

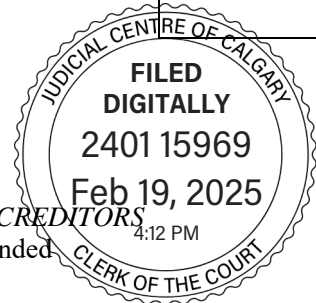
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COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

MATTER IN THE MATTER OF THE *COMPANIES' CREDITORS*  
*ARRANGEMENT ACT*, RSC 1985, c C-36, as amended



AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF A2A CAPITAL SERVICES CANADA  
INC., SERENE COUNTRY HOMES (CANADA) INC., A2A  
DEVELOPMENTS INC., and the other entities listed in  
Appendix "A" hereto

DOCUMENT **FOURTH REPORT OF THE MONITOR  
ALVAREZ & MARSAL CANADA INC.**

**February 19, 2025**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION OF  
PARTY FILING THIS  
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ALVAREZ & MARSAL

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## INTRODUCTION

1. On November 14, 2024, on the application of an ad hoc group of Canadian investors in various real estate and land investment projects (the "**Applicant Investors**"), the Court of King's Bench of Alberta (the "**Court**") issued an initial order (the "**Initial Order**") which, among other things, commenced proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**") and appointed Alvarez & Marsal Canada Inc. ("**A&M**") as the CCAA monitor with enhanced powers (in such capacity, the "**Monitor**").
2. On November 18, 2024, the Monitor filed an application returnable on November 21, 2024 (the "**Comeback Application**") seeking an amended and restated initial order.
3. The entities which are subject to relief under the CCAA as "debtor companies" are A2A Capital Services Canada Inc. ("**A2A CSC**"), Serene Country Homes (Canada) Inc. ("**Serene Canada**"), A2A Developments Inc. ("**A2A Developments**"), Angus A2A GP Inc. ("**Angus GP**"), Angus Manor Park A2A Developments Inc. ("**Angus Manor Developments**"), Angus Manor Park Capital Corp. ("**Angus Manor Capital**"), Angus Manor Park A2A GP Inc. ("**Angus Manor GP**"), Fossil Creek A2A GP Inc. ("**Fossil GP**"), Hills of Windridge A2A GP Inc. ("**Windridge GP**") and US entities Fossil Creek A2A Developments, LLC ("**Fossil Creek LLC**") and Windridge A2A Developments, LLC ("**Windridge LLC**" and collectively, the "**Debtor Companies**"). Fossil USA and Windridge USA are collectively referred to as the "**US LLCs**" and the remaining debtor companies are referred to as the "**Canadian Debtors**").
4. The Initial Order also extended the stay of proceeding to certain non-Debtor Companies, namely the following Canadian entities: Angus A2A Limited Partnership ("**Angus LP**"), Angus Manor Park A2A Limited Partnership ("**Angus Manor LP**"), Fossil Creek A2A Trust, Hills of Windridge A2A Trust, Fossil Creek A2A Limited Partnership ("**Fossil LP**") and Hills of Windridge A2A Limited

Partnership ("**Windridge LP**" and collectively, the "**Affiliate Entities**"). The Debtor Companies and the Affiliate Entities are collectively referred to as the "**A2A Group**".

5. Amongst other things, the Initial Order:
  - a) granted a stay of proceedings (the "**Stay Period**"), for an initial period up to and including November 24, 2024 (the "**Initial Stay Period**");
  - b) appointed Fasken Martineau DuMoulin LLP ("**Fasken**" or "**Canadian Rep Counsel**") as representative counsel for all Canadian investors in the Business and Property of the Debtor Companies and the Affiliate Entities, including without limitation, the Applicant Investors (the "**Canadian Investors**");
  - c) appointed Norton Rose Fulbright Canada LLP ("**NRF**" or the "**Offshore Rep Counsel**" and together with Canadian Rep Counsel, "**Representative Counsel**") as representative counsel for all non-Canadian investors in in the Business and Property of the Debtor Companies and Affiliate Entities (the "**Offshore Investors**" and together with the Canadian Investors, the "**Investors**"), as more particularly described herein;
  - d) declared that the Affiliate Entities shall have the same benefit, and the same protections and authorizations provided to the Debtor Companies notwithstanding that these entities are not a "company" within the meaning of the CCAA;
  - e) authorized the Debtor Companies to enter into an interim financing agreement with Pillar Capital Corp. ("**Pillar**" or the "**Interim Lender**") and to borrow from Pillar the initial principal amount of \$500,000 with the ability to borrow up to \$2,000,000 (the "**Interim Financing**");



- f) granted the following charges over the Property in the following relative priorities:
- i. First – a charge in favour of the Monitor, its legal counsel, Canadian Rep Counsel and Offshore Rep Counsel (the "**Initial Administration Charge**") to a maximum amount of \$250,000; and
  - ii. Second – a charge in favour of Pillar in respect of the Interim Financing to a maximum amount of \$500,000 (the "**Initial Interim Lender's Charge**"); and
- g) authorized the Monitor to act as "Foreign Representative" of the A2A Group, in order to apply for a Temporary Restraining Order in the US and subsequently apply to commence ancillary insolvency proceedings under chapter 15 of Title 11 of the US Bankruptcy Code (the "**Chapter 15 Proceeding**") in the US Bankruptcy Court for the Northern District of Texas (the "**US Bankruptcy Court**").
6. The Initial Order, along with the application materials and all other documents filed in the CCAA Proceedings, are posted on the Monitor's website at: [www.alvarezandmarsal.com/A2A](http://www.alvarezandmarsal.com/A2A) (the "**Monitor's Website**").
7. Capitalized terms not otherwise defined in this Monitor's Fourth Report (this "**Report**" or the "**Fourth Report**") are as defined in the ARIO, the Monitor's Previous Reports<sup>1</sup>, or such other materials filed by the Applicant Investors in support of the Initial Order.
8. On November 21, 2024, counsel to the A2A Group served an application returnable November 21, 2024, seeking (among other things) an order setting aside the Initial

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<sup>1</sup> The Monitor's Previous Reports include the Pre-Filing Report of the Monitor dated November 13, 2024 (the "**Pre-Filing Report**"), the Monitor's First Report dated November 20, 2024 (the "**First Report**"), the First Supplement to the First Report dated November 22, 2024, the Second Supplement to the First Report dated November 25, 2024, the Monitor's Second Report dated November 28, 2024 (the "**Second Report**"), the Monitor's Third Report dated December 13, 2024 (the "**Third Report**") and the First Supplement to the Third Report of the Monitor dated December 17, 2024.

Order, or in the alternative, staying the Initial Order and adjourning the Comeback Application (the "**A2A Group Application**").

9. During the Comeback Application, the Court:
  - a) granted an order extending the Stay Period to November 26, 2024;
  - b) reserved its decision on both the relief sought by the Monitor at the Comeback Application and the relief sought by the A2A Group in the A2A Group Application until November 25, 2024.
10. On November 25, 2024, the Court issued an amended and restated initial order (the "**ARIO**") which provided for, among other things, an extension of the Stay Period up to and including December 18, 2024.
11. On November 29, 2024, the Monitor appeared before this Honourable Court to make an application requesting an order (the "**November 29 Order**") granting an increase to the Initial Interim Lender's Charge from \$500,000 to \$1,250,000 plus the amount of all interest, fees and expenses in respect of the principal amount advanced with respect to the Interim Financing (the "**Amended Interim Lender's Charge**"). The November 29 Order was granted.
12. On December 20, 2024, the Court issued an order under which provided for, among other things:
  - a) extended the Stay Period up to and including January 17, 2025, adjourning certain relief under the Comeback Application and the A2A Group Application to a hearing set in January 2025 (collectively, the "**January Hearing**"); and
  - b) increased the Initial Administration Charge from \$250,000 to \$1,000,000 (the "**Amended Administration Charge**").
13. On January 17, 2025, at the January Hearing, the Court issued an order which extended the Stay Period up to and including February 14, 2025. On January 29,

2025, the Court provided Reasons for its Decision (the "**January Reasons**"), which, among other things:

- a) dismissed the A2A Group application to set aside the Initial Order and ARIO and confirmed the CCAA proceedings to be appropriate; and
- b) directed the Monitor to provide, within 21 days from the date of the January Reasons, "a plan for gaining control of the Windridge lands and the proceeds of the sales of the Windridge lands and Fossil Creek lands to the Court."

### **Appeals**

- 14. On December 16, 2024, counsel to the US LLC Debtors and counsel to the Canadian Debtors served an application returnable December 20, 2024, seeking an order to extend the time to appeal the Initial Order (the "**Appeal Time Extension Application**").
- 15. On December 23, 2024, the Court provided Reasons for Decision (the "**December Reasons**"), which dismissed the Appeal Time Extension Application.
- 16. The following applications for permission to appeal are scheduled to be heard on March 6, 2024:
  - a) US LLCs' application for permission to appeal the December Reasons (File No. 2501-0019AC);
  - b) US LLCs' application for permission to appeal the Initial Order (File No. 2401-0353AC);
  - c) US LLCs' application for permission to appeal the ARIO (File No. 2401-0352AC); and
  - d) Canadian Debtors' application for permission to appeal the ARIO (File No. 2401-0350AC).

17. On February 13, 2025 counsel for the Canadian Debtors wrote to the Monitor's Counsel, Canadian Rep Counsel and Offshore Rep Counsel requesting consent for Angus GP, Angus Manor Developments, Angus Manor Capital and Angus Manor GP (the "**Angus Manor Entities**") to withdraw their application for permission to appeal the ARIO and advised that the Angus Manor Entities would not seek leave to appeal the January Reasons or be the subject of any further appeals.
18. On February 14, 2025 Monitor's Counsel wrote to counsel for the Canadian Debtors confirming the Monitor's consent to a no-cost withdrawal of the Angus Manor Entities from File No. 2401-0352AC.

## **PURPOSE**

19. The purpose of this Report is to provide information to this Honourable Court together with a plan for gaining control of the Windridge lands and the proceeds of the sales of the Windridge lands and Fossil Creek lands to the Court (the "**Texas Plan**"), as required by the January Reasons.
20. This Report should be read in conjunction with the materials filed in the CCAA Proceedings.

## **TERMS OF REFERENCE AND DISCLAIMER**

21. As at the date of this Report, a significant amount of the Requested Information (as defined in the ARIO) has not been provided by the Debtor Companies to the Monitor. As such, the Monitor has provided observations and views to the best of its ability with the information that was provided.
22. In preparing this Report, A&M, in its capacity as the Monitor, has been provided with and has relied upon unaudited financial information and the books and records prepared by the A2A Group and has held discussions with certain members of the A2A Group's management and their respective counsel and certain directors. Except as otherwise described in this Report, in respect of the Debtor Companies' cash flow forecast:

- a) the Monitor has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("CASs") pursuant to the Chartered Professional Accountants Canada Handbook (the "**CPA Handbook**") and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under CASs in respect of the Information; and
  - b) some of the information referred to in this Report consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the CPA Handbook, has not been performed.
23. Future-oriented financial information referred to in this Report was prepared based on the Monitor's estimates and assumptions considering the Information available to the Monitor. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.
24. Unless otherwise stated, all monetary amounts contained in this Report are expressed in Canadian dollars.

