotts, shortages or non-availability of materials or labor, acts of governmental or quasi-governmental agencies asserting jurisdiction over the Property, weather delays, natural disasters, permitting delays, subterranean conditions that delay construction, contractor failure to perform, delays caused by any unforeseen redesign requirement, delays caused by, or contributed to by, the spread of infectious diseases, viruses, illnesses or delays caused by any quarantine, emergency declaration, interruption or closures related to such conditions and any other events beyond Seller's control.

**1.05. Club Membership.** At Closing, Purchaser will receive a full golf membership in The Club at Horseshoe Bay Resort (the "**Club**") at the Summit membership tier which includes golf and clubhouse access to Summit Rock and other privileges offered from time to time to Summit tier members by The Club at Horseshoe Bay Resort (the "**Membership**"). Purchaser must apply for the Membership with the Club within ten (10) days after the Effective Date, which approval shall be in the sole discretion of the Club. Purchaser acknowledges and agrees that approval by the Club is not guaranteed. In the event Purchaser is approved for the Membership, Purchaser shall be required to pay dues and other expenses charged by the Club. In the event that Purchaser is not approved by the Club for Membership, Purchaser shall provide written substantiation of the denial from the Club to the Seller, and Purchaser may terminate this Agreement by written notice to the Seller on or before five (5) days after the Club has issued the denial. If Purchaser terminates this Agreement as provided by the previous sentence, the Earnest Money shall be returned to Purchaser, and neither Seller nor Purchaser will have any further rights or obligations under

this Agreement, except those obligations that expressly survive termination. If Purchaser fails to terminate this Agreement within such five (5) day period, Purchaser's right to terminate this Agreement shall be null and void, Purchaser shall be required to acquire the Property in accordance with the terms and provisions of this Agreement, and Membership in the Club will not be provided to the Purchaser at Closing.

**1.06. Declarant's Rights.** Seller hereby gives Purchaser notice that Seller has reserved certain rights as the "Declarant" under the Governance Documents. Purchaser is advised to review the Governance Documents carefully for a description of these rights.

**1.07. Purchaser's Right to Terminate this Agreement Within Seven Days of the Effective Date.** BY WRITTEN NOTICE TO SELLER RECEIVED BY SELLER ON OR BEFORE 5:00 P.M. CENTRAL STANDARD TIME ON THE SEVENTH DAY FOLLOWING THE EFFECTIVE DATE, PURCHASER SHALL HAVE THE RIGHT TO TERMINATE AND CANCEL THIS AGREEMENT. IF PURCHASER TIMELY EXERCISES ITS RIGHT TO TERMINATE THIS AGREEMENT PURSUANT TO THIS SECTION, THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE OR EFFECT. THE TITLE COMPANY SHALL PROMPTLY RETURN TO PURCHASER THE EARNEST MONEY DEPOSIT.

## II.

### CONSIDERATION; EARNEST MONEY

**2.01. Purchase Price.** The Purchase Price is payable in full in cash or other readily available funds at the Closing. Purchaser may obtain financing for a portion of the Purchase Price, the remainder to be paid by Purchaser in cash. Purchaser shall be responsible for obtaining any financing necessary for the purchase of the Property. Seller has no responsibility for obtaining any such financing for Purchaser and has not represented or warranted that any such financing is or will be available to Purchaser. Purchaser agrees to make timely application for any necessary financing and accept such financing as may be available at the then prevailing market interest rates, terms, and discounts. Purchaser's obligations under this Agreement are not contingent upon Purchaser obtaining financing.

**2.02. Earnest Money.** In order to secure Purchaser's performance under this Agreement, Purchaser has deposited the Earnest Money, if any, with the Title Company. The Earnest Money will be applied as a credit against the Purchase Price at Closing or otherwise disbursed to the party entitled thereto in accordance with this Agreement. The Title Company shall be authorized to invest the Earnest Money in an interest-bearing account; provided, however, that the Title Company shall invest the Earnest Money only in such manner as will allow the Title Company to disburse the Earnest Money upon not more than twenty-four (24) hours' notice. Purchaser agrees to look solely to the Title Company for payment of such interest and hereby releases Seller from any liability therefor, and Purchaser further agrees that this provision will survive the termination of this Agreement and the Closing. Purchaser will not be entitled to receive any interest accrued on the Earnest Money while deposited with the Title Company, but all interest accrued thereon will be considered Earnest Money. Purchaser understands that no investment of the Earnest Money shall take place until such time as Purchaser completes and returns the Title Company's W-9 forms to permit such investment. The Title Company will have no liability to Purchaser for unearned interest if Purchaser does not complete the W-9 forms and return them to the Title Company promptly. The Title Company is under no obligation to request the execution of the W-9 forms more than once. All Earnest Money deposited with the Title Company will be deposited into a federally insured and interest-bearing account. Failure by Purchaser to deposit the Earnest Money within the time and manner required by this Agreement shall give Seller the immediate right to send notice to Purchaser that this Agreement is terminated and null and void, and from and after Purchaser's receipt of such notice, neither Seller nor

Purchaser shall have any further rights or obligations under this Agreement, except pursuant to the provisions of this Agreement that expressly survive termination.

### III. TITLE; SURVEY

3.01. **Title Review.** Within fifteen (15) business days after the Effective Date, Seller shall cause the Title Company to deliver to Purchaser, at Seller's expense, a title insurance commitment (the "**Title Commitment**") for an owner's title insurance policy, by the terms of which the Title Company agrees to issue to Purchaser an owner's policy of title insurance for the Property (the "**Title Policy**"). Purchaser shall have five (5) days after receipt of the Title Commitment, time being of the essence, to notify Seller and the Title Company in writing of any objections to title matters other than the Permitted Exceptions or Purchaser shall be deemed to have approved such matters. If Purchaser timely notifies Seller of objections to title (the "**Title Objections**"), Seller may, but shall not be obligated to, attempt to satisfy the Title Objections within five (5) days from the date of receipt of Purchaser's written notice of Title Objections (the "**Cure Period**"). If, upon expiration of the Cure Period, Seller has not either cured a Title Objection, or agreed in writing to cure one or more Title Objections by Closing, Purchaser may either (i) waive the Title Objections and close as herein provided, or (ii) terminate this Agreement by written notice to Seller delivered within two (2) business days after expiration of the Cure Period. The term "**Permitted Exceptions**", as used herein, will include: (a) all exceptions that are set forth on the Commitment which are not timely objected to by Purchaser as herein provided; (b) any exceptions or conditions waived or deemed waived by Purchaser (c) the terms and provisions of the Governance Documents; and (d) any exceptions applicable to the Property which have no material adverse effect on the use of the Property for residential purposes.

