



AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 6/12/2023

COMMISSIONERS COURT

Meeting Date: 6/12/2023

JUN 12 2023

Submitted By: _____

Department/Office: _____

Approved

Signature of Director/Official: _____

Agenda Title:

Government Code: Sec. 551.072 - Deliberation About Real Property, Lot 1R1, Blk, 2, Marti-Bentley Subdivision, 411 Marti Drive, Cleburne, Texas 76033

Public Description (Description should be 2-4 sentences explaining to the Court and the public what action is recommended and why it is necessary):

(May attach additional sheets if necessary)

Person to Present: _____

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: Executive (Action Item, Workshop, Consent, Executive)

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) _____

Please Inter-Office All Original Documents to County Judge’s Office Prior to Deadline & List All External Persons Who Need a Copy of Signed Documents In Your Submission Email

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “*Agreement*”) is between TOTALENERGIES E&P BARNETT USA, LLC, f/k/a TEP Barnett USA, LLC (“*Seller*”) and JOHNSON COUNTY, TEXAS, a political subdivision of the State of Texas (“*Buyer*”), and will be effective as of the date on which the Title Company acknowledges receipt of a fully executed copy hereof, as evidenced by its signature below (the “*Effective Date*”).

Nothing in this Agreement is intended to nor shall it be construed as a waiver of any immunity to which Buyer is entitled under the Constitution of the State of Texas and by other applicable law. Any indemnification and hold harmless provisions set forth in this Agreement are applicable to Buyer only to the extent that such provisions are enforceable under the Constitution of the State of Texas and by other applicable law, but do not expand or increase the liability or scope of Buyer’s liability under the Constitution of the State of Texas and by other applicable law.

1. **The Property.** Subject to the terms and conditions of this Agreement, Seller agrees to sell and Buyer agrees to purchase that certain real property located in Johnson County, Texas, consisting of approximately 1.830 acres as more particularly described below and the improvements, fixtures and equipment thereon (the “*Property*”) together with Seller’s right, title and interest in and to any rights, privileges, and appurtenances belonging thereto.

Lot 1R1, Block 2, of the Minor Plat Lots 2R, 1R1 and 1R2, Block Two, Marti-Bentley Subdivision, recorded in Volume 10, Page 102, Slide C-620 in the Official Public Records, Johnson County, Texas.

The Property shall be sold together with all of the personal property listed on **EXHIBIT A** attached hereto; provided, however, notwithstanding anything to the contrary, the following items shall be not be sold with the Property and shall be kept and removed by Seller prior to Closing: routers, antennas, and racked equipment (the rack and and patch panels themselves, however, will be sold with the Property).

2. **Reservations.** The conveyance of the Property shall not include, and the Deed (defined below) shall expressly exclude and reserve unto Seller, all of Seller’s right, title and interest in and to all oil, gas and other minerals located in, on or under the Property and that may be produced therefrom (the “*Mineral Rights*”); *provided, however*, the Deed shall provide that the use of the surface of the Property in connection with the exercise of the reserved Mineral Rights shall be restricted such that Seller waives all rights to the surface of the Property and the right to conduct operations of whatsoever nature with respect to the exploration for, exploitation of, mining, production, processing, transporting and marketing of oil, gas or other minerals from the surface of the Property but that nothing shall restrict or prohibit the pooling or unitization of the portion of the Mineral Rights with land other than the Property, or the exploration or production of the oil, gas and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, or by any other method that does not require ingress and egress over the surface of the Property. Notwithstanding the foregoing to the contrary, said waiver does not include, and Seller shall expressly reserve the right to conduct, seismic activities on the Property in furtherance of the Mineral Rights. The Deed shall also reserve to Seller (a) a perpetual subsurface easement under and through the Property for the placement of an unlimited number of well bores from oil or gas wells the surface locations of which are situated on tracts of land other than the Property, for the purpose of developing oil, gas and other minerals in and under the Property and/or any other lands, regardless of whether such other lands are pooled with or located near the Property and (b) any rights to use subsurface reservoirs and pore space in which to inject, dispose, sequester and/or store oil, gas and other minerals located in, on or under the Property but only to the extent, in each case that any such use, injection,

disposal, storage, sequestration or storage must be accomplished without disturbing the surface of the Property or any improvements now or hereafter situated thereon and in compliance with all applicable laws.

3. **Purchase Price.** The purchase price for the Property shall be \$2,250,000.00 (the “***Purchase Price***”), payable to Seller at Closing (as defined below) in the form of immediately available funds

4. **Earnest Money.** No later than two (2) business days following the Effective Date of this Agreement, Buyer shall deposit the sum of \$25,000.00 in the form of immediately available funds (together with any interest earned thereon, the “***Earnest Money***”) and a signed copy of this Agreement with Fidelity National Title Agency – The Baker Firm, PLLC, 4541 Bellaire Drive South, Suite 101, Fort Worth, Texas 76109, Attn: Nikki Jackson (the “***Title Company***”). If Buyer fails to timely deposit the Earnest Money, then Seller shall have the right to terminate this Agreement by written notice to Buyer delivered at any time thereafter until such time as the Earnest Money is actually deposited. The Earnest Money shall be held by the Title Company in an interest-bearing, FDIC-insured, account. Any interest on the Earnest Money shall be a part of the Earnest Money and paid in accordance with the provisions of this Agreement. Upon the expiration of the Inspection Period (defined below), the Earnest Money shall be deemed immediately earned by Seller and nonrefundable to Buyer, except as expressly provided in this Agreement. The Earnest Money shall be applied towards the Purchase Price on the Closing Date (as defined below).

5. **Inspection Period.**

(a) **Inspection Period.** Buyer shall have the period of time (the “***Inspection Period***”) beginning on the Effective Date of this Agreement and ending at 5:00 p.m. Central time on the 120th day following the Effective Date within which to conduct and obtain all inspections, examinations, investigations and tests as Buyer considers appropriate for determining the present condition of the Property and whether Buyer desires to complete the purchase of the Property in accordance with the terms hereof, at Buyer’s sole cost and expense.

(b) **Right to Terminate.** Buyer shall have the right to terminate this Agreement for any reason whatsoever or for no reason before the expiration of the Inspection Period by sending written notice thereof to Seller and the Title Company on or before the expiration of the Inspection Period. If Buyer delivers such notice of termination within the Inspection Period, then this Agreement shall terminate and have no further force or effect, and the Earnest Money shall be disbursed as follows: Seller shall receive the Independent Consideration and Buyer shall receive the balance of the Earnest Money. The parties agree that the Title Company shall be, and is hereby, instructed to disburse the Earnest Money in accordance herewith without the need for any additional authorization or documents executed at the time of such disbursement.

6. **The Closing Date; Condition.**

(a) The closing (the “***Closing***”) shall take place at the Title Company’s office on the 45th day after the expiration of the Inspection Period (the “***Closing Date***”), provided Buyer has received no later than 3 business days prior to the Closing Date drafts of all Closing documents required by Section 11 below, failing which the Closing Date shall be extended in order to satisfy such 3-business day period. Neither party shall have the obligation to have an authorized representative physically present at the Closing. All documents and payments shall be delivered on the Closing Date in escrow at the place of Closing specified herein.