## **BACKGROUND**

25. The A2A Group is engaged in real estate and land investment. The parent entities are registered in Singapore. The A2A Group sought investment in its real estate and land development projects through offshore investment and the Canadian exempt investment market. The A2A Group reported managing several land development projects, including those involving the Debtor Companies, using the investment funds raised in the same general ownership and investment scheme across multiple

- projects. As at January, 2015, the A2A Group reported approximately 1,836 acres of land under the A2A Group's management in North America.
26. The properties concerning these CCAA Proceedings are as follows:
- a) Angus Manor Park ("**Angus Manor**"), advertised as a 167-acre residential development project located in Essa, Ontario (approximately 100 km north of Toronto);
  - b) The Trails of Fossil Creek ("**Fossil Creek**"), advertised as a 93-acre residential development with 487 single detached family homes located in Forth Worth, Texas; and
  - c) The Hills of Windridge ("**Windridge**"), advertised as a 415-acre residential development in the Dallas/Fort Worth area.
27. The Debtor Companies and Affiliate Entities in these CCAA Proceedings were formed pursuant to the federal laws of Canada, the provincial laws of Alberta and Ontario and the laws of Texas.
28. In order to assist with recognition of the Monitor as "Foreign Representative" in Texas and to deal with the portion of the estate located in Texas, the Monitor retained Reed Smith LLP as US counsel ("**US Counsel**").
29. The A2A Group is controlled by an individual known as Foo Tiang Meng Dirk Robert (a/k/a "**Dirk Foo**") and Dirk Foo is also a director of various of the A2A Group's entities. Dirk Foo is also the trustee of the Hills of Windridge Trust and the Fossil Creek Trust, which the Debtor Companies allege hold title to Windridge and the Fossil Creek Lot, respectively. Three additional individuals, Grayson Ambrose, Allan Lind and Joseph Attrux (and together with Dirk Foo, "**Management**") act as directors of various A2A Group entities.
30. In the January Reasons, this Court found that the Debtor Companies and Management are incapable of meeting their responsibilities to the Investors and

will not be able to conduct a realization and distribution process that is fair to all investors stating as follows:

" [42] The Respondents submit that the [Applicant Investors'] real issue is that the Respondents failed to communicate with investors. They contend that this is something that should be dealt with through a normal civil action rather than the CCAA process. I will return to this question later in these Reasons, but it is important to note that the [Applicant Investors'] concerns go beyond the Respondents' poor communications. The Monitor concluded from its investigation, and I accept, that the Respondents are "either incapable of or unwilling to undertake the fiduciary responsibilities to act as a 'Facilitator' or 'Trustee' in the realization and distribution process when A2A Group projects are monetized." The Monitor further concluded that the Respondents have failed to:

- (a) comply with basic requirements to keep and maintain accurate books and records;
- (b) comply with basic reporting requirements to which the A2A Investors are entitled;
- (c) maintain corporate registrations of key entities in the A2A Group; and
- (d) fully account for the source and uses of funds of the A2A Group.

[43] The evidence of the [Applicant Investors], which was not available to the Monitor at the time of the Third Report, shows that the Respondents have paid some Windridge and Fossil Creek investors and not others. The discrepancies cannot be explained on the grounds that the various investors own different classes of securities. All Canadian investors in Windridge own the same class of security but some have received payments and others have not. The same is the case for Fossil Creek. And among those who have received payments, the payments vary in ways that do not appear to be proportionate to the size of investment. The evidence of the Applicants is consistent with the Monitor's conclusion that the Respondents are incapable of meeting their responsibilities to investors. I conclude that the Respondents' dilatory recordkeeping and general disregard for investor rights mean that the Respondents will not be able (even if they were willing) to conduct a realization and distribution process that is fair to all investors."<sup>2</sup>

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<sup>2</sup> [Angus A2A GP Inc \(Re\)](#), 2025 ABKB 51 at paras 42-43.

## CHAPTER 15 PROCEEDINGS

31. On November 20, 2024, the Monitor's US Counsel sought from the US Bankruptcy Court, amongst other things, a preliminary injunction and temporary restraining order, recognizing the Initial Order on a preliminary basis (the "**Preliminary Relief Order**") and granting interim recognition of the Monitor as "Foreign Representative".
32. On December 20, 2024 the US Bankruptcy Court entered a final order granting recognition to a foreign main proceedings and additional relief (the "**Recognition Order**") granting recognition of the Monitor as "Foreign Representative".

## US ASSETS

### Fossil Creek

33. The Fossil Creek is advertised as a 93-acre residential development with 487 single detached family homes located in Fort Worth, Texas.
34. Fossil Creek was acquired by Fossil Creek LLC on August 20, 2013. In and around 2014, undivided fractional interests ("**UFIs**") in Fossil Creek were marketed and sold to offshore investors through unknown offshore investment instruments. Canadian investors were sold investment instruments (through the exempt market) by way of purchase of units of Fossil Creek A2A Trust, of which the proceeds were used to purchase partnership units in Fossil LP which subsequently purchased UFIs in Fossil Creek on January 9, 2015.
35. On December 15, 2014, the co-owners of the Fossil Creek real property voted to transfer their UFIs to the Fossil Creek Trust with Dirk Foo as trustee.
36. The A2A Group advertised to the Investors that at some point in the period between 2014 and 2024, portions of Fossil Creek were platted and individual lots were subsequently sold. The Monitor has not been able to ascertain whether the transfers of individual lots of Fossil Creek constitute fraudulent transfer or whether those lots were sold to *bona fide* purchasers for value.



37. In 2024 the vast majority of the remaining Fossil Creek real property was transferred to a newly formed limited partnership, the Trails of Fossil Creek Properties LP ("**Properties LP**"), for the purported purpose of facilitating the sale of the Fossil Creek real property. The sole general partner of Properties LP is Fossil Creek LLC and the sole limited partner is Dirk Foo, as Trustee of the Fossil Creek Trust. Attached hereto as **Appendix "B"** is the Certificate of Formation of a Limited Partnership of Properties LP.
38. While Management has not provided the Monitor with an Offshore Investor list, none of the Canadian Investors contacted by the Monitor or Canadian Rep Counsel, nor the Offshore Investors contacted by the Monitor or Offshore Rep Counsel were informed that the Fossil Creek Sale had occurred, nor did they have the opportunity to vote or participate in any way in respect of the sale.
39. On September 27, 2024, Properties LP sold the Fossil Creek real property to Bloomfield Homes LP for USD \$4,287,000 (the "**Fossil Creek Sale**").
40. The Debtor Companies advise that there remains one individual unsold lot within Fossil Creek (the "**Fossil Creek Lot**"). Title to the Fossil Creek Lot appears to be vested to Dirk Foo, as Trustee of the Fossil Creek Trust. Attached hereto as **Appendix "C"** is a title commitment obtained by the Monitor's US Counsel dated January 2, 2025 (the "**Fossil Creek Title Commitment**") which shows title to Fossil Creek to be vested in Bloomfield Homes LP ("**Bloomfield**") and Dirk Foo as Trustee of the Fossil Creek Trust. Bloomfield advised the Monitor on December 12, 2024 that it would not be pursuing the purchase of the final Fossil Creek Lot.
41. Management advised the Monitor that proceeds from the Fossil Creek Sale were being held in a bank account owned by Properties LP held with JPMorgan Chase Bank, N.A. (d/b/a "**Chase Bank**") in the State of Texas. Management refused to provide either branch number or account number for the above referenced bank account.

## Windridge

42. The Hills of Windridge is advertised as a 415-acre residential development in the Dallas Fort Worth area.
43. Windridge was acquired by Windridge LLC (formerly White Settlement A2A Developments, LLC) on May 31, 2012. In and around 2013 UFI's in Windridge were marketed and sold to offshore investors through unknown offshore investment instruments. Canadian investors were sold investment instruments (through the exempt market) by way of purchase of units of Hills of Windridge A2A Trust, of which the proceeds were used to purchase partnership units in Windridge LP which subsequently purchased UFI's in Windridge on March 20, 2014.
44. On April 8, 2014, the co-owners of the Windridge real property voted to transfer their UFI's to the Hills of Windridge Trust with Dirk Foo as trustee.
45. At some point in the period between 2014 and 2024, portions of Windridge were platted and individual lots were subsequently sold. The Monitor understands that most purchasers of the individual lots are *bona fide* purchasers for value. However, in 2022, Windridge A2A Development, LLC transferred real property via 8 deeds to a limited partnership, Serene Senedra Ranch (the "**Serene Deeds**"). Serene Sendera Ranch LP ("**Serene LP**") is a related party to Windridge LLC and is controlled by Allan Lind. Attached hereto as **Appendix "D"** is the Certificate of Formation of a Limited Partnership of Serene LP.
46. The Monitor is unaware of any consideration paid for the transfers made by Windridge A2A Development, LLC to Serene LP. The Serene Deeds were signed by Allan Lind as director. They were acknowledged by Nicholas M. Lind, who the Monitor understands to be the son of Allan Lind. A subsequent assignment by Serene LP of one lot was signed by Allan Lind and purportedly conveyed property to Nicholas M. Lind and Courtney L. Harden (the "**Subsequent Serene Deed**" and with the Serene Deeds, the "**Deeds**"). Copies of the Deeds are attached hereto as **Appendix "E"**.

47. In his Affidavit sworn December 13, 2024, Allan Lind claims that the transfers to Seren LP were erroneously deeded to Serene LP and that Dirk Foo is working to file a correction deed for those lots.<sup>3</sup> However, the granting of the Subsequent Deed indicates that those lots were not deeded erroneously but rather in an attempt to defraud the Investors, including by transferring property purportedly held for the benefit of the Investors, to Allan Lind's son.
48. In 2024, a portion of the Windridge real property was transferred to a newly formed limited partnership, the Hills of Windridge LP ("**Windridge Transfer LP**" and together with Properties LP, the "**Transfer LPs**"), for the purpose of facilitating the sale of that portion of the Windridge real property to the Tarrant Regional Water District (the "**TRWD**"). The sole general partner of the Windridge LP is Windridge A2A Developments, LLC and the sole limited partner is Dirk Foo, as Trustee of the Hills of Windridge Trust. Attached hereto as **Appendix "F"** is the Certificate of Formation of a Limited Partnership of Windridge Transfer LP.
49. In 2024, the Hills of Windridge LP sold a portion of Windridge to TRWD (the "**Water District Sale**"). According to the Minutes of a meeting of the Board of Directors of TRWD held on the 21<sup>st</sup> day of May 2024 the appraised value of the property sold pursuant to the Water District Sale was USD \$2,693,000. Management has declined the Monitor's request for a copy of the Agreement of Purchase and Sale related to the Water District Sale.
50. While Management has not provided the Monitor with an Offshore Investor list, none of the Canadian Investors contacted by the Monitor or Canadian Rep Counsel, nor the Offshore Investors contacted by the Monitor or Offshore Rep Counsel were informed that the Water District Sale had occurred, nor did they have the opportunity to vote or participate in any way in respect of the sale.
51. Attached hereto as **Appendix "G"** is a title commitment dated June 25, 2024 (the "**Windridge Title Commitment – June**") which shows title to the Windridge is

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<sup>3</sup> Affidavit of Allan Lind sworn December 13, 2024 at para 43.

vested in Windridge A2A Developments, LLC, Dirk Foo as Trustee of the Hills of Windridge Trust, and as to certain individual lots, various third-party purchasers. Attached hereto as **Appendix "H"** is a title commitment obtained by the Monitor's US Counsel dated September 23, 2024 for a certain portion of Windridge (the "**Windridge Title Commitment - September**" and together with the Windridge Title Commitment – June and the Fossil Creek Title Commitment, the "**Title Commitments**") which shows title to such portion to be vested in TRWD and Dirk Foo as Trustee of the Hills of Windridge Trust.

52. Management advised the Monitor that proceeds from the Water District Sale were being held in a bank account owned by Windridge LP at Chase Bank in the State of Texas. Management refused to provide either branch number or account number for the above referenced bank account, nor is the Monitor aware of the actual sale price of the property in the Water District Sale.

#### **ACTIVITIES OF THE MONITOR**

53. On January 27, 2025, US conflicts counsel to the Monitor sent a letter to Chase Bank requesting that Chase Bank freeze all withdrawals and transfers from any and all accounts held by Chase Bank and owned by Fossil Creek A2A Developments, LLC, Windridge A2A Developments, LLC, Windridge LP and Properties LP (the "**Chase Letter**"). A copy of the Chase Letter is attached hereto as **Appendix "I"**.
54. On February 4, 2025, Chase Bank wrote to the Monitor's US conflicts counsel to advise that Chase Bank has placed a hold on three specific accounts held at Chase Bank and had been frozen (the "**Chase Response**"). The total value of the amounts held in all three accounts is USD \$2,796,460.80.
55. The Chase Response further indicated that no deposit accounts were found for Fossil Creek A2A Developments, LLC and that no accounts were found for Windridge A2A Developments, LLC. US conflicts counsel for the Monitor requested, and Chase Bank agreed to provide, the identity of the account holders of the frozen accounts in a subsequent response.