3.02. **Survey.** Within fifteen (15) business days after the Effective Date, Seller shall, at Seller's cost, provide to Purchaser a survey of the Property. If Purchaser desires or requires any changes, modifications or recertifications to such survey, such changes, modifications or recertifications shall be at Purchaser's sole cost and expense and will in no event delay Closing.

### IV. CLOSING

4.01. **Closing Date.** The closing of the transaction contemplated by this Agreement is referred to herein as the "**Closing**", and the date on which the closing occurs is referred to as the "**Closing Date**". The actual date and time of Closing shall be determined by Seller and the Title Company, but in any event (unless otherwise extended in writing by the Seller) the Closing Date shall occur on or before the date that is thirty (30) days after the Effective Date.

4.02. **Seller's Closing Obligations.** At the Closing, Seller will, at Seller's sole cost and expense:

- (i) deliver to Purchaser a special warranty deed substantially in form and substance as set forth on Exhibit "A" attached hereto (the "**Deed**"), executed and acknowledged by Seller conveying to Purchaser good and indefeasible title in fee simple to the Property, all free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except for the Permitted Exceptions.
- (ii) cause to be delivered to Purchaser, promptly after the Closing in accordance with the usual practice of the Title Company, the Title Policy. The Title Policy shall be

issued by the Title Company in the amount of the Purchase Price and shall insure in Purchaser good and indefeasible title in fee simple to the Property, subject to the Permitted Exceptions. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE DEED DELIVERED TO PURCHASER AT THE CLOSING, PURCHASER HEREBY RELEASES AND WAIVES ANY AND EVERY CLAIM OR CAUSE OF ACTION AGAINST SELLER, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, DIRECTORS AND OFFICERS, RELATING TO OR ARISING OUT OF TITLE TO THE PROPERTY (INCLUDING ALL IMPLIED WARRANTIES), AND PURCHASER HEREBY AGREES TO PROCEED SOLELY AND EXCLUSIVELY AGAINST THE TITLE COMPANY IN THE EVENT OF ANY SUCH CLAIM. THIS WAIVER AND RELEASE SHALL SURVIVE THE CLOSING; and

- (iii) execute and deliver all other documents reasonably required by the Title Company to complete the Closing.

**4.03. Purchaser's Closing Obligations.** At the Closing, Purchaser will, at Purchaser's sole cost and expense:

- (i) pay the Purchase Price in accordance with the terms and provisions of this Agreement in cash, in funds immediately available in Llano County, Texas, by wire transfer to an account designated by the Title Company;
- (ii) deliver such evidence of Purchaser's authority to act hereunder as Seller and the Title Company may reasonably require for Closing; and
- (iii) execute and deliver all other documents reasonably required by the Title Company to complete the Closing.

**4.04. Closing Costs.** Seller will pay: (a) the fee for the recording of the Deed; (b) one-half of any escrow fee charged by the Title Company; and (c) the basic premium for the Title Policy. Purchaser will pay one-half of any escrow fee charged by the Title Company and a Closing document preparation fee payable to Seller equal to five-hundred and no/100 Dollars (\$500.00). In addition, if Purchaser desires to obtain any special endorsements to the Title Policy, all additional premiums, inspection fees, and other expenses of any kind or nature incurred in connection therewith will be paid in full by Purchaser. Each party will be responsible for the payment of its own attorney's fees, copying expenses, and other costs incurred in connection with this transaction. At the Closing, Purchaser shall also pay a working capital assessment to the Association as set forth in the Governing Documents.

**4.05. Adjustments at the Closing.** Ad valorem taxes and assessments for the Property for the calendar year in which the Closing occurs shall be prorated between Seller and Purchaser as of the Closing Date, with the amount due on and after the Closing Date attributable to Purchaser. If actual ad valorem taxes for the Property for the year in which the Closing occurs are not available at the Closing, proration of taxes shall be made on the basis reasonably determined by Seller, with a subsequent cash adjustment of such proration to be made between Seller and Purchaser, if necessary, when actual tax figures become available. This subsequent adjustment provision shall survive the Closing.

## V.

### AS-IS CONVEYANCE

**Purchaser hereby acknowledges and agrees that: (i) to the extent permitted by law, and (ii) except for the warranty of title to be contained in the Deed, the sale of the Property shall be "AS IS",**

"WHERE IS" without representation or warranty, express or implied and with all faults. Without limiting the foregoing, Seller has not made, does not make, and specifically disclaims any and all representations, warranties, promises, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning or with respect to the Property or any other improvements within the Property, including but not limited to all implied warranties of fitness for a particular purpose, merchantability and habitability, all warranties imposed by statute (to the extent they can be disclaimed) and all other implied or express warranties of any kind or character. Without limiting the generality of the foregoing, Seller hereby disclaims any and all express or implied warranties as to design, construction, view, sound and/or odor transmission, furnishing and equipping of the Property or any other improvements within the Community, and the existence of molds, mildew, spores, fungi and/or other toxins within the Property or Community. Seller has not given and Purchaser has not relied on or bargained for any such warranties. Purchaser further acknowledges that Purchaser has or will have the right to conduct its own independent examination of the Property and is relying on the on-site inspection and examination to satisfy itself as to the condition and status of the Property. Purchaser has not relied upon any representation of any person on behalf of or purported to be on behalf of Seller. As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental and consequential damages are specifically excluded and disclaimed (claims for such secondary, incidental and consequential damages being unavailable in the case of implied warranties which are disclaimed entirely above).

Purchaser acknowledges and agrees that Seller does not guarantee, warrant or otherwise assure, and expressly disclaims, any right to a view from the Property and/or natural light being available to the Property.