(b) It will be a condition to Buyer’s obligation to purchase the Property under this Agreement that, on the Closing Date, the private road known as Marti Drive be conveyed to the City of Cleburne for use as a public road (the “***Condition***”). If the Condition is not satisfied as of the Closing Date, Seller shall have the right to extend the Closing Date by up to 60 days upon written notice to Buyer in order to continue

Seller's efforts to satisfy the Condition. If Seller elects not to extend the Closing Date or if Seller elects to extend the Closing Date but the Condition is not satisfied as of the extended Closing Date, then Buyer must elect either (a) to terminate this Agreement by written notice, in which case this Agreement shall terminate and have no further force or effect, and the Earnest Money shall be disbursed to the Buyer or (b) to waive the Condition and proceed to Closing.

7. **Property Information.**

(a) Within five (5) business days after the Effective Date, Seller will deliver or cause to be delivered to Buyer copies of the following documents to the extent the same are in Seller's possession (herein, the "***Property Information***"), which Seller will have the option of delivering in an electronic format such as by e-mail or via a web-based data room: any prior survey of the Property and any prior Phase I Environmental Site Assessment.

(b) Intentionally Omitted.

(c) The Property Information is provided to Buyer without representation or warranty as to the accuracy thereof, and Buyer agrees that Seller shall have no liability or responsibility for any inaccuracy thereof. Buyer, relying on its own evaluation of the Property, disclaims any reliance on the Property Information or on any statements (oral or written) which may have been made or may be made by Seller, Seller's broker, or any other party, concerning the Property Information. BUYER ACKNOWLEDGES AND UNDERSTANDS THAT THE PROPERTY INFORMATION AND ANY OTHER INFORMATION PROVIDED OR MADE AVAILABLE TO BUYER PURSUANT TO THIS AGREEMENT MAY HAVE BEEN PREPARED BY PARTIES OTHER THAN SELLER AND THAT NEITHER SELLER NOR ANY OF ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, BROKERS OR CONTRACTORS MAKE NOR HAVE MADE ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE COMPLETENESS, CONTENT OR ACCURACY THEREOF. BUYER SPECIFICALLY RELEASES SELLER, AND ITS AFFILIATES AND THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, BROKERS AND CONTRACTORS FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES WHETHER SUIT IS INSTITUTED OR NOT), WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR CONTINGENT, ASSERTED AGAINST OR INCURRED BY BUYER BY REASON OF THE INFORMATION CONTAINED IN, OR THAT SHOULD HAVE BEEN CONTAINED IN, SUCH PROPERTY INFORMATION OR OTHER INFORMATION.

8. **Property Inspections.**

(a) Subject to the terms hereof, Buyer shall have the right during the period from the Effective Date through the Closing Date (unless this Agreement is terminated earlier as provided herein), to enter upon the Property at all reasonable times and from time to time for any purpose contemplated by the terms and conditions hereof; *provided, however*, that any entry shall be at the sole cost, expense and risk of Buyer, and that, except for the mere discovery of existing defects or conditions affecting the Property, Buyer hereby indemnifies and agrees to hold Seller harmless from and against any and all loss, cost or expense (including attorneys' fees and expenses) resulting, directly or indirectly, from any entry by Buyer, or any employee, agent, principal or independent contractor of Buyer, upon the Property. SUCH INDEMNIFICATION WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW FOR THE BENEFIT OF SELLER, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY THE ACTIVE OR PASSIVE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF SELLER, AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED

UPON OR ALLEGED AGAINST SELLER, BUT WILL NOT BE ENFORCED TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION HOLDS IN A FINAL JUDGMENT THAT A CLAIM IS CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF SELLER. Buyer shall notify Seller not less than two (2) business days in advance of any such proposed entry, and Seller may (to the extent it timely makes personnel available) be present during any such entry by Buyer. Further, Buyer agrees to (i) satisfy any and all mechanic's liens which may be filed or threatened against the Property as a result of such entry by Buyer, or any of its employees, agents, principals or independent contractors, onto the Property, and (ii) if this transaction does not close, repair any damage to the Property caused by Buyer, or its employees, agents, principals or independent contractors, and restore the Property to substantially the same condition existing at the time immediately prior to any such damage. Prior to any entry on the Property, Buyer shall require any surveyor, engineer, inspector, consultant or other vendor engaged by Buyer to carry the following insurance: (i) commercial general liability insurance for personal injury (including wrongful death) and damage to property covering any occurrence on the Property with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; and (ii) employer's liability insurance (and workers' compensation, if required) in accordance with applicable state law. The liability policies shall contain an endorsement naming Seller as an additional insured. No inspection of the Property by Buyer shall interfere with the operation of the Property or the conduct of business thereon.

(b) Seller hereby consents to Buyer conducting a Phase I Environmental Site Assessment of the Property (a "**Phase I**") during the Inspection Period, if it so desires, and Buyer shall promptly furnish a copy thereof to Seller. If, as a result of the Phase I which Buyer so obtains, Buyer deems it appropriate to have a Phase II Environmental Site Assessment (a "**Phase II**") of the Property performed, Buyer shall present Seller with a detailed plan or proposal for the conducting of the Phase II for Seller's prior approval thereof. Buyer shall obtain Seller's prior written approval or consent before performing the Phase II in the manner so proposed, which said consent or approval of the Phase II will not be unreasonably withheld, conditioned, or delayed. Seller may have a representative present at any time that Buyer or its representative is on the Property for any and all such inspection, examination, investigation and testing of the Property. Buyer shall provide Seller at least seventy-two (72) hours' advance written notice before it conducts any Phase II test to which Seller has given its prior written consent.

(c) Buyer's obligations and liabilities under this Section 8 shall survive the termination of this Agreement or the Closing, whichever is applicable.

9. **Governmental Approvals.** Buyer shall be solely responsible, at Buyer's sole cost and expense, for obtaining all governmental approvals necessary for Buyer's intended use and development of the Property, including, without limitation, zoning (collectively, the "**Approvals**"). Buyer shall not make any submissions or applications to, or correspond with, any governmental entity regarding the Property with respect to such Approvals without Seller's prior written consent, which consent shall not be unreasonably withheld. Seller shall reasonably cooperate with Buyer's efforts to obtain the Approvals, at no cost or liability to Seller. Seller acknowledges that Buyer may need to obtain Approvals that will be conditioned upon Buyer's acquisition of the Property, and that such Approvals, which shall only be effective after Closing, shall be permitted.

10. **Title & Survey.**

(a) As soon as practicable after the Effective Date, Seller will cause the Title Company to issue and deliver to Buyer a current TLTA Form T-7 Commitment for Title Insurance (the "**Title Commitment**") for a standard TLTA Form T-1 Owner's Policy of Title Insurance in the amount of the Purchase Price (the "**Title Policy**"). Within 45 days after the Effective Date, Buyer shall obtain a new ALTA/NSPS Land Title Survey of the Property made in accordance with the Minimum Standard Detail Requirements for

ALTA/NSPS Land Title Surveys and certified to Buyer, Seller, and the Title Company, dated after the Effective Date, by a registered professional surveyor (the “*Survey*”). As soon as reasonably possible after receipt of the finalized Survey, Buyer shall provide a copy thereof to Seller. The costs of the Survey shall be the responsibility of Buyer, notwithstanding whether or not the transactions contemplated hereby actually close.