56. On February 12, 2025, Chase Bank provided an amended response to the Monitor's US conflicts counsel (the "**Amended Chase Response**") that provided the following information with respect to the three frozen accounts:

Account No.	Account Owner	Present Balance (USD)
8095	Trails of Fossil Creek Properties LP	\$2,791,065.98
6728	Hills of Windridge LP	\$5,294.82
7680	Hills of Windridge LP	\$100.00

57. The Monitor assumes that the Water District Sale proceeds exceeded the approximately \$5,400 in the Chase accounts, given the appraised value. However, despite making inquiries of Management, the Monitor currently has no information as to where these funds may be located.
58. Copies of the Chase Response and the Amended Chase Response are attached hereto as **Appendix "J"**.

## US LITIGATION

59. In addition to the Investors, there are a number of judgment creditors who would benefit from the continued appointment of the Monitor over Fossil Creek and Windridge. The Monitor was already aware of the Global Forest Judgment (as defined below), but only became aware of the M3 Judgement (as defined below) following a request from the judgment creditor's counsel to be added to the service list. Furthermore, notwithstanding claims by Management that the Bedford Action (as defined below) was resolved in favour of A2A Group,<sup>4</sup> counsel to the plaintiffs in the Bedford Action has advised that that suit was resolved without prejudice at the request of the Plaintiff's.
60. On or about August 24, 2020, Global Forest, LLC and Forest Funding, LLC obtained a judgment against, inter alia, Fossil Creek LLC and Windridge LLC,

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<sup>4</sup> Affidavit of Allan Lind sworn November 21, 2024 at para 6(f).

jointly and severally, in the amount of USD \$3,844,256.50 (the "**Global Forest Judgment**"). Copies of the Global Forest Judgment and corresponding originating petition, as amended from time to time, are attached hereto as **Appendix "K"**.<sup>5</sup>

61. On or about September 1, 2023, M3 Fort Worth Developer, LLC and The Youngestone, LLC obtained a judgment for economic damages against, *inter alia*, Fossil Creek LLC and Windridge LLC, jointly and severally, in the amount of USD \$529,275.80. M3 Fort Worth Developer, LLC was also granted exemplary damages against Fossil Creek LLC and Windridge LLC in the amount of USD \$1,058,551.60 and The Youngestone, LLC was also granted exemplary damages against Fossil Creek LLC and Windridge LLC in the amount of USD \$1,008,408.80 (the "**M3 Judgment**"). Copies of the M3 Judgment and corresponding originating petition, as amended from time to time, are attached hereto as **Appendix "L"**.
62. On or about July 25, 2024, in response to the plaintiffs' request for dismissal, the United States District Court for the Northern District of Texas Fort Worth Division ("**Federal District Court**") issued a final judgment in an action brought by Yuk Fun Joanne Bedford, *et al.* (the "**Bedford Action**") dismissing the plaintiffs' claim without prejudice. Counsel to the plaintiffs' in the Bedford Action have advised that the suit was voluntarily dismissed in Federal District Court *without prejudice* so that the plaintiffs could commence an action in Texas State Court (the "**Texas Proceedings**") for jurisdictional purposes. A copy of the originating petition in the Texas Proceedings is attached hereto as **Appendix "M"**.
63. The originating petitions for each of the Global Forest Judgment, the M3 Judgment and the Bedford Action demonstrate the A2A Groups history of dubious transfers and misappropriation of funds. The numerous litigation proceedings commenced in the United States are indicative of the necessity for declaratory judgment as to the ownership of the Texas Assets as further detailed in the next section of this Report.

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<sup>5</sup> The Global Forest Judgment was vacated as against the Fossil Creek Trust due to failure to serve the trustee, Dirk Foo.

## **TEXAS PLAN**

### **Background**

64. Pursuant to the January Reasons, the Monitor was given 21 days from the date of the January Reasons to provide a plan for gaining control of the Texas Assets to the Court or the CCAA Proceedings will terminate in respect of the Windridge and Fossil Creek entities, including the US LLCs.
65. The Monitor has identified four categories of Texas Assets: the Windridge lands; the unsold Fossil Creek Lot; the proceeds of the Fossil Creek Sale; and the proceeds of the Water District Sale. However, the Monitor has not yet been able to definitively determine which entity has possession and ownership of each category of the Texas Assets as a consequence of both Management's efforts to conceal the assets from the Investors and the nature of the land title system in Texas.

### **Texas Land Title System**

66. The title system in Texas is a recording system. A recording system differs from a registration system, such as the Alberta Land Titles System, in that a recording system simply preserves information about real property ownership claims made rather than actively verifying and officially establishing ownership of real property.
67. Under a recording system, the registry will accept documents based on whether the document meets minimum recording requirements. Therefore, any person asserting an interest in real property can make a registration regardless of whether their ownership claim is meritorious or not. In jurisdictions that employ a registration system it is the responsibility of a potential purchaser of the real property to verify that the grantor of that real property is the true owner. Consequently, under a recording system, the purported record title holder may not necessarily be the true owner of the named real property if there are other competing instruments recorded purporting to claim an interest in such real property.
68. One way which potential purchasers of real property can obtain some certainty that

- the grantor of the real property is the true owner is by obtaining title insurance from a reputable title insurance company.
69. Title insurance insures a purchaser of real property against financial loss caused by defects in title to the real property, including claims of ownership by other parties. At closing, the title policy issued by the title company provides that insurance coverage.
70. Prior to closing, the title company will issue a title commitment, which enumerates the conditions of the title insurance, including by listing any potential issues, exclusions, or exceptions that will not be covered by the insurance policy. Title insurance offers protection for buyers and lenders from title defects or errors in the title history of the named real property.
71. A typical title commitment includes four main schedules:
- a) Schedule A shows, among other things, who is the legal owner of the property according to a search of the real property records.
  - b) Schedule B includes the exceptions, including any specific exceptions, to any title insurance policy to be issued. A specific exception is anything that affects the real property that is not standard in all title policies and can include restrictive covenants, easements, mineral severances, and setback requirements. Exceptions will not be covered by the title policy.
  - c) Schedule C lists items that must be addressed prior to closing in order for a title company to fund and issue its policies.
  - d) Schedule D lists the parties who have a share in any part of the title premium.
72. Here, the Title Commitments reveal an extraordinary degree of uncertainty regarding the present ownership of Windridge. Similar uncertainty regarding ownership existed on the Fossil Creek Title Commitment both before and after the



Fossil Creek Sale. Schedule B to the Title Commitments contains, among other exceptions, specific exceptions for the hundreds of restrictive covenants recording the fractional interests (as small as 1/4412th interest) of various purported purchasers in Fossil Creek and Windridge. Additionally, Schedule C to the Windridge Title Commitment – June lists another 276 items that need to be addressed in order for the title insurance company to insure title to Windridge.

73. Put plainly, these Title Commitments would make it practicably impossible to insure clear title to Fossil Creek and Windridge, because even the title company itself cannot be sufficiently certain who owns title to Fossil Creek and Windridge rendering the unsold real property not practically saleable in its current state.

### **Action Plan**

74. The following action plan is submitted pursuant to the Court's directive in paragraph 88 of the January Reasons to provide "a plan for gaining control of the Windridge lands and the proceeds of the sales of the Windridge lands and Fossil Creek lands to the Court." This action plan is particularly informed by the patent uncertainties surrounding the ownership of Fossil Creek and Windridge and the urgent need for an appropriate court proceeding in which to resolve the question of ownership.

### **Chapter 11 Case**

75. Pursuant to paragraph 84 of the ARIO, the Monitor is authorized to act as the foreign representative in respect of the CCAA Proceedings for the purpose of having the CCAA Proceedings recognized and approved outside the jurisdiction of Canada.
76. To obtain a definitive declaration of the owners of the Texas Assets and to allow the Monitor to bring actions for fraudulent conveyances to defeat Management's attempts to conceal the Texas Assets, the Monitor will cause the US LLCs to commence a voluntary chapter 11 case in the United States Bankruptcy Court for the Northern District of Texas for the purpose of initiating an adversary proceeding

and seeking judgment that Fossil Creek and Windridge are recoverable by the US LLCs as avoidable fraudulent transfers under 11 U.S.C. §§ 544 and 548 and related declaratory relief under 28 U.S.C. § 2201.

77. The Serene Deeds, among other indicia, suggest a history of fraudulent conveyances to insiders perpetrated by Management with respect to the Texas Assets; there is a demonstrable continuity of control among Windridge USA, Hills of Windridge Trust and Serene LP. Additionally, the Title Commitments demonstrate that there are significant title defects affecting Fossil Creek and Windridge which must be resolved in order for the land to be dealt with for the benefit of all stakeholders.
78. The avoidance powers of §§ 544 and 548 are available in a chapter 11 case but not a chapter 15 ancillary proceeding, thus necessitating the chapter 11 filing.
79. Initiating a case under chapter 11 (the "**Chapter 11 Case**") will:
  - a) allow the US LLCs to receive the full benefits of the automatic stay under chapter 11;
  - b) allow the Monitor, through the US LLCs as debtors in possession, to exercise the avoidance powers provided under chapter 5 of the US Bankruptcy Code to seek to avoid and recover for the benefit of their estates Fossil Creek, Windridge, and any other assets identified as fraudulent transfers;
  - c) allow the Monitor the use of the broad discovery tools and jurisdictional reach available under the US Bankruptcy Code to investigate and recover the evidence necessary to establish ownership of the real property and entitlement to, and where applicable the tracing of, the Fossil Creek Sale and Water District Sale proceeds; and
  - d) allow the Monitor, on behalf of the LLCs to seek declaratory and other relief regarding ownership of and entitlement to the Texas Assets.

80. Upon the commencement of the Chapter 11 Case, the US LLCs will instantly receive the protection of a broad statutory injunction known as the automatic stay (11 U.S.C. § 362(a)), which will act to bar any proceedings against the chapter 11 debtors or their assets. To the extent necessary or appropriate, the Monitor can also petition the US Bankruptcy Court to extend the reach of the automatic stay to enjoin actions against Fossil Creek, Windridge, the proceeds of the Fossil Creek Sale and the Water District Sale or other property pending adjudication of the related questions of ownership.
81. Upon initiating the Chapter 11 Case, the Monitor, on behalf of the US LLCs, will promptly commence one or more adversary proceedings to avoid and recover fraudulent transfers from Fossil Creek Trust, Hills of Windridge Trust, Properties LP, Windridge Transfer LP, Serene LP, Nicholas Lind, Dirk Foo in his capacity as trustee of the Hills of Windridge Trust and the Fossil Creek Trust, and any other person or entity that might assert ownership in any of the real property (the "**Adversary Proceedings**"). The commencement of the Adversary Proceedings will also allow the Monitor to file a *lis pendens* on the real property to constrain Management or any other person or entity from further conveying the real property until the question of ownership can be definitively adjudicated by the US Bankruptcy Court.
82. In addition to the relief sought pursuant to the Adversary Proceedings, the Monitor may seek additional declaratory relief as appropriate, including declaratory relief concerning ownership of the Windridge and entitlement to the Fossil Creek Sale and Water District sale proceeds.
83. Once the Adversary Proceedings have been fully adjudicated, the Monitor, on behalf of the US LLCs, can employ the powers of a debtor in possession under 11 U.S.C. § 363 to conduct an auction and sale of the recovered assets to realize the maximum value of those assets for the Investors and judgment creditors. At the conclusion of the sale, the proceeds can be distributed to creditors through the most efficient means possible, whether through a chapter 11 liquidating plan, conversion

of the Chapter 11 Case to a liquidation under chapter 7, or through the CCAA Proceedings, as appropriate.