This *Article V* will survive the termination of this Agreement and the Closing.

## VI.

### REMEDIES; RELEASE OF EARNEST MONEY

**6.01. Seller Default.** In the event Seller fails or refuses to comply with Seller's obligations under this Agreement, then Purchaser must provide Seller with written notice of such default ("**Seller Default Notice**"). The Seller Default Notice must include a description of the default being alleged by Purchaser. Seller will have seven (7) days from receipt of the Seller Default Notice to cure any default specified therein. If Seller fails, refuses, or is unable to cure the specified default within such seven (7) day period, Purchaser may terminate this Agreement by written notice to Seller whereupon the Earnest Money will be immediately returned to Purchaser. Upon termination of this Agreement, neither Seller nor Purchaser will have any further rights or obligations hereunder with the exception of obligations under this Agreement that expressly survive termination. Purchaser's rights under this *Section 6.01* are Purchaser's sole and exclusive remedies in the event Seller fails or refuses to comply with Seller's obligations under this Agreement. If Purchaser elects to terminate this Agreement as Purchaser's sole and exclusive remedy under this Agreement, Seller and Purchaser agree that the damages incurred by Purchaser from a Seller default are difficult to ascertain and that the Earnest Money represents a fair and reasonable estimate of those damages. The receipt by Purchaser of the Earnest Money is not intended as a penalty. The liquidated damages specified in this *Section 6.01* shall be retained by Purchaser in lieu of all other damages, claims and remedies to which Purchaser may be entitled pursuant to this Agreement. This *Section 6.01* shall survive the termination of this Agreement.

**6.02. Purchaser's Default.** In the event Purchaser fails or refuses to comply with Purchaser's obligations under this Agreement, then Seller must provide Purchaser with written notice of such default

("Purchaser Default Notice"). The Purchaser Default Notice must include a description of the default being alleged by Seller. Purchaser will have seven (7) days from receipt of the Purchaser Default Notice to cure any default specified therein. If Purchaser fails, refuses, or is unable to cure the specified default within such seven (7) day period, Seller may: (i) terminate this Agreement by written notice to Purchaser whereupon the Earnest Money will be immediately paid to the Seller; or (ii) enforce specific performance of this Agreement against the Purchaser. Upon termination of this Agreement neither Seller nor Purchaser will have any further rights or obligations hereunder with the exception of obligations under this Agreement that expressly survive termination. Seller's rights under this *Section 6.02* are Seller's sole and exclusive remedies in the event Purchaser fails or refuses to comply with Purchaser's obligations under this Agreement. If Seller elects to terminate this Agreement as Seller's sole and exclusive remedy under this Agreement, Seller and Purchaser agree that the damages incurred by Seller from a Purchaser default are difficult to ascertain and that the Earnest Money represents a fair and reasonable estimate of those damages. The receipt by Seller of the Earnest Money is not intended as a penalty. The liquidated damages specified in this *Section 6.02* shall be retained by Seller in lieu of all other damages, claims and remedies to which Seller may be entitled pursuant to this Agreement. This *Section 6.02* shall survive the termination of this Agreement.

**6.03. Release of Earnest Money.** If either Purchaser or Seller becomes entitled to the Earnest Money as a result of a default under the terms and provisions of this Agreement, Purchaser, Seller or the Title Company may send a written release of the Earnest Money to the other parties, and each of the other parties shall execute a counterpart of the release and deliver the executed release of the Earnest Money to the Title Company. If either Purchaser or Seller fails to execute the release of the Earnest Money, then the other party may make a written demand to the Title Company for payment of the Earnest Money. If Purchaser or Seller individually makes such written demand for the Earnest Money, the Title Company shall promptly provide a copy of the demand to the non-demanding party. If the Title Company does not receive a written objection to the demand from the non-demanding party within ten (10) days, the Title Company may disburse the Earnest Money to the party making demand, and the Earnest Money will be reduced by the amount of unpaid expenses incurred on behalf of the party receiving the Earnest Money, and such unpaid expenses shall be paid to the party owed the unpaid expenses. If the Title Company complies with the provisions of this *Section 6.03*, Purchaser and Seller shall each release the Title Company from all claims related to the disbursement of the Earnest Money hereunder. This *Section 6.03* shall survive the termination of this Agreement.

## VII.

### DISCLOSURES AND ADDITIONAL AGREEMENTS

**7.01. Adjacent Thoroughfares.** The Property is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.

**7.02. Natural Light.** The natural light available to and views from the Property can change over time due to among other things, additional development and the removal or addition of landscaping. **NATURAL LIGHT AND VIEWS ARE NOT PROTECTED.**

**7.03. Schools.** No representations are being made regarding which schools may now or in the future serve the Property.

**7.04. Neighborhood Conditions.** Since in every community there are conditions that different people may find objectionable, it is acknowledged that there may be conditions outside of the

Property that the Purchaser may find objectionable, and it shall be the sole responsibility of the Purchaser to become acquainted with conditions that could affect the Property.

**7.05. Future Developments; No Representations.** Purchaser hereby acknowledges that as a result of the size of the Community, the time period over which the Community will be built-out, and the need to obtain various governmental permits, approvals and consents, Seller reserves the right, without obtaining the consent or approval of Purchaser, to alter, amend and modify the development plans for the Community. Purchaser hereby acknowledges and agrees that any development plans that may have been presented to Purchaser at any public hearing, at any public or private showings, or in any advertisements or promotional materials, or filed with any public entity, are for planning purposes only and are subject to change and modification. The location of all improvements shown on any development plans for the Community are for planning purposes only, and there is no assurance that any or all of the improvements will be constructed in the locations indicated on such plans (or at all).

FUTURE CHANGES TO THE DEVELOPMENT PLANS COULD ALTER THE LOCATION AND/OR NATURE OR APPEARANCE OF NEIGHBORING USES, AND FUTURE CIRCUMSTANCES COULD PREVENT THE CONSTRUCTION OR OPERATION OF ONE OR MORE PLANNED AMENITIES. NOTWITHSTANDING ANYTHING IN THE GOVERNING DOCUMENTS TO THE CONTRARY, NO REPRESENTATIONS HAVE BEEN MADE REGARDING SPECIFIC VIEWS, INVESTMENT OR APPRECIATION POTENTIAL OR AMENITIES NOT YET CONSTRUCTED OR UNDER CONSTRUCTION.