(b) Not later than five (5) days after the date that Buyer receives the Title Commitment and the Survey, whichever is received last (the “*Objection Deadline*”), Buyer shall give written notice to Seller and the Title Company (the “*Objection Notice*”) of any matters contained in the Title Commitment or the Survey to which Buyer objects (the “*Title Objections*”). For purposes of determining the Objection Deadline, the Survey will be deemed received by Buyer on the date of actual receipt or on the deadline under this Agreement for Buyer to obtain the Survey, whichever date is earlier. Seller shall not be obligated to cure or attempt to cure any Title Objection; provided, however, it shall be a condition (the “*Title Exception Condition*”) to Buyer’s obligation to purchase the Property under this Agreement (i) that Seller pay or satisfy out of the Seller’s proceeds at Closing all voluntary liens or deeds of trust filed against the Property arising by, through, or under Seller, (ii) that Seller pay or satisfy out of the Seller’s proceeds at Closing all mechanic’s liens arising by, through, or under Seller, and (iii) that the Deed be executed and delivered without exception to any Title Objection to which Seller agrees in writing to cure and/or have removed pursuant to a written amendment to this Agreement executed by Seller and Buyer (such items (i), (ii), and (iii) being the “*Non-Permitted Exceptions*”).

(c) If the Title Exception Condition is not satisfied as of the Closing Date, Seller shall have the right to extend the Closing Date for a period of time not to exceed ten (10) days in order that Seller may attempt to satisfy the Title Exception Condition. If the Title Exception Condition is not satisfied as of the expiration of such ten (10) day period, Buyer shall either: (i) terminate this Agreement within five (5) days thereafter by giving written notice of termination to Seller within said period, whereupon the Earnest Money shall be promptly returned to Buyer and the parties shall have no further obligations hereunder other than any surviving obligations, or (ii) waive the Title Exception Condition as to any Non-Permitted Exceptions not cured and/or removed and proceed to Closing, in which case such Non-Permitted Exceptions shall be Permitted Exceptions.

(d) The Property shall be conveyed subject to the following matters (the “*Permitted Exceptions*”):

(i) the lien of all ad valorem real estate taxes and assessments not yet due and payable as of the Closing Date, subject to proration as provided in this Agreement;

(ii) local, state and federal laws, ordinances or governmental regulations, including, but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property;

(iii) all other matters evident on the ground, shown on any survey provided to or obtained by Buyer, or which would have been shown by a current ALTA Land Title Survey, including, without limitation, any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements, except any such matters that are a Non-Permitted Exception; and

(iv) all other documents and instruments of record in the real property records of the county in which the Property is located, except any such matters that are a Non-Permitted Exception.

11. **The Closing.**

(a) **Seller's Closing Requirements.** At the Closing, Seller will: (i) execute, acknowledge and deliver a special warranty deed in the form attached to this Agreement as **EXHIBIT B** (the "**Deed**"), subject to the insertion of the Permitted Exceptions; (ii) execute and deliver a declaration of nonforeign status; (iii) deliver evidence that the person executing Seller's closing documents is authorized to bind Seller; (iv) execute and deliver a closing or settlement statement prepared by the Title Company and approved by Seller detailing the net proceeds due to Seller, after taking into account the allocation of closing costs under this Agreement; and (v) execute and deliver any notices, affidavits, and other documents reasonably and customarily required by the Title Company or by applicable law for the Closing.

(b) **Buyer's Closing Requirements.** At the Closing, Buyer will: (i) pay the Purchase Price in immediately available funds, credit being given for the Earnest Money; (ii) execute and deliver a closing or settlement statement prepared by the Title Company and approved by Buyer detailing the gross amount due from Buyer, after taking into account the allocation of closing costs under this Agreement; and (iii) execute and deliver any notices, affidavits, and other documents reasonably and customarily required by the Title Company or by applicable law for the Closing.

(c) **Closing Costs.** Seller and Buyer shall pay the closing costs as follows:

(i) **Taxes.** The real and personal property taxes for the Property for the year in which the Closing occurs shall be prorated on a calendar year and per-diem basis as of the Closing Date (based on actual ad valorem taxes for the year preceding the Closing), with Seller paying for such taxes through the Closing Date and Buyer paying for such taxes thereafter. If the real and personal property taxes for the Property for the year in which the sale closes vary from the amount prorated at Closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. If this sale or Buyer's use of the Property after Closing results in the assessment of additional taxes, penalties or interest (the "**Roll Back Taxes**") for periods prior to Closing, the Roll Back Taxes will be the obligation of Buyer. Obligations imposed by this paragraph will survive Closing.

(ii) **Fees and Costs.** Seller and Buyer shall split equally any and all customary closing costs, fees and other charges of the Title Company. Buyer and Seller shall pay their respective attorneys' fees.

(iii) **Recording Fees.** Buyer shall pay the costs for recording the Deed. Seller shall pay the costs of recording any document to cure a Title Objection which Seller elects to cure, and any and all other recording costs shall be paid by Buyer, including for any financing.

(iv) **Title Policy.** Seller shall pay the costs to issue the Title Commitment and the premium for the basic Title Policy. Buyer shall pay the costs of any additional premiums for endorsements or extended coverage, including the costs associated with the removal of the so-called survey exception. Buyer shall pay all costs associated with any title costs for financing, including lender's title insurance premiums, if any.

(v) **Survey.** Buyer shall pay the cost and expense of the Survey.

(d) **Possession.** On the Closing Date, Seller shall deliver possession of the Property to Buyer, free, clear and discharged of possession or use and the right of possession or use by any and all individuals and entities except for the Permitted Exceptions.

12. **Representations and Warranties.**

(a) Seller represents and warrants to Buyer that Seller is a duly organized and validly existing limited liability company in good standing under the laws of the state of its organization. Seller has or will have as of the Closing full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and any required action and approvals therefor have been or will be as of the Closing duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are or will be as of the Closing duly authorized to sign the same on Seller's behalf and to bind Seller thereto. Neither the execution, delivery or performance of this Agreement by Seller, nor the consummation of the transactions contemplated hereby will violate any order, judgment, injunction, award or decree of any court or arbitration body, by or to which Seller or the Property are or may be bound or subject. All representations and warranties of Seller set forth herein shall survive the Closing or earlier termination of this Agreement for a period of six (6) months; and all suits or actions for breach of any such representations or warranties must be brought within two (2) years and one (1) day following the date on which the cause of action shall have accrued during the six (6) month survival period, any longer statute of limitations period for the bringing of such actions being hereby waived.