84. The Monitor respectfully submits that the foregoing is the most effective and efficient strategy to adjudicate all questions of ownership of Fossil Creek, Windridge, and related assets and proceedings and ensure that those assets are returned to—or liquidated for the benefit of—their rightful owners.

#### **Debtor Companies' Rights**

85. In addition to all those actions that the Monitor can take on behalf of the US LLCs once the Chapter 11 Case has commenced, the Monitor may also take action to exercise or enforce the rights of any of the Debtor Companies and Affiliate Entities in contract or common law.
86. Pursuant to subparagraph 39(a)(xi) of the ARIO, the Monitor is empowered and authorized to exercise all rights of the Debtor Companies and Affiliated Entities.
87. The Fossil Creek LLC and Windridge LLC are each Facilitators under a Restrictive Covenant which has been recorded against title to the Fossil Creek and Windridge, respectively. Pursuant to these Restrictive Covenants the US LLCs are granted broad powers including the power to to execute, deliver and carry out all agreements which require implementation, delivery, or execution in connection with Fossil Creek and Windridge.
88. Fossil Creek LLC is the registered general partner for Properties LP and Windridge LLC is the registered general partner for Windridge Transfer LP (together with Properties LP, the "**Transfer LPs**"). As general partner, each of the US LLCs are granted broad powers to deal with the property of the Transfer LPs. The Debtor Companies have claimed that the US LLCs ceased to be general partners of the Transfer LPs upon the pronouncement of the Recognition Order, but as of the date hereof they have not presented any evidence of the same.

89. Finally, Windridge LP is a settlor of the Hills of Windridge Trust and Fossil LP is a settlor of the Fossil Creek Trust (and together with Hills of Windridge Trust, the "**Sales Trusts**"). The Monitor has all of the rights of Windridge LP and Fossil LP under the Sales Trust agreements and common law with respect to the Sales Trusts.
90. In addition to the Chapter 11 Case, the Monitor intends to exercise any and all rights necessary under the Restrictive Covenants, the Properties LP limited partnership agreement, the Windridge Transfer LP limited partnership agreement and the Sales Trust agreements.

## **CONCLUSION**

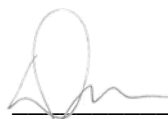
91. As found by Justice Feasby in the January Reasons, Management's general disregard for Investor rights demonstrates their inability (even if they were willing) to realize on the properties and make distributions that are fair to all investors. The level of complexity surrounding the various transactions, in part demonstrated through the unintelligible ownership rights reflected on the Title Commitments, render ordinary civil remedies inadequate in the circumstances.
92. The Monitor is of the view, after consulting at length with both its Canadian and US Counsel, that due to the unique circumstances of this case, the tools available in the Chapter 11 Case represent the best, and likely only efficient way of capturing the Windridge and Fossil Creek properties and the remaining sale proceeds generated therefrom.

All of which is respectfully submitted this 19<sup>th</sup> day of February, 2025.

**ALVAREZ & MARSAL CANADA INC.,  
in its capacity as Monitor of A2A Capital Services Canada Inc., Serene Country  
Homes (Canada) Inc., A2A Developments Inc., and the other entities listed in  
Appendix "A" hereto  
and not in its personal or corporate capacity**



Orest Konowalchuk, CPA, CA, CIRP, LIT  
Senior Vice-President



Duncan MacRae, CPA, CA, CIRP, LIT  
Vice-President

## **APPENDIX "A"**

### **Debtors**

#### **Canadian Entities**

- A2A CAPITAL SERVICES CANADA INC.
- SERENE COUNTRY HOMES (CANADA) INC. <sup>1</sup>
- A2A DEVELOPMENTS INC. <sup>2</sup>
- ANGUS A2A GP INC.
- ANGUS MANOR PARK A2A DEVELOPMENTS INC. <sup>3</sup>
- ANGUS MANOR PARK CAPITAL CORP.
- ANGUS MANOR PARK A2A GP INC.
- FOSSIL CREEK A2A GP INC.
- HILLS OF WINDRIDGE A2A GP INC.

#### **US Entities**

- FOSSIL CREEK A2A DEVELOPMENTS, LLC <sup>4</sup>
- WINDRIDGE A2A DEVELOPMENTS, LLC <sup>5</sup>

### **Affiliate Entities**

#### **Canadian Entities**

- ANGUS A2A LIMITED PARTNERSHIP
- ANGUS MANOR PARK A2A LIMITED PARTNERSHIP
- FOSSIL CREEK A2A TRUST
- HILLS OF WINDRIDGE A2A TRUST
- FOSSIL CREEK A2A LIMITED PARTNERSHIP
- HILLS OF WINDRIDGE A2A LIMITED PARTNERSHIP

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<sup>1</sup> f/k/a A2A CAPITAL MANAGEMENT INC.

<sup>2</sup> f/k/a A2A MEAFORD INC.

<sup>3</sup> f/k/a 2327812 ONTARIO INC.

<sup>4</sup> f/k/a RIVERS EDGE A2A DEVELOPMENTS, LLC

<sup>5</sup> f/k/a WHITE SETTLEMENT A2A DEVELOPMENTS, LLC

# APPENDIX B

**Form 207**

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709

Filing Fee: \$750

**Certificate of Formation  
Limited Partnership**

Filed in the Office of the  
Secretary of State of Texas  
Filing #: 805617417 07/09/2024  
Document #: 1379924900002  
Image Generated Electronically  
for Web Filing

**Article 1 - Entity Name and Type**

The filing entity being formed is a limited partnership. The name of the entity is:

**TRAILS OF FOSSIL CREEK PROPERTIES LP**

The name must contain the words "Limited Partnership," or "Limited," or the abbreviation "L.P.," "LP," or "Ltd." The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

**Article 2 - Principal Office**

The address of the principal office in the United States where records of the partnership are to be kept or made available is set forth below:

**6021 MORISS RD STE 111, FLOWER MOUND, TX, USA 75028-3764**

**Article 3 – Registered Agent and Registered Office**

☐ A. The initial registered agent is an organization (cannot be limited partnership named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

**NICHOLAS LIND**

C. The business address of the registered agent and the registered office address is:

Street Address:

**6021 MORISS RD STE 111 FLOWER MOUND TX 75028-3764**

**Consent of Registered Agent**

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

**Article 4 - General Partner Information**

The name and address of each general partner are as follows:

General Partner 1: (Business Name) **FOSSIL CREEK A2A DEVELOPMENTS, LLC**

Address: **6021 MORISS RD STE 111 FLOWER MOUND TX, USA 75028-3764**

**Supplemental Provisions / Information**

[The attached addendum, if any, is incorporated herein by reference.]

**Effectiveness of Filing**

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR



☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Initial Mailing Address**

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

**6021 MORISS RD STE 111  
FLOWER MOUND, TX 75028-3764  
USA**

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Signature of General Partner 1: **FOSSIL CREEK A2A DEVELOPMENTS, LLC by ALLAN LIND, Director**

**FILING OFFICE COPY**

# APPENDIX C

# KENSINGTON VANGUARD

N A T I O N A L L A N D S E R V I C E S

January 2, 2025

Re: Title Number: 5218793-F-TX-MP-BCK  
Premises: West Bonds Ranch Road, Fort Worth, TX 76131  
County: Tarrant  
Buyer: Buyer or Borrower identified in the purchase contract and/or loan agreement associated with the transaction proposed to be insured by the Company.  
Seller: Fossil Creek Trust

Dear Sir/Madam,

With reference to the above captioned matter, enclosed herewith please find our Title Commitment.

If you have any questions regarding same, please contact our office.

We look forward to working with you on this transaction.

Thank you.

Transaction Contacts:

Heather Niedens / [hniedens@kvnational.com](mailto:hniedens@kvnational.com)

5218793-F-TX-MP-BCK


 <b>First American Title™</b>	<b>Commitment for Title Insurance (T-7)</b>
<b>Commitment</b>	ISSUED BY <b>First American Title Insurance Company</b>

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A** AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We **FIRST AMERICAN TITLE INSURANCE COMPANY** will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

**First American Title Insurance Company**



Kenneth D. DeGiorgio  
President



Lisa W. Cornehl  
Secretary

**Commitment for Title Insurance**  
(Continued)

Kensington Vanguard National Land Services of  
TX, LLC

By:

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

\_\_\_\_\_  
Authorized Signatory

## TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y enterarlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-632-1642 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

### **CONDITIONS AND STIPULATIONS**

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

	<b>First American Title™</b>	<b>Commitment for Title Insurance (T-7)</b>
		ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>		

Effective Date: December 3, 2024 at 08:00 AM

GF No.: 5218793-F-TX-MP-BCK

Commitment No.: 5218793-F-TX-MP-BCK, issued: January 2, 2025 at 08:00 AM.

1. The policy or policies to be issued are:

- (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: \$10,000.00

PROPOSED INSURED: Buyer or Borrower identified in the purchase contract and/or loan agreement associated with the transaction proposed to be insured by the Company.

- (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
-ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:

PROPOSED INSURED:

- (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount: \$10,000.00

PROPOSED INSURED: Lender with contractual obligations under a loan agreement with the proposed borrower associated with the proposed Mortgage to be insured, and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions.

Proposed Borrower: Buyer or Borrower identified in the purchase contract and/or loan agreement associated with the transaction proposed to be insured by the Company.

- (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:

PROPOSED INSURED:

Proposed Borrower:

- (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:

PROPOSED INSURED:

Proposed Borrower:

- (f) OTHER

Policy Amount:

PROPOSED INSURED:

(This Schedule A is valid only when Cover, Schedule B, C, and D are attached)



## SCHEDULE A

(Continued)

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

Bloomfield Homes, L.P., a Texas limited partnership (as to [Tract 1, Tract 2 and Tract 4](#));  
Foo Tiang Meng Dirk Robert, Trustee of the Fossil Creek Trust (as to [Tract 3-01](#) [Tract 3-04](#))

4. Legal description of land:

SEE LEGAL DESCRIPTION ATTACHED HERETO

(This Schedule A is valid only when Cover, Schedule B, C, and D are attached)

 <b>First American Title™</b>	<b>Commitment for Title Insurance (T-7)</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Legal Description</b>	

GF No.: 5218793-F-TX-MP-BCK

Legal description of the land:

Tract 1: Being a tract of land located in the Henry Robertson survey, Abstract No. 1259, being all of a tract of land described as "Tract 1" in a deed to FOSSIL CREEK A2A Developments, LLC, recorded in Instrument Number D213233020, official public records, Tarrant County, Texas (O.P.R.T.C.T.), in a deed to FOSSIL CREEK A2A, LP, recorded in Instrument Number D215096288, O.P.R.T.C.T., and in a deed to Foo Tian Meng Dirk Robert, recorded in Instrument Number D215101532, O.P.R.T.C.T, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod found with a cap stamped "Beasley" in the South right-of-way line of West Bonds Ranch Road (a 120' right-of-way), said iron rod being the Northwest corner of said Tract 1 and the Northeast corner of Lot 6, Block 3, FOSSIL HILL ESTATES, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Cabinet A, Slide 6756, Plat records, Tarrant County, Texas (P.R.T.C.T.);

Thence N 89° 47' 15" E, along the North line of said Tract 1 and the South right-of-way line of said West bonds ranch road, a distance of 746.51 feet to a 1/2" iron rod found with a cap stamped "JBI", being the Northeast corner of said Tract 1 and the intersection of the South right-of-way line of said West bonds ranch road with the West right-of-way line of FOSSIL SPRINGS DRIVE (a variable width right-of-way);

Thence along the East line of said Tract 1 and the West right-of-way line of said FOSSIL SPRINGS DRIVE as follows:

- 1) S 00° 27' 18" E, a distance of 160.00 feet to a 1/2" iron rod found with a cap stamped "JBI";
- 2) S 08° 25' 11" E, a distance of 101.03 feet to a 1/2" iron rod found with a cap stamped "JBI";
- 3) S 00° 27' 18" E, a distance of 90.00 feet to a 1/2" iron rod found with a cap stamped "JBI";
- 4) S 44° 39' 59" W, a distance of 14.11 feet to a 1/2" iron rod found with a cap stamped "JBI";
- 5) S 00° 27' 18" E, a distance of 50.00 feet to a 1/2" iron rod found with a cap stamped "JBI";
- 6) S 45° 20' 01" E, a distance of 14.17 feet to a 1/2" iron rod found with a cap stamped "JBI";
- 7) S 00° 27' 18" E, a distance of 90.00 feet to a 1/2" iron rod found with a cap stamped "JBI", being the Southeast corner of said Tract 1 and the Northeast corner of Lot 22, Block C, TRAILS OF FOSSIL CREEK PHASE 1, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in cabinet A, slide 10235, P.R.T.C.T.;

Thence S 89° 47' 15" W, departing the West right-of-way line of said FOSSIL SPRINGS DRIVE, along the most Easterly South line of said Tract 1 and the North line of said Block C, a distance of 610.51 feet to a 1/2" iron rod set with a cap stamped "Wier & Assoc Inc", being the Northwest corner of Lot 12 of said Block C and the Northeast corner of pumice drive (a 50' right-of- way);

Thence S 89° 32' 42" W, continuing along the most Easterly South line of said Tract 1 and the North right-of-way line of said pumice drive, a distance of 50.00 feet to a point, being the Northwest corner of said pumice drive and an ell corner of said Tract 1, from which a 1/2" iron rod found bears N 22° 46' 00" W, 0.2 feet;

Thence S 00° 27' 18" E, along the West right-of-way line of said pumice drive, a distance of 2.08 feet to a point, being the most Westerly Southeast corner of said Tract 1 and the Northeast corner of Lot 33, Block B, TRAILS OF FOSSIL CREEK, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Instrument Number D211218689, O.P.R.T.C.T.;

Thence S 89° 32' 42" W, departing the West right-of-way line of said pumice drive, along the most Westerly South line of said Tract 1 and the North line of said Lot 33, a distance of 100.00 feet to a point in the East line of said Block 3, FOSSIL HILL ESTATES, said point being the Southwest corner of said Tract 1 and the Northwest corner of said Lot 33;

## LEGAL DESCRIPTION

(Continued)

Thence N 00° 27' 18" W, along the West line of said Tract 1 and the East line of said Block 3, a distance of 512.72 feet to the Place of Beginning and containing 8.829 acres (384,577 square feet) of land, more or less.

Tract 2: Being a tract of land located in the Henry Robertson survey, abstract no. 1259, being all of a tract of land described as "Tract 3" in a deed to FOSSIL CREEK A2A Developments, LLC, recorded in Instrument Number D213233020, official public records, Tarrant County, Texas, (O.P.R.T.C.T.), in a deed to Fossil Creek A2A, LP, recorded in Instrument Number D215096288, O.P.R.T.C.T., and in a deed to Foo Tiang Meng Dirk Robert, recorded in Instrument Number D215101532, O.P.R.T.C.T., and being more particularly described as follows:

Beginning at a 1/2" iron rod found with a cap stamped "JBI", being the Northwest corner of said Tract 3 and the intersection of the South right-of-way line of West Bonds Ranch Road (a 120' right-of-way) with the East right-of-way line of fossil springs drive (a variable width right-of-way);

Thence N 89° 47' 15" E, along the North line of said Tract 3 and the South right-of-way line of said West bonds ranch road, a distance of 1197.90 feet to a 1/2" iron rod set with a cap stamped "Wier & Assoc Inc", being the Northeast corner of said Tract 3 and the most Northerly Northwest corner of a tract of land described in a deed to Marvin Klein recorded in Instrument Number D204216230, O.P.R.T.C.T.;

Thence S 01° 08' 22" W, along the East line of said Tract 3 and the West line of Klein Tract, a distance of 760.21 feet to a 1/2" iron rod set with a cap stamped "Wier & Assoc Inc", being the Southeast corner of said Tract 3 and the Northeast corner of a tract of land described in a deed to C20 development, LLC, recorded in Instrument Number D220192895, O.P.R.T.C.T.;

Thence S 89° 47' 15" W, departing the West line of said Klein tract and along the South line of said Tract 3, the North line of said C20 Tract, and the North line of Block LL, TRAILS OF FOSSIL CREEK, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in Instrument Number D216178816, O.P.R.T.C.T., a distance of 1200.83 feet to a 1/2" iron rod found with a cap stamped "Burns Surveying" in the East right-of-way line of said fossil springs drive, said iron rod being the Southwest corner of said Tract 3 and the Northwest corner of Lot 1 of said Block LL;

Thence along the West line of said Tract 3 and the East right-of-way line of said fossil springs drive as follows:

- 1) N 08° 23' 39" E, a distance of 5.16 feet to a 1/2" iron rod set with a cap stamped "Wier & Assoc Inc", being the beginning of a curve to the left;
- 2) Northerly, an arc length of 85.34 feet along said curve to the left, having a radius of 780.00 feet, a delta angle of 06° 16' 07", and a chord bearing of N 05° 15' 35" E, 85.29 feet to a 1/2" iron rod found with a cap stamped "JBI";
- 3) N 45° 46' 22" E, a distance of 14.39 feet to a 1/2" iron rod found with a cap stamped "JBI", being beginning of a non-tangent curve to the left;
- 4) Northerly, an arc length of 25.17 feet along said curve to the left, having a radius of 790.00 feet, a delta angle of 01° 49' 31", and a chord bearing of N 00° 27' 28" E, 25.17 feet to a 1/2" iron rod set with a cap stamped "Wier & Assoc Inc";
- 5) N 00° 27' 18" W, a distance of 24.83 feet to a 1/2" iron rod found with a cap stamped "JBI";
- 6) N 45° 20' 01" W, a distance of 14.17 feet to a 1/2" iron rod set with a cap stamped "Wier & Assoc Inc";
- 7) N 00° 27' 18" W, a distance of 340.00 feet to a 1/2" iron rod found with a cap stamped "JBI";
- 8) N 07° 31' 09" E, a distance of 100.92 feet to a point in a wall;
- 9) N 00° 27' 18" W, a distance of 160.00 feet to the Place of Beginning and containing 20.888 acres (909,887 square feet) of land, more or less.

Tract 3: Being a tract of land out of the H. Robertson Survey, Abstract No. 1259, located in the City of Fort Worth, Tarrant County, Texas, and being a part of that 221.457 acre tract of land described in deed to MDC-The Trails Limited Partnership, recorded in Document No. D205076774, Tarrant County Deed Records, and being further described as follows:

Beginning at a 1/2 inch iron rod found for the northwest corner of Lot 21, Block FF of Trails of Fossil Creek, Phase 1, an addition to the city of Fort Worth as recorded in Cabinet A. Page 10235, Tarrant County Plat Records, said point being located in the east line of Fossil Springs Drive (a variable width right-of-way);

Thence along the east line of said Fossil Springs Drive as follows:

## LEGAL DESCRIPTION

(Continued)

Northeasterly, 91.39 feet along a curve to the left having a central angle of 10 degrees 41 minutes 09 seconds, a radius of 490.00 feet, a tangent of 45.83 feet, whose chord bears North 12 degrees 47 minutes 09 seconds East, 91.25 feet to a one-half inch iron rod found for corner;

North 50 degrees 06 minutes 13 seconds East, 14.57 feet to a one-half inch iron rod found for corner;

North 03 degrees 20 minutes 57 seconds East, 50.00 feet to a one-half inch iron rod found for corner;

North 43 degrees 20 minutes 03 seconds West, 14.55 feet to a one-half inch iron rod found for corner;

North 00 degrees 10 minutes 00 seconds West, 185.00 feet to a one-half inch iron rod found for corner;

North 44 degrees 57 minutes 17 seconds East, 14.11 feet to a one-half inch iron rod found for corner;

North 00 degrees 10 minutes 00 seconds West, 50.00 feet to a one-half inch iron rod found for corner;

North 45 degrees 02 minutes 43 seconds West, 14.17 feet to a one-half inch iron rod found for corner;

North 00 degrees 10 minutes 00 seconds West, 185.00 feet to a one-half inch iron rod found for corner;

North 44 degrees 57 minutes 17 seconds East, 14.11 feet to a one-half inch iron rod found for corner;

North 00 degrees 10 minutes 00 seconds West, 50.00 feet to a one-half inch iron rod found for corner;

North 45 degrees 02 minutes 43 seconds West, 14.17 feet to a one-half inch iron rod found for corner;

North 00 degrees 10 minutes 00 seconds West, 31.81 feet to a one-half inch iron rod found for corner;

Northeasterly, 111.20 feet along a curve to the right having a central angle of 08 degrees 50 minutes 57 seconds, a radius of 720.00 feet, a tangent of 55.71 feet, whose chord bears North 04 degrees 15 minutes 28 seconds East, 111.09 feet to a one-half inch iron rod found for corner;

North 08 degrees 40 minutes 57 seconds East, 37.93 feet to a one-half inch iron rod found for corner;

North 49 degrees 22 minutes 45 seconds East, 15.16 feet to a one-half inch iron rod found for corner;

South 89 degrees 55 minutes 27 seconds East, 9.63 feet to a one-half inch iron rod found for corner;

North 00 degrees 04 minutes 33 seconds East, 50.00 feet to a one-half inch iron rod found for corner;

North 89 degrees 55 minutes 27 seconds West, 2.06 feet to a one-half inch iron rod found for corner;

North 40 degrees 37 minutes 15 seconds West, 13.04 feet to a one-half inch iron rod found for corner;

North 08 degrees 40 minutes 57 seconds East, 91.14 feet to a one-half inch iron rod found for corner;

Thence South 89 degrees 55 minutes 27 seconds East, 804.71 feet to a one-half inch iron rod found for corner in the east line of said 221.457 acre tract of land, said point being the northwest corner of Drill Site #1, as recorded in Document No. D205076774, Tarrant County deed Records;

Thence with the east line of said 221.457 acre tract of land as follows:

South 00 degrees 04 minutes 33 seconds West, 500.00 feet to a one-half inch iron rod found for the southwest corner of said Drill Site #1;

South 89 degrees 55 minutes 27 seconds East, 384.32 feet to a one-half inch iron rod found for the southeast corner of said Drill Site #1;

South 01 degrees 25 minutes 40 seconds West, 534.73 feet to a one-half inch iron rod found for the northeast corner of Lot 15, Block GG of said Trails of Fossil Creek, Phase 1;

Thence North 88 degrees 34 minutes 20 seconds West, 120.00 feet to a one-half inch iron rod found for the northwest corner of said Lot 15, said point being located in the east line of Talus Drive (a 50 foot right-of-way);

Thence North 01 degrees 25 minutes 40 seconds East, 31.76 feet with the east line of said Talus Drive to a one-half inch iron rod found for corner;

Thence North 89 degrees 55 minutes 49 seconds West, 506.79 feet to a one-half inch iron rod found for corner in the north line of Block FF of said Trails of Fossil Creek, Phase 1;

Thence along the north line of said Block FF as follows:

South 87 degrees 54 minutes 28 seconds West, 408.06 feet to a one-half inch iron rod found for corner;

North 89 degrees 39 minutes 03 seconds West, 202.76 feet to the Point of beginning and containing 1,033,620 square feet or 23.729 acres of land.