**7.06. Environment.** The Property is located in an area that contains both residential and commercial uses. Sound may be audible from such things as sirens, whistles, horns, the playing of music, people speaking loudly, trash being picked up, deliveries being made, equipment being operated, dogs barking, construction activity, operation, and maintenance of a golf course, building and grounds maintenance being performed, automobiles, trucks, ambulances, airplanes, and other generators of sound and vibrations.

**7.07. Location of Facilities.** Seller makes no representation as to the location of mailboxes, utility boxes, street lights, fire hydrants or storm drain inlets or basins.

**7.08. Construction.** Seller or other third-parties will be constructing portions of the Community and engaging in other construction activities related to the construction of residences and Community infrastructure. Such construction activities may, from time to time, produce certain conditions within the Community, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) noxious, toxic or corrosive fumes or gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) unusual fire or explosion hazards; (vii) temporary interruption of utilities; and/or (viii) other conditions that may threaten the security or safety of persons within the Property.

**7.09. Drainage.** Purchaser acknowledges that future construction, grading or excavation of the Property by Purchaser could disrupt drainage and/or water retention and cause flooding if not correctly engineered. Purchaser hereby releases Seller from, and agrees to indemnify Seller for, from and against any and all liability (including attorney's fees) arising from such a disruption by Purchaser or Purchaser's agents, employees or independent contractors.

7.10. **No Representation of Economic Benefits.** Neither Seller, nor any representative or affiliate of Seller, has offered the Property with emphasis on the tax or other economic benefits to be derived from the efforts of Seller or any third party from rental of the Property.

7.11. **Sales Prices.** Seller reserves the right, at any time and without notice, to increase or decrease the sales price of other lots or property within the Community and to adjust the terms and conditions of sale of lots or any other portion of the Community other than the Property. Purchaser acknowledges that the sales price and terms and conditions of the sale of the Property as set forth in this Agreement are not necessarily related to the sales price or terms and conditions of sale that have previously been offered or that may subsequently be offered to other purchasers of lots and any other portions of the Community. Seller has neither offered nor agreed to any price protection or other similar commitment to Purchaser regarding the value or resale value of the Property (or any other property), and Seller shall not have any obligation or liability whatsoever to Purchaser in the event any price changes directly or indirectly affect the value of the Property. Purchaser also acknowledges that Seller reserves the right, at any time and without notice, to change its marketing methods, including (i) selling lots or any other portions of the Community in bulk or (ii) selling lots or any other portions of the Community by auction or by lottery.

7.12. **RELEASE & INDEMNITY FOR CONSTRUCTION HAZARDS.** Purchaser acknowledges that potential safety and health hazards may be present during construction on the Property and agrees that Purchaser's entry on to the construction site is at Purchaser's own risk. PURCHASER RELEASES, INDEMNIFIES, AND HOLDS SELLER HARMLESS FROM ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION ARISING IN FAVOR OF PURCHASER OR ANY THIRD PARTY AFFILIATED WITH PURCHASER ON ACCOUNT OF BODILY INJURY, DEATH, OR DAMAGE TO PROPERTY IN ANY WAY OCCURRING OR INCIDENT TO THE CONSTRUCTION CONDITION OF THE PROPERTY. PURCHASER GRANTS THIS RELEASE AND INDEMNITY TO SELLER REGARDLESS OF WHETHER SELLER OR ITS AGENTS OR EMPLOYEES ARE PARTLY OR SOLELY NEGLIGENT.

7.13. **Modification of Facilities.** At any time, and from time to time, Seller, in its sole and absolute discretion, may modify the acreage, dimensions, intended layout and/or intended amenities, services, and facilities (including the utility facilities) of the Community or any portion thereof in accordance with applicable law.

7.14. **Building Area within the Property.** Purchaser acknowledges that the building area for construction of improvements on the Property may be limited by applicable law and the Governance Documents.

7.15. **No Recordation.** Purchaser may not file for recording or record this Agreement or any memorandum of this Agreement.

7.16. **Survival.** The terms and provisions of this *Article VII* shall survive termination of this Agreement and Closing.

## VIII.

### **OBLIGATION TO IMPROVE; SELLER'S RIGHT TO PURCHASE; SALES RESTRICTION PERIOD**

8.01. **Commencement Deadline.** Purchaser acknowledges it is Seller's policy to sell unimproved lots in the Community to persons who intend to commence construction of a residence and related improvements on the lot in accordance with plans and specifications approved in advance within twenty-four (24) months after the later to occur of (i) the date that Purchaser acquires the lot; or (ii) the date

that Purchaser receives notification from Seller that the City of Horseshoe Bay, Texas, has accepted the public improvements on Phase 1 of the Atten Hill subdivision (the “**Commencement Deadline**”). Purchaser covenants and agrees to commence construction of a residence and related improvements on the Property (the “**Improvements**”) in accordance with plans and specifications approved in advance prior to expiration of the Commencement Deadline. Commencement of construction shall be deemed to have occurred after completion of the footings/foundations for the residence. Additionally, Purchaser covenants and agrees to cause construction of the single-family residential dwelling on the Lot to be completed (including securing a certificate of occupancy) within eighteen (18) months after the date on which construction was commenced (“**Completion Deadline**”).

**8.02. Purchasers Obligation to Utilize Builder(s) Approved by Seller.** Purchaser also acknowledges and agrees that Purchaser is required to utilize an approved builder to construct all Improvements. A list of such builders will be provided by Seller to Purchaser at or prior to Closing. Upon written request to the Seller, Purchaser may request extensions of the deadlines set forth in this *Article VIII* and may request deviations from this *Article VIII*. Seller may, in its sole discretion, permit such extensions or deviations.

**8.03. Additional Consideration— Sales Restriction Period.** For the purpose of this *Section 8.03*, the “**Sales Restriction Period**” means a period commencing on the date that the Lot is conveyed to Purchaser and ending two (2) years thereafter. Unless otherwise approved in writing and in advance by Seller, which approval may be withheld in the sole discretion of Seller, Purchaser shall not advertise, market, list, transfer or sell the Lot or assign any of Purchaser’s right, title or interest in the Property during the Sales Restriction Period.