(b) Buyer represents and warrants to Seller that Buyer is a political subdivision of the State of Texas. Buyer has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer are and shall be duly authorized to sign the same on Buyer's behalf and to bind Buyer thereto. Neither the execution, delivery or performance of this Agreement by Buyer, nor the consummation of the transactions contemplated hereby will (i) violate or conflict with any provision of the organizational documents of Buyer, or (ii) violate any order, judgment, injunction, award or decree of any court or arbitration body, by or to which Buyer is or may be bound or subject. All representations and warranties of Buyer set forth herein shall survive the Closing or earlier termination of this Agreement for a period of six (6) months.

13. **Disclaimers; Releases and Limitations.**

(a) BUYER REPRESENTS AND WARRANTS TO SELLER THAT BUYER IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED BUYER OF REAL ESTATE. BUYER ACKNOWLEDGES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER IN SECTION 12 (AS LIMITED BY THIS SECTION 13) AND IN THE DEED, BUYER DISCLAIMS ANY RELIANCE UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT OF SELLER OR ANY OF ITS AFFILIATES OR ANY MEMBER, OFFICER, DIRECTOR, TRUSTEE, BROKER, AGENT, EMPLOYEE OR OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES.

(b) WITHOUT IN ANY MANNER LIMITING THE PROVISIONS OF THE PRECEDING PARAGRAPH, AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, SELLER AND BUYER AGREE THAT BUYER IS TAKING THE PROPERTY "AS IS," "WHERE IS" AND "WITH ALL FAULTS" AND WITH ANY AND ALL LATENT, AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO HABITABILITY, MARKETABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE) MADE BY SELLER WITH RESPECT TO THE PROPERTY (EXCEPT FOR THE REPRESENTATIONS OF SELLER EXPRESSLY SET FORTH IN SECTION 12 (AS LIMITED BY THIS SECTION 13) AND IN THE DEED, ALL OTHER REPRESENTATIONS AND WARRANTIES, BOTH EXPRESS AND

IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED AND DENIED. BUYER ACKNOWLEDGES THAT IT HAS BEEN OR WILL BE GIVEN ADEQUATE TIME TO CONDUCT WHATEVER EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES OR TESTS OF THE PROPERTY AND ITS CONDITION AS BUYER MAY DESIRE OR DETERMINE WARRANTED, AND THAT BUYER DISCLAIMS ANY RELIANCE ON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY OR ITS CONDITION BY SELLER (EXCEPT FOR THE REPRESENTATIONS OF SELLER EXPRESSLY SET FORTH IN SECTION 12 (AS LIMITED BY THIS SECTION 13) AND IN THE DEED) OR ANY OF SELLER'S AFFILIATES OR ANY MEMBER, OFFICER, DIRECTOR, TRUSTEE, BROKER, AGENT, EMPLOYEE OR OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES, BUT BUYER IS RELYING SOLELY ON ITS OWN EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES OR TESTS OF THE PROPERTY.

(c) WITHOUT LIMITING THE PROVISIONS OF PRECEDING PARAGRAPHS, EXCEPT FOR THE REPRESENTATIONS OF SELLER EXPRESSLY SET FORTH IN SECTION 12 (AS LIMITED BY THIS SECTION 13), BUYER EXPRESSLY RELEASES AND DISCHARGES SELLER AND ITS AFFILIATES, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, ATTORNEYS, AGENTS, BROKERS AND CONTRACTORS FROM ANY AND ALL OBLIGATIONS, CLAIMS, ADMINISTRATIVE PROCEEDINGS, JUDGMENTS, DAMAGES, FINES, COSTS, AND LIABILITIES ARISING OUT OF OR RELATING TO THE PHYSICAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF (COLLECTIVELY, THE "**CLAIMS**") (WHETHER KNOWN OR UNKNOWN, AND WHETHER CONTINGENT OR LIQUIDATED), INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION WHICH SHALL INCLUDE, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGICAL CONDITION OF, AND ANY ENVIRONMENTAL RISK RELATING TO, THE PROPERTY, WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE. The release set forth in this paragraph specifically includes any Claims under any Environmental Laws or with respect to any Environmental Risk. "**Environmental Laws**" means all applicable legal requirements regarding health, safety or the environment and includes, but is not limited to, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as any of the same may be amended from time to time, and any other state or local law dealing with environmental matters, and any regulations, orders, rules, procedures, guidelines and the like promulgated in connection therewith, regardless of whether the same are in existence on the Effective Date of this Agreement. IT IS SPECIFICALLY INTENDED BY SELLER AND BUYER THAT THE RELEASE CONTAINED HEREIN BE WITHOUT LIMIT, IRRESPECTIVE OF THE CAUSE OR CAUSES OF ANY SUCH CLAIMS (INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, STRICT LIABILITY OR THE NEGLIGENCE OF ANY PARTY OR PARTIES [INCLUDING SELLER], WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE). An "**Environmental Risk**" consists of (i) the presence of any asbestos or asbestos-containing materials, (ii) the presence, Release, threatened Release, discharge, or threatened discharge of any radioactive materials or "hazardous substance" or "hazardous waste" (as defined by any Environmental Laws), or (iii) the presence, Release, threatened Release, discharge, or threatened discharge of any oil or other substance containing polychlorinated biphenyl (as defined in 40 CFR 761.3). "**Release**" shall mean, without limitation, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching,

dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers and other closed receptacles).

(d) THE PROVISIONS OF THIS SECTION 13 SHALL SURVIVE CLOSING WITHOUT LIMITATION.

14. **Commissions.** Contingent entirely on the completion of the Closing of the transaction contemplated hereby in accordance with the terms hereof, then at Closing, Seller shall pay a real estate commission to Eric Walsh, Associate Broker, of Compass RE Texas, LLC, and to Hope Kirkpatrick of Webb Kirkpatrick Real Estate (“**Brokers**”) in accordance with a separate agreement. Both parties represent and warrant to each other that neither has dealt with any broker or finder (other than the Brokers) in respect to the transaction contemplated hereby. Buyer and Seller covenant and agree that each will defend, indemnify and hold the other harmless from and against all liabilities, claims, demands and actions by third parties for brokerage, commission, finder’s or other fees relative to negotiation or execution of this Agreement, or the purchase and sale of the Property, and any court costs, attorneys’ fees or other costs or expenses arising therefrom, alleged to be due to the indemnifying party’s acts. Such indemnities shall survive any termination or Closing of this Agreement.

15. **Risk of Loss.**

(a) **Material Casualty.** All risk of loss to the Property shall remain with Seller prior to Closing. If the Property is damaged by any casualty or other occurrence prior to the Closing, Seller shall promptly notify Buyer in writing (the “**Casualty Notice**”). The Casualty Notice shall include a description of the damage in reasonable detail, Seller’s estimate of the time and cost to repair the damage, and Seller’s good faith reasonable determination as to whether or not the casualty damage is covered by Seller’s insurance. If the Property is materially damaged prior to Closing and Seller is either unable or unwilling to restore the Property prior to Closing to substantially the same condition it was prior to the casualty, then at Buyer’s sole option, Buyer may (i) elect to terminate this Agreement by giving written notice of such election to Seller and the Title Company not later than the Closing Date, in which event the Earnest Money shall be returned to Buyer, all obligations of the parties hereunder shall terminate (other than those matters which expressly survive the early termination of this Agreement), and this Agreement shall otherwise have no further force and effect, or (ii) elect to take the Property as it then is, in which event the parties will proceed to Closing pursuant to the terms hereof without abatement of the Purchase Price. Buyer’s failure to give timely notice to terminate this Agreement as provided above shall be deemed to be an election to proceed to close the transaction in accordance with the terms of this Agreement.