Tract 4: Being all of a tract of land located in the Henry Robertson survey, Abstract No. 1259, Tarrant County, Texas, being all of a tract of land described as "Tract 4" in a deed to FOSSIL CREEK A2A Developments, recorded in Instrument Number D213233020, official public records, Tarrant County, Texas, (O.P.R.T.C.T.), in a deed to FOSSIL CREEK A2A, LP, recorded in Instrument Number D215096288, O.P.R.T.C.T., and in a deed to Foo Tiang Meng Dirk Robert, recorded in

## LEGAL DESCRIPTION

(Continued)

Instrument Number D215101532, O.P.R.T.C.T., and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod found with a cap stamped "JBI" in a West line of a tract of land described in a deed to Marvin Klein, recorded in Instrument Numbers D204216230, O.P.R.T.C.T., said iron rod being the Northeast corner of said Tract 4 and the Southeast corner of a tract of land described as "drill site #2" in Exhibit C of a deed recorded in Instrument Number D205076774, O.P.R.T.C.T.;

Thence S 01° 08' 22" W, along a West line of said Klein tract and the most Easterly East line of said Tract 4, a distance of 2239.18 feet to a 1/2" iron rod found with a cap stamped "JBI", being the most Easterly Southeast corner of said Tract 4 and the Northeast corner of a tract of land described as "Drill Site #3" in Exhibit C of said deed recorded in Instrument Number D205076774, O.P.R.T.C.T.;

Thence S 88° 57' 12" W, along the North line of said drill site # 3 and the South line of said Tract 4, a distance of 400.29 feet to a 1/2" iron rod found with a cap stamped "JBI", being the Northwest corner of said drill site # 3;

Thence S 00° 12' 45" E, along the West line of said drill site # 3 and the most Southerly East line of said Tract 4, a distance of 273.51 feet to a 1/2" iron rod found with a cap stamped "JBI", being the South corner of said Tract 4 and in the East line of Lot 49, Block T, TRAILS OF FOSSIL CREEK, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Instrument Number D214089646, O.P.R.T.C.T.;

Thence along the West line of said Tract 4 and the East line of said Block T as follows:

- 1) N 35° 03' 54" W, a distance of 191.47 feet to a 1/2" iron rod found with a cap stamped "JBI", being the beginning of a non-tangent curve to the right;
- 2) Northwesterly, an arc length of 109.09 feet along said curve to the right, having a radius of 50.00 feet, a delta angle of 125° 00' 35", and a chord bearing of N 31° 10' 22" W, 88.71 feet to a 1/2" iron rod with a cap (illegible);
- 3) N 35° 53' 54" W, a distance of 112.77 feet to a 1/2" iron set with a cap stamped "Wier & Assoc Inc";
- 4) N 54° 06' 06" E, a distance of 260.00 feet to a 1/2" iron rod found with a cap stamped "JBI", being the beginning of a non-tangent curve to the right;
- 5) Northwesterly, an arc length of 139.15 feet along said curve to the right, having a radius of 325.00 feet, a delta angle of 24° 31' 53", and a chord bearing of N 31° 50' 57" W, 138.09 feet to a 1/2" iron rod found with a cap stamped "JBI";
- 6) N 19° 35' 01" W, a distance of 23.19 feet to a 1/2" iron rod found with a cap stamped "JBI";
- 7) S 54° 06' 06" W, a distance of 104.20 feet to a 1/2" iron set with a cap stamped "Wier & Assoc Inc";
- 8) N 19° 35' 01" W, a distance of 378.63 feet to a 1/2" iron rod found with a cap stamped "JBI";
- 9) N 70° 24' 59" E, a distance of 100.00 feet to a 1/2" iron set with a cap stamped "Wier & Assoc Inc";
- 10) N 19° 35' 01" W, a distance of 877.83 feet to a 1/2" iron rod found with a cap stamped "JBI" in the East line of a tract of land described in a deed to the City of Fort Worth, recorded in Instrument Number D211295346, O.P.R.T.C.T., said iron rod being the beginning of a non-tangent curve to the right;

Thence along the West line of said Tract 4 and the East line of said City of Fort worth tract as follows;

- 1) Northwesterly, an arc length of 32.18 feet along said curve to the right, having a radius of 50.00 feet, a delta angle of 36° 52' 12", and a chord bearing of N 38° 01' 07" W, 31.62 feet to a 1/2" iron rod found with a cap stamped "JBI";
- 2) N 19° 35' 01" W, a distance of 280.00 feet to a 1/2" iron rod found with a cap stamped "JBI", being the beginning of a curve to the right;
- 3) Northwesterly an arc length of 32.18 feet along said curve to the right, having a radius of 50.00 feet, a delta angle of 36° 52' 12", and a chord bearing of N 01° 08' 55" W, 31.62 feet to a 1/2" iron rod found with a cap stamped "JBI";
- 4) N 19° 35' 01" W, a distance of 170.00 feet to a 1/2" iron rod found with a cap stamped "JBI", being the most Westerly Northwest corner of said Tract 4 and the Southwest corner of fossil hollow drive (a 50' right-of-way);

Thence N 70° 24' 59" E, along the South right-of-way line of said fossil hollow drive, a distance of 50.00 feet to a 1/2" iron rod found with a cap stamped "JBI" in the West line of Lot 1, Block BB, said TRAILS OF FOSSIL CREEK, an addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 10235, plat records, Tarrant County, Texas (P.R.T.C.T.), said iron rod being the Southeast corner of said fossil hollow drive;

Thence S 19° 35' 01" E, along the West line of said Lot 1, a distance of 90.00 feet to a 1/2" iron rod found with a cap stamped "J S Cole 5411", being the Southwest corner of said Lot 1;

## LEGAL DESCRIPTION

(Continued)

Thence along a North line of said Tract 4 and the South line of said Block Bb as follows;

- 1) Thence N 70° 24' 59" E, a distance of 6.69 feet to a 1/2" iron set with a cap stamped "Wier & Assoc Inc", being the beginning of a curve to the right;
- 2) Northeasterly, an arc length of 473.33 feet along said curve to the right, having a radius of 1400.00 feet, a delta angle of 19° 22' 16", and a chord bearing of N 80° 06' 07" E, 471.07 feet to a 1/2" iron set with a cap stamped "Wier & Assoc Inc";
- 3) N 89° 47' 15" E, a distance of 183.05 feet to a 1/2" iron set with a cap stamped "Wier & Assoc Inc", being the Southeast corner of Lot 13 of said Block BB;

Thence N 00° 12' 45" W, along the East line of said Lot 13, a distance of 100.00 feet to a 1/2" iron set with a cap stamped "Wier & Assoc Inc", being the Northeast corner of said Lot 13 and in the South right-of-way of chalkstone drive (a 50' right-of-way);

Thence N 89° 47' 15" E, along a North line of said Tract 4 and the South Right-of-Way line of said chalkstone drive a distance of 11.51 feet to a 1/2" iron set with a cap stamped "Wier & Assoc Inc", being the intersection of the South right-of-way line of said chalkstone drive with the East Right-of-Way line of onyx drive (a 50' Right-of-Way);

Thence along the most Northerly West line of said Tract 4 and the East Right-of-Way line of said onyx drive as follows:

- 1) N 00° 12' 45" W, a distance of 50.00 feet to a 1/2" iron rod found with a cap stamped "JBI";
- 2) N 45° 12' 45" W, a distance of 14.14 feet to a 1/2" iron rod found with a cap (illegible);
- 3) N 00° 12' 45" W, a distance of 90.00 feet to a 1/2" iron rod found with a cap stamped "JBI", being the most Northerly Northwest corner of said Tract 4 and the Southwest corner of said drill site # 2;

Thence N 89° 47' 15" E, along the most Northerly North line of said Tract 4 and the South line of said drill site # 2, a distance of 386.80 feet to the Place of Beginning and containing 38.015 acres (1,655,937 square feet) of land, more or less.

 <b>First American Title™</b>	<b>Commitment for Title Insurance (T-7)</b>  <small>ISSUED BY</small> <b>First American Title Insurance Company</b>
<b>Schedule B</b>	

GF No.: 5218793-F-TX-MP-BCK

**EXCEPTIONS FROM COVERAGE**

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

1. The following restrictive covenants of record itemized below:  
  
See Item 10 (a) below
  
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
  
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
  
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)
  
5. Standby fees, taxes and assessments by any taxing authority for the year 2024, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2024, and subsequent years.")
  
6. The terms and conditions of the documents creating your interest in the land.

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

## **SCHEDULE B**

(Continued)

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a Binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)



## SCHEDULE B

(Continued)

- a. Any covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604 {c}. County Clerk's File Nos. [D203444504](#), [D205076774](#), [D205221958](#), [D206200118](#), [D209103714](#), [D212269393](#), [D213121423](#), [D213135742](#), [D213214704](#), [D214046309](#), [D213236766](#), [D213286352](#), [D213286355](#), [D213286358](#), [D213286362](#), [D213286365](#), [D213286368](#), [D213286371](#), [D213286424](#), [D213286428](#), [D213286432](#), [D213286436](#), [D213286440](#), [D213286443](#), [D213286446](#), [D213286449](#), [D213286454](#), [D213286457](#), [D213286461](#), [D213286465](#), [D213286468](#), [D213286472](#), [D213286475](#), [D213286479](#), [D213286483](#), [D213286488](#), [D213286495](#), [D213286497](#), [D213286500](#), [D213299964](#), [D213299967](#), [D213299970](#), [D213299973](#), [D213299975](#), [D213299978](#), [D213299981](#), [D213299984](#), [D213299988](#), [D213299992](#), [D213300168](#), [D213300171](#), [D213300174](#), [D213300177](#), [D213300181](#), [D213300185](#), [D213300188](#), [D213300191](#), [D213313422](#), [D213313425](#), [D213313428](#), [D213313431](#), [D213318187](#), [D213318190](#), [D213318194](#), [D213318197](#), [D213318200](#), [D213318203](#), [D213318207](#), [D213318210](#), [D213318214](#), [D213318217](#), [D213318221](#), [D213318224](#), [D213318228](#), [D213318231](#), [D213318235](#), [D213318239](#), [D213318317](#), [D213318322](#), [D213318325](#), [D213318328](#), [D213318330](#), [D213318333](#), [D213318337](#), [D213318340](#), [D213318343](#), [D213318347](#), [D213318350](#), [D213318353](#), [D213318356](#), [D213318359](#), [D213318362](#), [D213318366](#), [D213318385](#), [D213318388](#), [D213318391](#), [D213318394](#), [D213318397](#), [D213318400](#), [D213318403](#), [D213318406](#), [D213318409](#), [D213318412](#), [D213318416](#), [D213318419](#), [D213318422](#), [D213318466](#), [D213318470](#), [D213318473](#), [D213318477](#), [D213318482](#), [D213318486](#), [D213318489](#), [D213318493](#), [D213318496](#), [D213318499](#), 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(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

## SCHEDULE B

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[D215096286](#), [D215096289](#), [D215096292](#) and [D215096295](#) of the Official Public Records of Tarrant  
County, Texas.

- b. Maintenance Charge/Assessments as provided for in instrument(s) recorded in County Clerk's File No. [D205221958](#), of the Official Public Records of Tarrant County, Texas. Subordination to (a) bona fide mortgage or deed of trust liens for purchase money and/or home improvement purposes placed upon a Lot in which event the Association's lien shall automatically become subordinate and inferior to such lien; (b) liens for taxes or other public charges as are by applicable law made superior to the Association's lien; and (c) such other liens about which the Board may, in the exercise of its reasonable discretion, elect to voluntarily subordinate the Association's lien; provided, however, such subordination shall apply only to (i) the Assessments which have been due and payable prior to the foreclosure sale (whether public or private) of such Lot pursuant to the terms and conditions of any such mortgage or deed of trust or tax lien; and (ii) the permitted lien on the Lot alone contained therein.
- c. Rights of Parties in Possession. (OWNER POLICY ONLY)
- d. Visible and apparent easements on or across property described in Schedule A.