**8.04. Association Rights upon Failure to Improve or Complete.** Purchaser acknowledges that a failure to commence construction by the Commencement Deadline causes damage to the Community and, thus, Purchaser agrees for every month past the Commencement Deadline that Purchaser’s construction has not commenced, Purchaser shall pay to the Association the sum of \$10,000. Additionally, Purchaser acknowledges that a failure to complete construction by the Completion Deadline causes damage to the Community and, thus, Purchaser agrees for every month past the Completion Deadline that Purchaser’s construction has not been completed, Purchaser shall pay to the Association the sum of \$10,000; provided, however, that if Purchaser is diligently pursuing the completion of construction, the Association may, in its sole and absolute discretion, waive such fee for up to six (6) months following the Completion Deadline.

**8.05. Seller's Rights upon Failure to Improve.** Purchaser agrees that if Purchaser fails to commence construction by the Commencement Deadline, then at any time within ninety (90) days after expiration of the Commencement Deadline, Seller may notify Purchaser of its election to repurchase the Property (or to require Purchaser to convey the Property to a third-party whom Seller may designate) for total consideration equal to the lesser of: (i) ninety percent (90%) of the Purchase Price paid by Purchaser to Seller hereunder; or (ii) the fair market value of the Property as determined by an independent licensed real estate appraiser selected by Seller who is familiar with real estate values in Llano County, Texas, and the surrounding area. Such repurchase or conveyance shall proceed in accordance with *Section 8.06* below. Seller may include the right to repurchase the Property in the Deed delivered to the Purchaser at Closing.

**8.06. Repurchase or Conveyance.** If Seller elects to exercise its rights under *Section 8.05* above by giving written notice to Purchaser of such election within the required time period, then within thirty (30) days after Purchaser's receipt of written notice of Seller's election (the exact time, date and location to

be specified by Seller by at least ten (10) days' prior written notice to Purchaser), Purchaser shall convey the Property to Seller (or a third party whom Seller may designate) by special warranty deed, subject only to the Permitted Exceptions, and Seller shall pay the consideration specified in the applicable section above. Purchaser shall pay for all matters of title clearance, preparation and recording of the deed, and a reasonable charge for making any disbursements on behalf of Purchaser. Seller shall pay its attorneys' fees and any other costs incurred at the specific request of Seller. Real estate taxes and assessments by governmental entities or the Association shall be prorated as of 12:01 a.m. on the date of such conveyance.

**8.07. Release, Waiver and Termination.** If Seller fails to notify Purchaser of its election to exercise its right under *Section 8.06* above within the required time period and, in the case of a proposed transfer or sale of the Property, fails to waive its right to repurchase the Property within the required time period, such right shall be deemed waived and, upon request of Purchaser or any successor-in-title, Seller shall execute and deliver a written release of such right in recordable form. If not earlier exercised or deemed waived hereunder, Seller's rights under *Section 8.05* shall automatically terminate upon the earlier of: (i) commencement of construction of the Improvements on the Property; or (ii) five (5) years after the date of Closing, and upon request at any time thereafter Seller shall execute, upon the request of Purchaser or any successor-in-title, a release of such rights in recordable form.

**8.08. Survival.** The terms and provisions of this *Article VIII* shall survive termination of this Agreement and Closing.

## **IX.**

### **MISCELLANEOUS PROVISIONS AND STATUTORY DISCLOSURES**

**9.01. Notices.** All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall be deemed to be delivered when actually received or, if earlier and regardless of whether actually received, two (2) days following deposit in a regularly maintained receptacle for the United States mail, registered or certified, postage fully prepaid, addressed to the addressee. Notice may additionally be provided by electronic mail transmission and the electronic mail notice shall be deemed delivered when actually received. The proper addresses and electronic mail addresses for Seller and Purchaser are as provided in the Basic Terms of this Agreement. Each party to this Agreement shall have the right to change its address hereunder to any other location within the continental United States by the giving of thirty (30)-days' notice to the other party in the manner set forth herein. Notwithstanding the foregoing, notice in any manner shall be effective for notice of cancellation of this Agreement during the seven (7)-day right of cancellation afforded Purchaser under the Interstate Land Sales Full Disclosure Act.

**9.02. Governing Law.** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW) APPLICABLE TO A CONTRACT EXECUTED AND PERFORMABLE IN SUCH STATE. Venue for any action hereunder shall be in Llano County, Texas.

**9.03. Time is of the Essence.** With respect to all provisions of this Agreement, time is of the essence. Notwithstanding the foregoing, if the last day of any time period stated herein shall fall on a Saturday, Sunday or a bank holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or a bank holiday.

**9.04. Further Assurances and Corrections.** From time to time at the request of Seller,

Purchaser will promptly correct any defect, error or omission that may be discovered in the contents of this Agreement or in the execution or acknowledgement thereof.

**9.05. Assignment.** Purchaser shall not have the right to assign, transfer, pledge, mortgage or encumber this Agreement or its rights contained in this Agreement without Seller's prior written consent and any purported attempt to do so shall constitute a default by Purchaser under the terms and provisions of this Agreement. Seller shall have the right to assign its rights and obligations under this Agreement and, if the assignee assumes the obligations of Seller under this Agreement, Seller shall be automatically released and shall have no further obligations under this Agreement or any documents delivered pursuant to this Agreement. This provision shall survive the termination of this Agreement and the Closing.