(b) **Eminent Domain.** In the event all or any material portion of the Property is taken by eminent domain or any eminent domain or condemnation proceeding is instituted (or notice of same is given) prior to Closing, Seller shall promptly notify Buyer in writing which shall include a description in reasonable detail of the property to be taken. In such event then at Buyer’s sole option, Buyer may (i) elect to terminate this Agreement by giving written notice of such election to Seller and terminate this Agreement by giving written notice of such election to Seller and the Title Company not later than the Closing Date, in which event the Earnest Money shall be returned to Buyer, all obligations of the parties hereunder shall terminate (other than those matters which expressly survive the early termination of this Agreement), and this Agreement shall otherwise have no further force and effect, or (ii) elect to proceed to Closing, in which event Buyer shall take the Property as it then is. Buyer’s failure to give timely notice to terminate this Agreement as provided above shall be deemed to be an election to proceed to close the transaction in accordance with the terms of this Agreement. As used herein, a “taking” shall be deemed to include a voluntary conveyance in lieu of a taking by eminent domain.

16. **Default and Remedies.**

(a) *Default by Seller.* In the event the Closing of the purchase and sale transaction provided for herein does not occur as herein provided by reason of any default of Seller, Buyer may, as Buyer's sole and exclusive remedy, elect by notice to Seller within five (5) days following the scheduled Closing Date, either of the following: (i) terminate this Agreement, in which event Buyer will receive from the Title Company the Earnest Money, whereupon Seller and Buyer will have no further rights or obligations under this Agreement (other than those matters which expressly survive the early termination of this Agreement); or (ii) seek the remedy of specific performance of the Agreement, and in either event, Buyer hereby waives all other remedies, including, without limitation, any claim against Seller for damages of any type or kind, including, without limitation, consequential or punitive damages. Failure of Buyer to make the foregoing election within the foregoing five (5) day period shall be deemed an election by Buyer to terminate this Agreement and receive from the Title Company the Earnest Money, whereupon Seller and Buyer will have no further rights or obligations under this Agreement (other than those matters which expressly survive the early termination of this Agreement).

(b) *Default by Buyer.* In the event of a default by Buyer under Section 11(b) of this Agreement (*The Closing*), Seller, as its sole and exclusive remedy for such default, shall have the right to terminate this Agreement and receive or retain the Earnest Money, such sum being agreed upon as liquidated damages for the failure of Buyer to perform this Agreement and because of the difficulty, inconvenience and uncertainty of ascertaining Seller's damages. In the event of any other default by Buyer under this Agreement, which default remains uncured for a period of fifteen (15) days after Seller's delivery of written notice thereof, Seller shall have the right to terminate this Agreement and receive or retain the Earnest Money as liquidated damages or Seller shall have the right to pursue all other remedies available at law or in equity. No delay in the exercise of any right or remedy accruing to Seller upon any breach by Buyer under this Agreement will impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by Seller of any condition or the breach of any term, covenant or condition in this Agreement will not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition in this Agreement. Notwithstanding the foregoing, nothing contained herein will limit Seller's remedies at law, in equity or as herein provided in the event of a breach by Buyer of any of the matters which expressly survive Closing or those matters which expressly survive the early termination of this Agreement.

(c) *Consequential and Punitive Damages.* Each of Seller and Buyer waive any right to sue the other for any consequential or punitive damages or lost profits for any matter or claim arising under this Agreement. This Section 16(c) shall survive Closing or early termination of this Agreement.

17. **Miscellaneous.**

(a) *Anti-Corruption.* Buyer agrees to fully comply with Seller's Anti-Corruption policy set forth on EXHIBIT C attached hereto. In the event of a conflict between the terms and provisions of EXHIBIT C and the remainder of this Agreement, the terms and provisions of this EXHIBIT C shall govern and control. The entirety of EXHIBIT C attached hereto is incorporated herein by this reference. By its execution of this Agreement, Buyer shall be deemed to have agreed to the terms, conditions, and provisions of EXHIBIT C attached hereto.

(b) *Severability.* If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

(c) *Time.* Time is of the essence of this Agreement; *however*, if the terms of this Agreement provide for the performance of any act or the expiration of any time period on a Saturday, Sunday or federal

holiday, the due date or the expiration date shall take place on the next date that is not a Saturday, Sunday or federal holiday.

(d) *Binding Effect; Assignment.* The provisions of this Agreement shall inure to the benefit of and bind the legal representatives, successors, and permitted assigns of the parties hereto. Buyer may not assign this Agreement without first obtaining Seller's prior written consent thereto, which can be withheld or denied in Seller's sole and absolute discretion; *provided, however*, that Buyer shall be entitled to assign this Agreement to any entity controlled by, controlling, or under common control with Buyer *provided* such assignee (i) fully assumes in writing all obligations hereunder (but without any release of Buyer from any liability hereunder), (ii) shall have agreed in writing to **EXHIBIT C** attached hereto, and (iii) Buyer shall notify Seller in advance in writing. Any assignment in contravention of this Section shall be void. No assignment consented to by Seller shall release Buyer herein named from any obligation or liability under this Agreement. Any assignee shall be deemed to have made any and all representations and warranties made by Buyer hereunder, as if the assignee were the original signatory hereto.

(e) *Amendment and Waiver.* This Agreement may be amended only by an instrument in writing executed by Seller and Buyer, with a copy sent to the Title Company. Either Buyer or Seller may waive any requirement to be performed by the other, *provided* that said waiver shall be in writing and executed by the party waiving the requirement.

(f) *Integrated Agreement.* This Agreement, together with the Exhibits hereto, constitutes the entire agreement between Buyer and Seller relating to the sale and purchase of the Property, and there are no agreements, understandings, restrictions, warranties, or representations with respect to the Property between Buyer and Seller other than those set forth herein.

(g) *Choice of Law.* It is the intention of Seller and Buyer that the laws of Texas shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and obligations of Buyer and Seller hereunder. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

(h) *Intentionally Omitted.*

(i) *Notice.* Any notices or other communications required or permitted by this Agreement shall be in writing and delivered personally, or by messenger or a nationally recognized overnight courier service, or by email, or alternatively, shall be sent by United States certified mail, return receipt requested. The effective date of any notice shall be (i) if by personal delivery, messenger or courier service, the date of delivery of the notice, (ii) if mailed, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as undeliverable, as the case may be, or (iii) if by email, on the date the email is sent if the email is sent prior to 5:00 p.m. Central time or on the date after the email is sent if the email is sent after 5:00 p.m. Central time. Notices on behalf of either party may be

given by the attorneys representing such party. The parties hereby designate the addresses set forth below as their respective notice addresses under the Agreement.