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

## SCHEDULE B

(Continued)

- e. Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not.
- f. Easement: Permanent Channel  
Recorded: March 02, 1955 in [Volume 2827, Page 583](#), of the Deed Records, Tarrant County, Texas.
- g. Easement: Roadway  
Recorded: March 02, 1955 in [Volume 2827, Page 585](#), of the Deed Records, Tarrant County, Texas.
- h. Easement: Electric Distribution Line  
Recorded: March 19, 1959 in [Volume 3302, Page 413](#), of the Deed Records, Tarrant County, Texas.
- i. Easement: Electric Distribution Line  
Recorded: August 19, 1959 in [Volume 3355, Page 630](#), of the Deed Records, Tarrant County, Texas.
- j. Easement: Electric Distribution Line  
Recorded: June 04, 1962 in [Volume 3686, Page 668](#), of the Deed Records, Tarrant County, Texas.
- k. Easement: Permanent Channel  
Recorded: April 01, 1966 in [Volume 4195, Page 207](#), of the Deed Records, Tarrant County, Texas.
- l. Easement: Ingress and Egress  
Recorded: February 04, 1974 in [Volume 5590, Page 550](#), of the Deed Records, Tarrant County, Texas.
- m. Easement: Electric Transmission and Distribution Line  
Recorded: October 06, 1982 in [Volume 7370, Page 991](#) and affected by Agreed Judgment recorded on June 17, 1985, in [Volume 8215, Page 1439](#), of the Official Public Records, Tarrant County, Texas.
- n. Easement: Access, Drainage, Grading and Utility  
Recorded: December 02, 2003 in County Clerk's File No. [D203444504](#) and affected by instrument recorded on March 18, 2005, in County Clerk's File No. [D205076774](#), of the Official Public Records, Tarrant County, Texas.
- o. Easement: Temporary Drainage  
Recorded: December 16, 2004 in County Clerk's File Nos. [D204387382](#) and [D204387383](#), of the Official Public Records, Tarrant County, Texas.
- p. Easement: Temporary Drainage  
Recorded: February 10, 2005 in County Clerk's File Nos. [D205040486](#) and [D205040487](#), of the Official Public Records, Tarrant County, Texas.
- q. Easement: Permanent Drainage  
Recorded: February 10, 2005 in County Clerk's File Nos. [D205040488](#) and [D205040489](#), of the Official Public Records, Tarrant County, Texas.
- r. Easement: Permanent Sewer Line  
Recorded: February 10, 2005 in County Clerk's File Nos. [D205040490](#) and [D205040492](#), of the Official Public Records, Tarrant County, Texas.

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

## SCHEDULE B

(Continued)

- s. Easement: Permanent Sewer Line  
Recorded: February 10, 2005 in County Clerk's File No. [D205040491](#) and correction recorded on July 14, 2005, in County Clerk's File No. [D205201819](#), of the Official Public Records, Tarrant County, Texas.
- t. Easement: Access  
Recorded: December 02, 2003 in County Clerk's File No. [D203444504](#) and affected by Corrected, Amended and Restated document recorded on March 18, 2005, in County Clerk's File No. [D205076774](#), of the Official Public Records, Tarrant County, Texas.
- u. Easement: Overhead and/or Underground Electric Supply and Communications Facilities  
Recorded: February 06, 2006 in County Clerk's File No. [D206034920](#), of the Official Public Records, Tarrant County, Texas.
- v. Mineral and/or royalty interest:  
Recorded: December 02, 2003 in County Clerk's File No. [D203444504](#) and affected by instrument recorded on March 18, 2005, in County Clerk's File No. [D205076774](#) of the Official Public Records of Tarrant County, Texas.  
Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Waiver of Surface Rights contained therein.

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

## SCHEDULE B

(Continued)

w. Mineral and/or royalty interest:

Recorded: in County Clerk's File Nos. [D213286354](#), [D213286357](#), [D213286361](#), [D213286364](#),  
[D213286367](#), [D213286370](#), [D213286374](#), [D213286427](#), [D213286431](#), [D213286435](#), [D213286445](#),  
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[D214078390](#), [D214078393](#), [D214078396](#), [D214078401](#), [D214078405](#), [D214078416](#), [D214078419](#),  
[D214078422](#), [D214078425](#), [D214078428](#), [D214078431](#), [D214078434](#), [D214078438](#), [D214078441](#),  
[D214078444](#), [D214108244](#), [D214108251](#), [D214108259](#), [D214108262](#), [D214108265](#), [D214108269](#),  
[D214108272](#), [D214108277](#), [D214108280](#), [D214108283](#), [D214121216](#), [D214121219](#), [D214121222](#),  
[D214121225](#), [D214121230](#), [D214121233](#), [D214121236](#), [D214121239](#), [D214121243](#), [D214121247](#),  
[D214121252](#), [D214121257](#), [D214121260](#), [D214121263](#), [D214121266](#), [D214121269](#), [D214121273](#),  
[D214121276](#), [D214121281](#), [D214121284](#), [D214121287](#), [D214172553](#), [D214172556](#), [D214172559](#),  
[D214172562](#), [D214172565](#), [D214172568](#), [D214172571](#), [D214172574](#), [D214172577](#), [D214172580](#),  
[D214172583](#), [D214172586](#), [D214172670](#), [D214172674](#), [D214172677](#), [D214172680](#), [D214172683](#),  
[D214172686](#), [D214172693](#), [D214172696](#), [D214172701](#), [D214172706](#), [D214172711](#), [D214172778](#),  
[D214172781](#), [D214172784](#), [D214172787](#), [D214172790](#), [D214172793](#), [D214172796](#), [D214172799](#),  
[D214172812](#), [D214172822](#), [D214172863](#), [D214172867](#), [D214172871](#), [D214172875](#), [D214172878](#),  
[D214172881](#), [D214172884](#), [D214172887](#), [D214172890](#), [D214172893](#), [D214173766](#), [D214173772](#),  
[D214173776](#), [D214173779](#), [D214173783](#), [D214173788](#), [D214173792](#), [D214173795](#), [D214173798](#),  
[D214173801](#), [D214173804](#), [D214173932](#), [D214173936](#), [D214173939](#), [D214173942](#), [D214173945](#),  
[D214173948](#), [D214173951](#), [D214173955](#), [D214173960](#), [D214173963](#), [D214173971](#), [D214174098](#),  
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[D214174135](#), [D214174139](#), [D214174181](#), [D214174184](#), [D214174187](#), [D214174192](#), [D214174195](#),  
[D214174198](#), [D214174203](#), [D214174206](#), [D214174209](#), [D214174214](#), [D214174217](#), [D214174220](#),  
[D214178869](#), [D214178872](#), [D214178875](#), [D214178878](#), [D214178881](#), [D214178884](#), [D214178887](#),

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

## SCHEDULE B

(Continued)

[D214178891](#), [D214178895](#), [D214178898](#), [D214178901](#), [D214178904](#), [D214178908](#), [D214178912](#),  
[D214178918](#), [D214178921](#), [D214178926](#), [D214178929](#), [D214178979](#), [D214178982](#), [D214178987](#),  
[D214178990](#), [D214178993](#), [D214178997](#), [D214179001](#), [D214179004](#), [D214179007](#), [D214179038](#),  
[D214179041](#), [D214179044](#), [D214179047](#), [D214179051](#), [D214179056](#), [D214179063](#), [D214179067](#),  
[D214179071](#), [D214179075](#), [D214179080](#), [D214179083](#), [D214179087](#), [D214179201](#), [D214179205](#),  
[D214179209](#), [D214179212](#), [D214179215](#), [D214179218](#), [D214179221](#), [D214179225](#), [D214179230](#),  
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[D214179382](#), [D214179387](#), [D214179390](#), [D214179693](#), [D214183530](#), [D214183533](#), [D214183540](#),  
[D214183547](#), [D214183550](#), [D214183553](#), [D214183556](#), [D214183580](#), [D214183583](#), [D214183587](#),  
[D214183590](#), [D214183593](#), [D214183596](#), [D214183604](#), [D214196107](#), [D214196110](#), [D214196113](#),  
[D214196118](#), [D214196121](#), [D214196127](#), [D214196130](#), [D214196133](#), [D214196136](#), [D214196139](#),  
[D214196142](#), [D214196145](#), [D214196148](#), [D214196151](#), [D214196182](#), [D214196185](#), [D214196188](#),  
[D214196192](#), [D214196195](#), [D214196198](#), [D214196201](#), [D214196204](#), [D214196207](#), [D214196212](#),  
[D214196217](#), [D214196220](#), [D214196226](#), [D214196238](#), [D214196242](#), [D214196245](#), [D214196248](#),  
[D214196251](#), [D214196254](#), [D214196257](#), [D214196260](#), [D214196264](#), [D214196267](#), [D214196270](#),  
[D214196273](#), [D214196276](#), [D214196284](#), [D214196287](#), [D214196290](#), [D214196293](#), [D214196296](#),  
[D214196299](#), [D214196302](#), [D214196305](#), [D214196307](#), [D214196317](#), [D214196320](#), [D214196323](#),  
[D214196327](#), [D214196330](#), [D214196336](#), [D214196340](#), [D214196343](#), [D214196347](#), [D214196353](#),  
[D214196356](#), [D214196359](#), [D214196362](#), [D214196366](#), [D214196369](#), [D214196372](#), [D214196376](#),  
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[D214196407](#), [D214196410](#), [D214196413](#), [D214196417](#), [D214196422](#), [D214196425](#), [D214196428](#),  
[D214196431](#), [D214196436](#), [D214196476](#), [D214196479](#), [D214196482](#), [D214196486](#), [D214196489](#),  
[D214196492](#), [D214196495](#), [D214196499](#), [D214196502](#), [D214196506](#), [D214196510](#), [D214196515](#),  
[D214196518](#), [D214242746](#), [D214242749](#), [D214242752](#), [D215075415](#) thru [D215075427](#), [D215075429](#)  
thru [D215075433](#), [D215075435](#) thru [D215075447](#), [D215075475](#) thru [D215075505](#), [D215075561](#) thru  
[D215075588](#), [D215096288](#), [D215096291](#), [D215096294](#), [D215096297](#) and [D215118345](#) of the Official  
Public Records of Tarrant County, Texas.

Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Waiver of Surface Rights contained therein.

- x. Mineral and/or royalty interest:  
Recorded: September 26, 2024 in County Clerk's File No. [D224172063](#) of the Official Public Records of  
Tarrant County, Texas.  
Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

(The above Exception affects Tract 1, Tract 2 and Tract 4)

- y. Oil, Gas and Mineral Lease, and all terms, conditions and stipulations therein:  
Recorded: January 29, 1941 in [Volume 1457, Page 237](#), of the Deed records, of Tarrant County, Texas.  
Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
- z. Oil, Gas and Mineral Lease, and all terms, conditions and stipulations therein:  
Recorded: October 30, 1962 in [Volume 3737, Page 197](#), of the Deed records, of Tarrant County, Texas.  
Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

## SCHEDULE B

(Continued)

- aa. Oil, Gas and Mineral Lease, and all terms, conditions and stipulations therein:  
Recorded: February 13, 1992 in [Volume 10532, Page 1928](#), of the Official Public records,  
of Tarrant County, Texas.  
Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
- ab. Memorandum of Oil, Gas and Mineral Lease, and all terms, conditions and stipulations therein:  
Recorded: November 19, 2003 in County Clerk's File No. [D203432399](#), of the Official  
Public Records, Tarrant County, Texas.  
Lessor: Litografia Tecnocolor, S.A.  
Lessee: Antero Resources, I LP  
  
Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
- ac. Rights of tenants, as tenants only, under unrecorded leases or rental agreements.
- ad. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all  
rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in  
Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not  
listed.
- ae. Inclusion within Tarrant Regional Water District.