**9.06. Entire Agreement.** THIS AGREEMENT (INCLUDING ALL EXHIBITS AND ADDENDA ATTACHED HERETO AND/OR EXECUTED BY THE PARTIES CONTEMPORANEOUSLY HEREWITH) EMBODIES AND CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREIN AND ALL PRIOR OR CONTEMPORANEOUS AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS AND STATEMENTS (ORAL OR WRITTEN) ARE MERGED INTO THIS AGREEMENT. NEITHER THIS AGREEMENT NOR ANY PROVISION HEREOF MAY BE WAIVED, MODIFIED, AMENDED, DISCHARGED OR TERMINATED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY THE PARTY AGAINST WHOM THE ENFORCEMENT OF SUCH WAIVER, MODIFICATION, AMENDMENT, DISCHARGE OR TERMINATION IS SOUGHT AND THEN ONLY TO THE EXTENT SET FORTH IN SUCH INSTRUMENT. NO BROKER, SALESMAN, EMPLOYEE OR AGENT OF SELLER HAS AUTHORITY TO MODIFY THE TERMS HEREIN NOR ANY AUTHORITY WHATSOEVER TO MAKE ANY REFERENCE, REPRESENTATION OR AGREEMENT NOT CONTAINED IN THIS AGREEMENT AND NO REFERENCE, REPRESENTATION OR AGREEMENT NOT CONTAINED HEREIN SHALL BE BINDING UPON SELLER OR IN ANY WAY AFFECT THE VALIDITY OF THIS AGREEMENT OR FORM ANY PART HEREOF. PURCHASER ACKNOWLEDGES THAT NO REPRESENTATIONS HAVE BEEN MADE BY SELLER, ANY BROKER, ITS AGENTS OR EMPLOYEES OR IN ANY MARKETING OR OTHER MATERIALS IN ORDER TO INDUCE PURCHASER TO ENTER INTO THIS AGREEMENT, OTHER THAN AS EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER ACKNOWLEDGES THAT NEITHER SELLER, ANY BROKER, NOR ITS AGENTS OR EMPLOYEES HAVE (I) MADE ANY REPRESENTATION OR STATEMENT TO PURCHASER OF THE INVESTMENT POTENTIAL OR RESALE AT ANY FUTURE DATE, AT A PROFIT OR OTHERWISE, OF THE PROPERTY; (II) RENDERED ANY ADVICE OR EXPRESSED ANY OPINIONS TO PURCHASER REGARDING ANY TAX CONSEQUENCES OF OWNERSHIP OF THE PROPERTY; OR (III) MADE ANY STATEMENT OR REPRESENTATION NOT SET FORTH IN THIS AGREEMENT, INCLUDING ANY STATEMENT OR REPRESENTATION AS TO THE VIEWS FROM THE PROPERTY NOT BEING IMPACTED IN THE FUTURE. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS READ AND UNDERSTANDS EACH AND EVERY PART OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 9.06 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND THE CLOSING.

**9.07. Counterpart Execution.** This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. An electronic signature of Purchaser or Seller shall be the same as an original signature for all purposes hereunder.

**9.08. Headings; Construction.** The headings that have been used throughout this Agreement

have been inserted for convenience or reference only and do not constitute matters to be construed in interpreting this Agreement. The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" when used in this Agreement shall refer to this entire Agreement and not to any particular provision or section. The word "including" shall be deemed to be followed by the words "but not limited to".

**9.09. Invalid Provisions.** If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.

**9.10. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, personal representatives, successors and permitted assigns. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person other than the parties hereto and their respective heirs, personal representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

**9.11. Further Acts.** In addition to the acts recited in this Agreement to be performed by Seller and Purchaser, Seller and Purchaser agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

**9.12. Exhibits.** All Exhibits attached hereto are made a part hereof for all purposes the same as if set forth herein verbatim, it being expressly understood that if any Exhibit attached hereto which is to be executed and delivered at the Closing contains blanks, the same shall be completed in accordance with the terms and provisions contained herein and as contemplated herein prior to or at the time of execution and delivery thereof.

**9.13. Attorney's Fees.** If it shall be necessary for either Purchaser or Seller to employ an attorney to enforce its rights pursuant to this Agreement, each party shall be responsible their own attorney's fees and costs. The provisions of this *Section 9.13* shall survive the termination of this Agreement and the Closing.

**9.14. Control of Purchaser. [THIS SECTION IS NOT APPLICABLE TO ANY PURCHASER WHO IS AN INDIVIDUAL (i.e., a natural person)].**

As of the date hereof, \_\_\_\_\_ (the "**Beneficial Owner**") is in Majority Control (as defined below) of Purchaser. Purchaser shall not permit any transfer of a direct or indirect interest in Purchaser to any person if such transfer would result in the Beneficial Owner no longer having Majority Control of Purchaser without first obtaining the prior written approval of Seller. Any attempted transfer of a direct or indirect interest in Purchaser that would result in the Beneficial Owner no longer having Majority Control of Purchaser without first obtaining the prior written approval of Seller shall constitute a default by Purchaser under this Agreement. The provisions of this *Section 9.14* shall survive Closing.

For purposes of this Agreement, the following terms shall have the following meanings:

"Control" or any derivation thereof, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by Agreement, or otherwise.

"Majority Control" means with respect to a particular corporation, partnership, limited liability company or other entity, the possession and ownership by the Beneficial Owner of: (i) Control; and (ii) more than fifty percent (50%) of the voting and equity interests in such entity.

**9.15. Special Provisions Regarding National Security.** Purchaser hereby represents and warrants to Seller that neither Purchaser, nor any of its beneficial owners or affiliated entities is a "Prohibited Person" (as hereinafter defined) with whom a "U.S. Person" (as hereinafter defined) is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under U.S. law, regulation, executive orders or the "Lists" (as hereinafter defined). Purchaser further represents and warrants to Seller that neither Purchaser, nor any of its beneficial owners or affiliated entities (i) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist related activities, any crimes which in the U.S. would be predicate crimes to money laundering, or any violation of any "Anti-Money Laundering Laws" (as hereinafter defined); (ii) has been assessed civil or criminal penalties under any Anti-Money Laundering Laws; or (iii) has had any of its funds seized or forfeited in any action under any Anti-Money Laundering Laws. Purchaser further represents and warrants to Seller that Purchaser is in compliance with any and all applicable provisions of the "Patriot Act" (as hereinafter defined). Purchaser represents and warrants that it has taken such measures as are required by law to ensure that the funds used to pay the Purchase Price and the Earnest Money are derived from permissible sources and transactions that do not violate U.S. law and, to the extent such funds originate outside the U.S., do not violate the laws of the jurisdiction in which they originated. If Purchaser obtains knowledge that Purchaser, or any of its beneficial owners or affiliated entities, or the employees of any such parties, becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving Anti-Money Laundering Laws, then Purchaser shall immediately notify the other party upon receipt of knowledge of such events.