If to Seller:

c/o TotalEnergies
1201 Louisiana Street, Suite 1800
Houston, Texas 77002
Attn: Legal Department
E-mail: rich.frazier@totalenergies.com

c/o TotalEnergies
301 Commerce Street, Suite 3701
Fort Worth, Texas 76102
Attn: Dusty Anderson
E-mail: dusty.anderson@totalenergies.com

If to Buyer:

Christopher Boedeker
County Judge
2 North Main Street
Cleburne, Texas 76033
Email: christopherb@johnsoncountytexas.org

Bill Moore
County Attorney
204 S. Buffalo Avenue, Suite 410
Cleburne, Texas 760033
Email: efilecao@johnsoncountytexas.org

With a copy to:

Jackson Walker LLP
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Attn: Thad H. Armstrong
E-mail: tarmstrong@jw.com

(j) Full Execution. This Agreement shall be deemed fully executed and binding upon Buyer and Seller and if and when Buyer and Seller have executed this Agreement or separate counterparts and Buyer has deposited the Earnest Money with the Title Company. The Title Company's execution of this Agreement shall not be required for full execution of this Agreement but shall merely evidence the Title Company's acceptance of its obligations hereunder as set forth below.

(k) Non-Survival. Except as otherwise stated in this Agreement, all terms and provisions contained in this Agreement shall merge into the documents executed and/or delivered at Closing and shall not survive Closing.

(l) Limitation of Liability. In no event whatsoever shall Seller's liability (if any) under this Agreement and the Closing documents (including any such liability for attorneys' fees and expenses) exceed, in the aggregate, an amount equal to the Purchase Price. In addition, in no event whatsoever shall recourse be had or liability asserted against any of Seller's members, shareholders, employees, agents, directors, officers or other owners of Seller or their respective constituent partners. Seller's direct and indirect shareholders, partners, members, beneficiaries and owners and their respective trustees, officers, directors, employees, agents and security holders, assume no personal liability for any obligations entered into on behalf of Seller under this Agreement and the Closing documents.

(m) Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BUYER AND SELLER HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(n) Intentionally Omitted.

(o) *Sophistication of the Parties.* Each party to this Agreement hereby acknowledges and agrees that it has consulted legal counsel in connection with the negotiation and preparation of this Agreement, that it is sophisticated and experienced in real estate transaction matters, and has bargaining power equal to that of the other parties hereto in connection with the negotiation and execution of this Agreement.

(p) *Counterparts.* This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute one and the same instrument.

(q) *Patriot Act.* Buyer (which for this purpose includes its partners, members, principal stockholders and any other constituent entities) (i) has not been designated as a “specifically designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, http://www.treas.gov/ofac/t11_sdn.pdf, or at any replacement website or other replacement official publication of such list and (ii) is currently in compliance with and will at all times during the term of this Agreement (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any statute, executive order (including the September 24, 2001, executive order blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism), or other governmental action relating thereto.

18. **Legal Notices.**

(a) *Texas Real Estate Licensing Act.* The Texas Real Estate License Act requires a real estate agent to advise Buyer that he should have an attorney examine an abstract of title to the Property being purchased; or a title insurance Policy should be obtained. Notice to that effect is, therefore, hereby given to Buyer.

(b) *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.

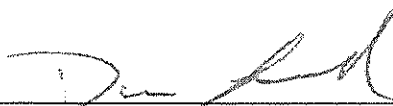
(c) *Notice Regarding Possible Liability for Additional Taxes.* Seller notifies Buyer under Section 5.010, Texas Property Code, as follows: If for the current ad valorem tax year the taxable value of the land that is the subject of this contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change.

19. **Independent Consideration.** Notwithstanding anything herein to the contrary, a portion of the Earnest Money in the amount of \$100.00 shall be nonrefundable to Buyer and will be paid over to Seller upon any termination of this Agreement as independent consideration for this Agreement (the “***Independent Consideration***”). Any term or provision herein which provides for the return of the Earnest Money to Buyer shall mean the Earnest Money, less the Independent Consideration which shall be promptly paid over to Seller. The Independent Consideration shall be applied towards the Purchase Price on the Closing Date.

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SELLER:


TOTALENERGIES E&P BARNETT USA, LLC,
a Delaware limited liability company,
f/k/a TEP Barnett USA, LLC

By: 
Dave Leopold,
its President and Chief Executive Officer

Date: 6/14/2023

BUYER:

JOHNSON COUNTY, TEXAS,
a political subdivision of the State of Texas


By: 
Christopher Boedeker,
County Judge, Johnson County, Texas

Date: 6-17-2023

TITLE COMPANY:

The Title Company acknowledges receipt of this Agreement fully executed by Seller and Buyer on June 15, 2023.

Fidelity National Title Agency – The Baker Firm, PLLC

By: 

The Title Company acknowledges receipt of the Earnest Money on June 16, 2023.

Fidelity National Title Agency – The Baker Firm, PLLC

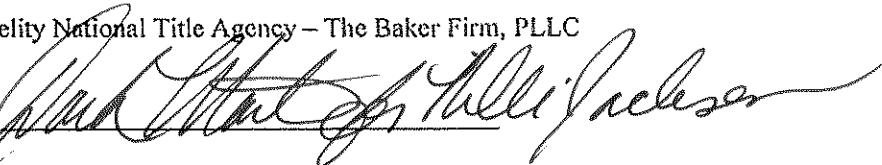
By: 

EXHIBIT A

PERSONAL PROPERTY

411 Marti Drive Inventory List

Entry		3 chairs, one plastic trash can
Room 101		2 rolling chairs, 3- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet
Room 102 (marked as 124) office behind 102		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 lateral file cabinet, 1 trash can 1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 lateral file cabinet, 1 trash can
Room 111		1 side chair, 1- 3 drawer rolling file cabinet, 1- drawer lateral file cabinet, 1 trash can
Room 112		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet, 1 trash can
Room 115		1 rolling, chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet, 1 trash can
Room 117		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet, 1 trash can
Room 118		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet, 1 trash can
Room 119		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet, 1 trash can
Room 120		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet, 1 trash can
Room 121		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet, 1 trash can
Room 122		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet, 1 trash can
Room 123		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet, 1 trash can
Room 124 conference room		3 tables with glass tops, 7 chairs, 15 chairs at the table, projector
Room 125 corner office	small round table	Executive desk with glass top, 1 rolling chair, 4 side chairs, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet
Room 126		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet, 1 trash can
Room 127		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet, 1 trash can
Room 128		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet, 1 trash can
Room 129		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet, 1 trash can
Room 130		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet, 3 trash cans
Room 132		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet, 1 trash can
Room 133 IT Room		2 racks, 1 rolling chair, 1 trash can
Room 134		executive desk with glass top, 1 rolling chair, 2 side chairs, 1- 3 drawer rolling file, 1- 2 drawer lateral file cabinet
Room 135		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet
Room 136		1 round table, 1 rolling chair, 2 side chairs, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet
Room 137		1 rolling chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet
Room 138		1 round table, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet, 3 trash cans
Room 140		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet, 1 trash can
Room 141		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet, 1 trash can
Room 142 conference room		5 tables with glass tops, 19 chairs
Room 143		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet, 1 trash can
Room 144		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet, 1 trash can
Room 145		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet, 1 trash can
Room 146		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet, 1 trash can
Room 147		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet, 1 trash can
Room 148		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet
Room 149		1 side chair, 1- 3 drawer rolling file cabinet, 1- drawer lateral file cabinet, 1 trash can
Room 150		1 rolling chair, 1 side chair, 1- 3 drawer rolling file cabinet, 1- 2 drawer lateral file cabinet, 1 trash can
Room 154		1 rolling chair, 1 trash can
Room 161		2 rolling chairs, 1 trash can
Room 201		26 rolling chairs, 28 - 3 drawer rolling file cabinets
file room		4 rolling file storage cabinets, 2 stationary file cabinets
copy room		2 trash cans
Large kitchen		2 square tables, 8 chairs, refrigerator, microwave, dishwasher, ice maker
Small kitchen		refrigerator, dishwasher, ice maker
Shop		9 racks downstairs, 4 shelves upstairs, 6 open shelving, 1 rack for pipe or wood storage, 1 rolling stairs, 1- 2 drawer lateral file cabinet
Mens bathroom back hall		2 door metal cabinet

EXHIBIT B

FORM OF SPECIAL WARRANTY DEED

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

THE STATE OF TEXAS

§
§
§

COUNTY OF _____

_____, a _____ ("*Grantor*"), for and in consideration of the sum of \$10.00 and other good and valuable consideration to Grantor paid by _____, a _____ ("*Grantee*"), the receipt and sufficiency of which are hereby acknowledged, and subject to the reservations and easements described below, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee the real property located in _____ County, Texas, described on **EXHIBIT A** (the "*Property*"), together with Grantor's rights, title, and interest in all rights, privileges, and appurtenances pertaining thereto (the "*Ancillary Rights*"). The Ancillary Rights are conveyed without warranty of title, express or implied, including, without limitation, the implied warranties in Section 5.023 of the Texas Property Code.

This conveyance is made by Grantor and accepted by Grantee subject to the matters listed on **EXHIBIT B** attached hereto.

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation is hereby made of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it. Grantor waives and conveys to Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor, except, however, such waiver of Grantor's right of ingress and egress to and from the surface of the Property does not include, and Grantor expressly reserves the right to conduct, seismic activities on the Property. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the surface of the Property.

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation is hereby made of a perpetual subsurface easement under and through the Property for the placement of an unlimited number of well bores from oil or gas wells the surface locations of which are situated on tracts of land other than the Property, for the purpose of developing oil, gas and other minerals in and under the Property and/or any other lands, regardless of whether such other lands are pooled with or located near the Property.

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation is hereby made for the rights to use subsurface reservoirs and pore space in which to inject, dispose, sequester and/or store oil, gas and other minerals located in, on or under the Property but only to the extent, in each case that any such use, injection, disposal, storage, sequestration or storage must be accomplished without disturbing the

surface of the Property or any improvements now or hereafter situated thereon and in compliance with all applicable laws.

BY ITS ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, GRANTEE REPRESENTS AND WARRANTS TO GRANTOR THAT GRANTEE IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED BUYER OF REAL ESTATE. GRANTEE ACKNOWLEDGES THAT, EXCEPT AS MAY BE PROVIDED IN A SEPARATE WRITTEN AGREEMENT BETWEEN GRANTOR AND GRANTEE PURSUANT TO WHICH THIS SPECIAL WARRANTY DEED IS EXECUTED AND DELIVERED, GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT OF GRANTOR OR ANY OF ITS AFFILIATES OR ANY MEMBER, OFFICER, DIRECTOR, TRUSTEE, AGENT, EMPLOYEE OR OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF GRANTOR OR ANY OF ITS AFFILIATES.

WITHOUT IN ANY MANNER LIMITING THE PROVISIONS OF THE PRECEDING PARAGRAPH, AS A MATERIAL PART OF THE CONSIDERATION FOR THIS CONVEYANCE, BY ITS ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, GRANTEE AGREES THAT GRANTEE IS TAKING THE PROPERTY "AS IS," "WHERE IS" AND "WITH ALL FAULTS" AND WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND THAT THERE IS NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO HABITABILITY, MARKETABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE) MADE BY GRANTOR WITH RESPECT TO THE PROPERTY (EXCEPT AS MAY BE PROVIDED IN A SEPARATE WRITTEN AGREEMENT BETWEEN GRANTOR AND GRANTEE PURSUANT TO WHICH THIS SPECIAL WARRANTY DEED IS EXECUTED AND DELIVERED AND IN THIS SPECIAL WARRANTY DEED), ALL OTHER REPRESENTATIONS AND WARRANTIES, BOTH EXPRESS AND IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED AND DENIED. BY ITS ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, GRANTEE ACKNOWLEDGES THAT IT HAS BEEN GIVEN ADEQUATE TIME TO CONDUCT WHATEVER EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES OR TESTS OF THE PROPERTY AND ITS CONDITION AS GRANTEE MAY DESIRE OR DETERMINE WARRANTED, AND THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY OR ITS CONDITION BY GRANTOR (EXCEPT AS MAY BE PROVIDED IN A SEPARATE WRITTEN AGREEMENT BETWEEN GRANTOR AND GRANTEE PURSUANT TO WHICH THIS SPECIAL WARRANTY DEED IS EXECUTED AND DELIVERED AND IN THIS SPECIAL WARRANTY DEED) OR ANY OF GRANTOR'S AFFILIATES OR ANY MEMBER, OFFICER, DIRECTOR, TRUSTEE, AGENT, EMPLOYEE OR OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF GRANTOR OR ANY OF ITS AFFILIATES, BUT GRANTEE IS RELYING SOLELY ON ITS OWN EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES OR TESTS OF THE PROPERTY.