"**Prohibited Person**" means an entity, organization or individual that has been designated by U.S. law, executive order or sanction regulations of OFAC as an entity, organization or individual with whom U.S. Persons may not transact business or must limit their interactions to those approved by OFAC. A "**U.S. Person**" is a citizen of the United States of America, an entity organized under the laws of the United States of America, its territories or any of the several states, or any entity having its principal place of business within the United States of America or any of its territories. "**List**" means any list published by OFAC (including those executive orders and lists published by OFAC with respect to Prohibited Persons), including the Specially Designated Nationals and Blocked Persons list. "**OFAC**" is the Office of Foreign Assets Control, U.S. Department of the Treasury. "**Anti-Money Laundering Laws**" shall mean laws, regulations and sanctions, state and federal, criminal and civil, that (a) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (b) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States; or (c) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations and sanctions shall be deemed to include the USA Patriot Act of 2001, Pub. L. No. 107-56 (the "**Patriot Act**"), the Bank Secrecy Act, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., and the sanction regulations promulgated by OFAC pursuant thereto, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

**9.16. Utility Related Matters.** Purchaser shall be responsible, at Purchaser's sole cost and expense, for all utility deposits and account transfer fees incurred in connection with the delivery of utility services to the Property. In addition, Purchaser will also be responsible, at Purchaser's sole cost and expense, for all inspection fees and other governmental fees or charges of any kind or nature associated with Purchaser's ownership of the Property after Closing. Purchaser understands and hereby acknowledges that Seller will retain all reimbursements from any utility service provider to the extent such reimbursements relate to improvements within the Property constructed by Seller.

**9.17. Waiver Of Jury Trial.** EACH OF SELLER, PURCHASER AND ANY OTHER PARTY CLAIMING RIGHTS OR OBLIGATIONS BY, THROUGH OR UNDER THIS AGREEMENT WAIVES ANY RIGHT UNDER ANY APPLICABLE LAW TO A TRIAL BY JURY WITH RESPECT TO ANY SUIT OR LEGAL ACTION THAT MAY BE COMMENCED BY OR AGAINST THE OTHER PARTY OR PARTIES CONCERNING THE INTERPRETATION, VALIDITY, ENFORCEMENT OR PERFORMANCE OF THIS AGREEMENT.

**9.18. Offer Only.** Execution of this Agreement by Purchaser alone constitutes only an offer to purchase the Property. This Agreement shall not be binding upon Seller until approved and accepted by Seller, as indicated by Seller's execution hereof. Acceptance or approval of this Agreement by a salesperson and/or broker (including any subsidiary of Seller) shall not constitute the approval or acceptance of this Agreement by Seller.

**9.19. Risk of Loss.** Seller shall bear no risk of loss or damage to the Property or any improvements thereon of any nature whatsoever, as the Property and all value thereof is determined by the land and not any improvements. Seller shall have no liability for any casualty, fire or flood damage to the Property or any improvements thereon, and any such damage shall not affect Purchaser's duty to close.

**9.20. Brokerage and Agency.** In no event shall Seller have any obligation to pay any real estate commission except in the event of the Closing of this transaction in accordance with the terms of this Agreement. If Purchaser worked with or was represented by another Cooperating Broker, a disclosure of such brokerage relationship set forth in the Real Estate Co-Broker Disclosure included in this Agreement, shall be a part of this Agreement and such broker shall execute this Agreement as the "Cooperating Broker." If the Real Estate Co-Broker Disclosure is not completed, Purchaser is solely responsible for protecting Purchaser's interests and no broker shall be entitled to any portion of the Listing Broker's commission. Except as set forth on the Real Estate Co-Broker Disclosure, Purchaser represents and warrants that Purchaser has not dealt with another broker, agent, or finder in connection with this transaction and PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS THAT MAY BE INCURRED OR SUFFERED BY SELLER AS A RESULT OF ANY CLAIM FOR ANY FEE, COMMISSION, OR SIMILAR COMPENSATION WITH RESPECT TO THIS TRANSACTION MADE BY ANY PERSON OR ENTITY AND ARISING THROUGH THE ACTIONS OF THE PURCHASER, WHETHER OR NOT SUCH CLAIM FOR ANY FEE, COMMISSION, OR SIMILAR COMPENSATION WITH RESPECT TO THIS TRANSACTION MADE BY ANY PERSON OR ENTITY IS MERITORIOUS. THE PROVISIONS OF THIS SECTION 9.20 SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT. BY ITS EXECUTION OF THIS AGREEMENT, PURCHASER ACKNOWLEDGES THAT, AT THE TIME OF EXECUTION OF THIS AGREEMENT, PURCHASER WAS ADVISED BY THIS WRITING THAT PURCHASER SHOULD HAVE AN ATTORNEY OF ITS OWN SELECTION EXAMINE AN ABSTRACT OF TITLE TO THE SUBJECT PROPERTY OR

PURCHASER SHOULD BE FURNISHED WITH OR OBTAIN A POLICY OF TITLE INSURANCE COVERING THE PROPERTY.

**9.21. Membership in Property Owners Association.** As a purchaser of property in the residential Community in which the Property is located, Purchaser is obligated to be a member of a property owners' association. Restrictive Master Declaration and Declaration governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential Community have been or will be recorded in the Official Public Records of Llano County, Texas. Copies of the restrictive Master Declaration and Declaration and dedicatory instruments may be obtained from the county clerk. **Purchaser is obligated to pay assessments to the property owners' association. The amount of the assessments is subject to change. Purchaser's failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.** Section 207.003 of the Texas Property Code entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to an owner by the property owners' association or the association's agent upon such owner's request.

**9.22. Notice Regarding Possible Annexation.** If the Property 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.

**9.23. Notice Of Public Improvement District.** As a purchaser of the Property, Purchaser may be obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessment is subject to change. Purchaser's failure to pay the assessments could result in a lien on and the foreclosure of the Property.