WITHOUT LIMITING THE PROVISIONS OF PRECEDING PARAGRAPHS, EXCEPT AS MAY BE PROVIDED IN A SEPARATE WRITTEN AGREEMENT BETWEEN GRANTOR AND GRANTEE PURSUANT TO WHICH THIS SPECIAL WARRANTY DEED IS EXECUTED AND DELIVERED, BY ITS ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, GRANTEE EXPRESSLY RELEASES AND DISCHARGES GRANTOR AND ITS AFFILIATES, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, ATTORNEYS, AGENTS, BROKERS AND CONTRACTORS FROM ANY AND ALL OBLIGATIONS, CLAIMS, ADMINISTRATIVE PROCEEDINGS, JUDGMENTS, DAMAGES, FINES, COSTS, AND LIABILITIES ARISING OUT OF OR RELATING TO THE PHYSICAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF (COLLECTIVELY, THE "**CLAIMS**") (WHETHER

KNOWN OR UNKNOWN, AND WHETHER CONTINGENT OR LIQUIDATED), INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION WHICH SHALL INCLUDE, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGICAL CONDITION OF, AND ANY ENVIRONMENTAL RISK RELATING TO, THE PROPERTY, WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE. The release set forth in this paragraph specifically includes any Claims under any Environmental Laws or with respect to any Environmental Risk. "**Environmental Laws**" means all applicable legal requirements regarding health, safety or the environment and includes, but is not limited to, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as any of the same may be amended from time to time, and any other state or local law dealing with environmental matters, and any regulations, orders, rules, procedures, guidelines and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this Special Warranty Deed. IT IS SPECIFICALLY INTENDED BY GRANTOR AND GRANTEE THAT THE RELEASE CONTAINED HEREIN BE WITHOUT LIMIT, IRRESPECTIVE OF THE CAUSE OR CAUSES OF ANY SUCH CLAIMS (INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, STRICT LIABILITY OR THE NEGLIGENCE OF ANY PARTY OR PARTIES [INCLUDING GRANTOR], WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE). An "**Environmental Risk**" consists of (a) the presence of any asbestos or asbestos-containing materials, (b) the presence, Release, threatened Release, discharge, or threatened discharge of any radioactive materials or "hazardous substance" or "hazardous waste" (as defined by any Environmental Laws), or (c) the presence, Release, threatened Release, discharge, or threatened discharge of any oil or other substance containing polychlorinated biphenyl (as defined in 40 CFR 761.3). "**Release**" shall mean, without limitation, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers and other closed receptacles).

All taxes and other assessments assessed against the Property for the year _____ have been prorated or otherwise settled between the parties, and Grantee assumes and agrees to pay such taxes and assessments in full. If this Special Warranty Deed or Grantee's use of the Property after the date hereof results in additional taxes or assessments for periods before the date hereof, such taxes and assessments shall be the obligation of and paid by Grantee.

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

For the same consideration, Grantor sells, transfers, and delivers to Grantee, all of Seller's right, title, and interest in all tables, desks, chairs, and other furniture owned by Grantor and located in or on the Property, to have and to hold such personal property to Grantee and Grantee's successors and assigns forever, without warranty of any kind whatsoever express or implied. By its acceptance of this deed, Grantee agrees it accepts such personal property in its current "as is" condition and that Grantor has not

and does not make any representation or warranty as to the condition of such personal property or its fitness for any particular purpose.

****SIGNATURE PAGE, ACKNOWLEDGEMENT, AND EXHIBITS TO BE INSERTED****

EXHIBIT C

ANTI-CORRUPTION

Definitions

“*Close Family Member*” means a spouse or partner of a Public Official; one of his/her children, siblings or parents; the spouse or partner of his/her children or siblings; or any household member of a Public Official.

“*Public Official*” means an elected or appointed official, employee or agent of any national, regional or local government/state or department, agency or instrumentality of any such government/state or any enterprise in which such a government/state owns, directly or indirectly, a majority or controlling interest; an official of a political party; a candidate for public office; and any official, employee or agent of any public international organization.

“*Representative*” means Buyer’s, or Buyer’s affiliates’, directors, officers, members, managers, employees, representatives, agents, successors and assigns.

Anti-Corruption Undertakings

In recognition of the principles enshrined in the pertinent international and regional conventions on combating corruption and to ensure compliance with the anti-corruption laws applicable to the activities under the Agreement, federal and local laws, rules and regulations of the United States, and any other anti-corruption laws otherwise applicable to the parties or their ultimate parent company:

1. Buyer, in respect of the Agreement and the matters that are the subject of the Agreement, warrants that neither it, nor any of its Representatives, has made or offered and will make or offer any payment, gift, promise or other advantage, whether directly or through intermediaries, to or for the benefit of any Public Official, where such payment, gift, promise or advantage would be for purposes of:

- influencing any act or decision of such Public Official;
- inducing such Public Official to do or omit to do any act in violation of his or her lawful duties;
- securing any improper advantage; or
- inducing such Public Official to use his or her influence to affect any act or decision of any department, agency or instrumentality of any government or public enterprise.

2. Buyer, in respect of the Agreement and the matters that are the subject of the Agreement, warrants that it, or any of its Representatives, has not made or offered and will not make or offer any payment, gift, promise or other advantage, whether directly or through intermediaries, to or for the benefit of any person (other than a Public Official) where such payment, gift, promise or advantage would be for purposes of inducing such person to do or omit to do any act in violation of his or her lawful duty or to secure any improper advantage, or otherwise to do something or refrain from doing something that would violate the laws applicable to the activities under the Agreement.

3. Buyer shall cause Buyer’s Representatives to comply with the obligations set forth in this Exhibit and to provide a copy of this Exhibit and set forth Seller’s expectations under the terms of their agreements with any subcontractors.

4. All financial settlements, billings and reports rendered to Seller shall accurately and in reasonable detail reflect all activities and transactions undertaken in the performance of the Agreement. Buyer also

shall maintain adequate internal controls to ensure that all payments made in performance of the Agreement are authorized and in compliance with the Agreement. Seller shall have the right to perform itself or through a duly authorized representative, audits at Buyer's premises of all payments made by or on behalf of Buyer for or in connection with any work or services performed under the Agreement. Buyer agrees to cooperate fully in any such audit, including by making its books and records available to Seller or its duly authorized representative and by answering any questions that Seller may have relating to the Buyer's performance under the Agreement.

5. All payments by Seller to Buyer shall be made in accordance with the terms of payment specified in the Agreement. The payment indications notified in the Buyer's invoices shall be deemed to constitute a representation and warranty by Buyer that the bank account so notified is owned solely by Buyer and that no person other than Buyer has any ownership of or interest in such account.

6. Buyer represents and warrants that no Public Official or Close Family Member owns or possesses, directly or indirectly, shares or any other beneficial interest in Buyer (other than through ownership of publicly traded securities that is not sufficient to constitute a controlling interest), or controls such Buyer or is a director, officer or agent of Buyer, except for any ownership, interest, control or position that Buyer has disclosed to Seller in writing. The foregoing representation and warranty will continue so long as the Agreement remains in effect. Buyer agrees to notify Seller promptly and in writing of any developments that would or might affect the accuracy of the foregoing representation or warranty. In any case, if a Public Official or a Close Family Member owns or acquires, directly or indirectly, shares or any other beneficial interest in Buyer, controls or obtains control of Buyer or is or becomes a director, officer or agent of Buyer, Buyer shall take appropriate steps to ensure that such Public Official or Close Family Member avoids any conflict of interest, complies with the laws applicable to him/her which prohibit conflicts of interest on the part of Public Officials and complies with the anti-corruption provisions described in paragraphs 1 and 2 of this Exhibit.

7. Without prejudice to any other rights or remedies Seller otherwise may have hereunder or at law, including but not limited to damages for breach of the Agreement, if any of the undertakings or requirements of this Exhibit have not been complied with or fulfilled by Buyer in any material respect, Seller shall have the right:

- to suspend payment and/or require reimbursement of any advance payment made under the Agreement, and/or
- to suspend and/or terminate the Agreement for Buyer's default with immediate effect.