**9.24. Property Located In A Certificated Service Area Of A Utility Service Provider.** The Property 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 the 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 the 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 the Property. Purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of the Agreement.

**9.25. Disclosure Of Location Of Underground Conditions.** To the best of Seller's belief and knowledge, there are no pipelines used for transporting natural gas, natural gas liquids, synthetic gas, liquefied petroleum gas, petroleum products or other hazardous substances, located under the surface of the Property, other than as disclosed to Purchaser in writing or has indicated on an instrument recorded in the Official Public Record of Llano County, Texas.

**9.26. PID Notice.** Purchaser acknowledges that the Property is situated in the Summit Rock Public Improvement District No. 1 (the "**PID**"), that the Property is subject to all assessments, charges and ad valorem taxes imposed by the PID, and that Purchaser has received notice thereof and of the matters set forth in the Notice to Purchaser attached to this Agreement as Exhibit "B" (the "**PID Notice**") with respect to the Property, which Purchaser and Seller shall execute, acknowledge and deliver at Closing. Purchaser acknowledges that the Property is subject to all assessments, charges and ad valorem taxes imposed by the PID.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

EXHIBIT "A"

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

SPECIAL WARRANTY DEED

STATE OF TEXAS           §  
  §       KNOW ALL MEN BY THESE PRESENTS THAT:  
COUNTY OF LLANO       §

THAT GPIF SUMMIT ROCK LAND LLC, a Delaware limited liability company ("**Grantor**"), for the consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto \_\_\_\_\_ (whether one or more, "**Grantee**"), in the manner hereinafter stated, the following described property located in Travis County, Texas, to-wit:

Lot \_\_\_\_\_, Block \_\_\_\_\_, \_\_\_\_\_, a subdivision in Llano County, Texas, according to the map or plat thereof, recorded under Document No. \_\_\_\_\_ of the Official Public Records of Llano County, Texas (the "**Property**")

This grant and conveyance is made and accepted subject to the encumbrances and exceptions (the "**Permitted Exceptions**") described on Exhibit "A-1" attached hereto and incorporated herein for all purposes, but only to the extent they affect or relate to the Property and without limitation or expansion of the scope of the special warranty herein contained.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof; so long as the claim is by, through, or under Grantor, but not otherwise.

Grantee, by its acceptance hereof, does hereby assume and agree to pay any and all ad valorem taxes and special assessments pertaining to the Property for the current calendar year and all subsequent years; there having been a proper proration of ad valorem taxes for the current calendar year between Grantor and Grantee.

**EXCEPT AS PROVIDED IN THE WARRANTY OF TITLE SET FORTH HEREIN, THERE ARE NO OTHER WARRANTIES AS TO THE PROPERTY OR IMPROVEMENTS**

LOCATED THEREIN, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE PROPERTY. BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS ACQUIRING THE PROPERTY "AS IS" AND "WHERE IS," AND THAT, TO THE EXTENT ALLOWED BY APPLICABLE LAW, GRANTOR HAS DISCLAIMED ANY AND ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, SPECIFICALLY INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, HABITABILITY, AND FITNESS FOR A PARTICULAR USE OR PURPOSE.

Grantee's address: \_\_\_\_\_  
\_\_\_\_\_

*[SIGNATURE PAGE FOLLOWS]*

EXECUTED as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR:**

GPIF SUMMIT ROCK LAND LLC,  
a Delaware limited liability company

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

THE STATE OF TEXAS     §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of GPIF SUMMIT ROCK LAND  
LLC, a Delaware limited liability company, on behalf of said limited liability company.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

**EXHIBIT "A-1"**

**PERMITTED EXCEPTIONS**

[SEE ATTACHED]

**EXHIBIT "B"**

**PID NOTICE**

**[ATTACHED]**

**AFTER RECORDING RETURN TO:**

**ROBERT D. BURTON**

**PRESTON A. PATTEN**

**WINSTEAD PC**

**600 W 5th Street, Suite 900**

**Austin, Texas 78701**

**email: [rburton@winstead.com](mailto:rburton@winstead.com)**

**[ppatten@winstead.com](mailto:ppatten@winstead.com)**

**NOTICE OF OBLIGATION TO PAY  
IMPROVEMENT DISTRICT ASSESSMENT  
TO THE CITY OF HORSESHOE BAY, BURNET AND LLANO COUNTES, TEXAS  
CONCERNING THE FOLLOWING PROPERTY:**

[LOT]

[BLOCK]

[PROPERTY ADDRESS]

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Horseshoe Bay, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the *Summit Rock Public Improvement District No. 1* (the "District") created under the provisions of Subchapter A, Chapter 372, Texas Local Government Code, as amended.

**AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.**

The exact amount of the assessment may be obtained from the City of Horseshoe Bay, Texas. The exact amount of each annual installment will be approved each year by the City Council of the City of Horseshoe Bay, Texas in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Horseshoe Bay, 1 Community Drive, Horseshoe Bay, TX 78657 or directly from the City of Horseshoe Bay Finance Department available by telephone at 830-598-9907 or 830-598-9990 and email from [mjester@horseshoe-bay-tx.gov](mailto:mjester@horseshoe-bay-tx.gov) or [swhite@horseshoe-bay-tx.gov](mailto:swhite@horseshoe-bay-tx.gov).

**YOUR FAILURE TO PAY ANY ASSESSMENT OR ANY ANNUAL INSTALLMENT MAY RESULT IN PENALTIES AND INTEREST BEING ADDED TO WHAT YOU OWE OR IN A LIEN ON AND THE FORECLOSURE OF YOUR PROPERTY.**

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

IN WITNESS WHEREOF, the undersigned parties have executed this notice at the closing of the purchase of the real property at the address described above and for the purposes stated therein.

**SELLER:**

GPIF SUMMIT ROCK LAND LLC,  
a Delaware limited liability company

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

STATE OF TEXAS           §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

[SEAL]

**PURCHASER:**

\_\_\_\_\_  
Purchaser 1's Signature

Printed Name:\_\_\_\_\_

Date of Execution:\_\_\_\_\_

\_\_\_\_\_  
Purchaser 2's Signature

Printed Name:\_\_\_\_\_

Date of Execution:\_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

[SEAL]

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

[SEAL]