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)



 <b>First American Title™</b>	<b>Commitment for Title Insurance (T-7)</b>
<b>Schedule C</b>	ISSUED BY <b>First American Title Insurance Company</b>

GF No.: 5218793-F-TX-MP-BCK

Your Policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.
6. Record a Release of Lien by the City of Fort Worth:  
 Dated: December 19, 2018  
 Recorded: February 05, 2019 in County Clerk's File No. [D219022362](#), of the Official Public records, of Tarrant County, Texas.  
 Amount: \$ 488.10
7. Record a Release of Lien by the City of Fort Worth (Affects Tract 1):  
 Dated: December 13, 2019  
 Recorded: December 30, 2019 in County Clerk's File No. [D219298340](#), of the Official Public records, of Tarrant County, Texas.  
 Amount: \$ 425.00

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)



## SCHEDULE C

(Continued)

8. Record a Release of Lien by the City of Fort Worth (Affects Tract 1):  
Dated: November 11, 2020  
Recorded: December 02, 2020 in County Clerk's File No. [D220315580](#), of the Official Public records, of Tarrant County, Texas.  
Amount: \$ 590.72
9. Record a Release of Lien by the City of Fort Worth (Affects Tract 1):  
Dated: January 08, 2021  
Recorded: February 04, 2021 in County Clerk's File No. [D221032113](#), of the Official Public records, of Tarrant County, Texas.  
Amount: \$ 637.76
10. Record a Release of Lien by the City of Fort Worth (Affects Tract 1):  
Dated: July 13, 2023  
Recorded: July 27, 2023 in County Clerk's File No. [D223133431](#), of the Official Public records, of Tarrant County, Texas.  
Amount: \$ 846.56
11. Record a Release of Lien by the City of Fort Worth (Affects Tract 1):  
Dated: July 13, 2023  
Recorded: July 27, 2023 in County Clerk's File No. [D223133432](#), of the Official Public records, of Tarrant County, Texas.  
Amount: \$ None Shown
12. Record a Release of Lien by the City of Fort Worth (Affects Tract 1):  
Dated: July 13, 2023  
Recorded: July 27, 2023 in County Clerk's File No. [D223133433](#), of the Official Public records, of Tarrant County, Texas.  
Amount: \$ None Shown
13. Record a Release of Lien by the City of Fort Worth (Affects Tract 1):  
Dated: July 13, 2023  
Recorded: July 27, 2023 in County Clerk's File No. [D223133434](#), of the Official Public records, of Tarrant County, Texas.  
Amount: \$ None Shown
14. Record a Release of Lien by the City of Fort Worth (Affects Tract 1):  
Dated: November 21, 2023  
Recorded: December 05, 2023 in County Clerk's File No. [D223215278](#), of the Official Public records, of Tarrant County, Texas.  
Amount: \$ 840.80
15. Record a Release of Lien by the City of Fort Worth:  
Dated: October 14, 2024  
Recorded: October 21, 2024 in County Clerk's File No. [D224188045](#), of the Official Public records, of Tarrant County, Texas.  
Amount: \$ 1,681.76
16. Record a Release of Lien by the City of Fort Worth (Affects Tract 1):  
Dated: October 14, 2024  
Recorded: October 21, 2024 in County Clerk's File No. [D224188065](#), of the Official Public records, of Tarrant County, Texas.  
Amount: \$ 840.80

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C


(Continued)

17. Prior to closing, furnish a copy of the Partnership Agreement of BLOOMFIELD HOMES, L.P., A TEXAS LIMITED PARTNERSHIP. Additional requirements may be made upon examination of said agreement.
18. Proof that **BLOOMFIELD HOMES, L.P.**, a **Texas** Limited Partnership, has filed its Articles of Limited Partnership with the appropriate state authority.
19. We must be furnished with the Trust Agreement of Fossil Creek Trust. Additional requirements may be made upon examination of said agreement.

IT IS NECESSARY THAT A COPY OF THE COMPLETE AGREEMENT OR A CERTIFICATION OF TRUST PURSUANT TO SECTION 114.086 OF THE TEXAS PROPERTY CODE, IN A FORM SATISFACTORY TO THE COMPANY, BE REVIEWED BY THE EXAMINATION DEPARTMENT. UPON REVIEW OF IT, EXAMINATION WILL MAKE EXACT REQUIREMENTS FOR THE CONVEYANCING OR MORTGAGING OF TRUST PROPERTY AS THEY PERTAIN TO THE FILE.

20. Furnish the names of the parties to be insured herein. Upon receipt of same, the company may have additional requirements.
21. Payment in full of all assessments due and payable to Trials of Fossil Creek Homeowners Association, Inc.

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

 <b>First American Title™</b>	<b>Commitment for Title Insurance (T-7)</b>  <small>ISSUED BY</small> <b>First American Title Insurance Company</b>
<b>Schedule D</b>	

File No.: 5218793-F-TX-MP-BCK

The following disclosures are made pursuant to Procedural Rule P-21 promulgated by the Texas Department of Insurance:

**UNDERWRITER:** First American Title Insurance Company, a Nebraska Corporation.

Shareholder owning or controlling, directly or indirectly, ten percent or more of the share of the Underwriter: First American Title Insurance Company is a wholly owned subsidiary of First American Title Insurance Company, a public Company formed in Nebraska.

Directors: Kenneth D. DeGiorgio, Kurt P. Pfotenhauer, Lisa W. Cornehl, Mark E. Seaton, David J. Proksel.

Officers: President, Chief Executive Officer: Kenneth D. DeGiorgio; Senior Vice President, Secretary: Lisa W. Cornehl; Chief Financial Officer: Mark E. Seaton.

**AGENT:** Kensington Vanguard National Land Services of TX, LLC

As to Kensington Vanguard National Land Services of TX, LLC(title insurance agent), the following disclosures are made:

- a. The names of each shareholding, owner, partner or other person having, owing or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Kensington Vanguard Holdings, LLC
- b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: McGriff Insurance Services, LLC
- c. The following persons are officers and directors of the Title Insurance Agent: NA

You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium\* is:

Owner's Policy	\$ 0.00
Loan Policy	\$ 0.00
Endorsement Charges	\$ 0.00
Other	\$ 0.00
Total	\$ 0.00

Of this total amount \$0 will be paid to the policy issuing Title Insurance Company; \$0 will be retained by the Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services
\$0	First American Title Insurance Company	Title Evidence

\*\*\*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

(This Schedule D is valid only when cover, Schedule A, B and C are attached)



*First American Title™*

## **First American Title Insurance Company**

### **Commitment for Title Insurance Form (T-7)**

#### **DELETION OF ARBITRATION PROVISION**

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

**Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.**

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is **\$2,000,000** or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of **\$2,000,000** shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

# PRIVACY POLICY

## **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

## **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. We have also adopted broader guidelines that govern our use of personal information regardless of its source.

**Types of Information** Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms or in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliate companies, or others; and
- Information we receive from a consumer reporting agency.

## **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliate companies, or to other financial institutions with whom we or our affiliate companies have joint marketing agreements.

## **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

## **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

# APPENDIX D

**Form 207**

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709

Filing Fee: \$750

**Certificate of Formation  
Limited Partnership**

Filed in the Office of the  
Secretary of State of Texas  
Filing #: 802323453 11/02/2015  
Document #: 638835490002  
Image Generated Electronically  
for Web Filing

**Article 1 - Entity Name and Type**

The filing entity being formed is a limited partnership. The name of the entity is:

**Serene Sendera Ranch LP**

The name must contain the words "Limited Partnership," or "Limited," or the abbreviation "L.P.," "LP," or "Ltd." The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

**Article 2 - Principal Office**

The address of the principal office in the United States where records of the partnership are to be kept or made available is set forth below:

**548 Silicon Drive, Suite 100, Southlake, TX, USA 76092**

**Article 3 – Registered Agent and Registered Office**

☐ A. The initial registered agent is an organization (cannot be limited partnership named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

**Jeff Tasker**

C. The business address of the registered agent and the registered office address is:

Street Address:

**4325 Windsor Centre Trail**

**Suite 600 Flower Mound TX 75028**

**Consent of Registered Agent**

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

**Article 4 - General Partner Information**

The name and address of each general partner are as follows:

General Partner 1: (Business Name) **Serene Sendera Ranch GP, LLC**

Address: **548 Silicon Drive Suite 100 Southlake TX, USA 76092**

**Supplemental Provisions / Information**

[The attached addendum, if any, is incorporated herein by reference.]

**signed consent.pdf**

**Effectiveness of Filing**

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:


**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Signature of General Partner 1: **Serene Sendera Ranch GP, LLC by Joe Attrux, Chief Operating Officer**

**FILING OFFICE COPY**



<b>Form 509</b> <b>(Revised 12/10)</b>  Submit with relevant filing instrument.  <b>Filing Fee: None</b>	 <b>Consent to Use of Similar Name</b>	
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(1) Serene Sendera Ranch GP, LLC

*Name of the entity or individual who holds the existing name on file with the secretary of state*

consents to the use of

(2) Serene Sendera Ranch, LP

*Proposed name*

as the name of a filing entity or foreign filing entity in Texas for the purpose of submitting a filing instrument to the secretary of state. This consent does not authorize the use of the similar name in violation of a right of another under the Trademark Act of 1946, as amended (15 U.S.C. Section 1051 et seq.); Chapter 16 or 71, Business & Commerce Code; or common law.

(3) The undersigned certifies to being authorized by the holder of the existing name to give this consent. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 10/29/15

By: Serene Sendera Ranch GP, LLC  
 Name of existing entity, if any (type or print)

802320724  
 File number of existing entity, if any

  
 Signature of Authorized Person

Joe Attrux  
 Name of Authorized Person (type or print)

Chief Operating Officer  
 Title of Authorized Person, if any (type or print)

# **APPENDIX E**

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

**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**

Date: OCTOBER 3, 2022

Grantor: **Serene Sendera Ranch, L.P.**

Grantor's Mailing Address:

7340 Cascade Ct, Unit 1122  
Fort Worth, TX 76137 USA

Grantee: **Nicholas M. Lind & Courtney L. Harden**

Grantee's Mailing Address:

7340 Cascade Ct, Unit 1122  
Fort Worth, TX 76137 USA

**Serene Sendera Ranch, L.P.** ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and does GRANT, BARGAIN, SELL, AND CONVEY to **Nicholas M. Lind & Courtney L. Harden** ("Grantee"), the real property in Tarrant County, Texas, fully described as follows:

Being Block 1, Lot 14, The Hills of Windridge, an addition to the City of Fort Worth, Tarrant County, Texas according to the Plat thereof recorded in Instrument Number D213298533, Dated 11/21/13, in the Plat Records of Tarrant County, Texas,

and any and all improvements located on it, together with (a) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and ownership, possessory or other interests appurtenant to the land, and (b) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and ownership, possessory or other interests of Grantor, either at law or in equity, in possession or in expectancy, in and to any land lying in the streets, highways, roads, alleys, rights-of-way, or sidewalks, open or proposed, in front of, above, over, under, through, or adjoining the land, and in and to any strips or gores of real estate adjoining the real property (collectively, "Property").

This Special Warranty Deed and the conveyance above are executed by Grantor and accepted by Grantee subject to any and all restrictions, easements, mineral reservations, other matters of record, to the extent they are validly existing and applicable to the Property, including, without limitation, the matters described on Exhibit "A" attached hereto and incorporated herein by this reference (collectively, "Permitted Exceptions"). This conveyance is also being made by Grantor

and accepted by Grantee subject to taxes for the year 2017, the payment of which Grantee assumes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances to it in any way belonging, to Grantee, its successors, and its assigns forever, and Grantor binds itself, its successors, and its assigns to warrant and forever defend all and singular the title to the Property to Grantee, its successors, and its assigns against any person lawfully claiming or to claim the same or any part of it by, through, or under Grantor, but not otherwise, subject to the Permitted Exceptions.

GRANTOR IS CONVEYING THE PROPERTY TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE FROM OR ON BEHALF OF GRANTOR, EXCEPT FOR GRANTOR'S SPECIAL WARRANTY OF TITLE STATED ABOVE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION ABOUT THE CONDITION OF THE PROPERTY MADE BY GRANTOR, OR ANYONE ACTING ON GRANTOR'S BEHALF, BUT IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.

[Remainder of page is intentionally left blank; Signatures on following page]

EXECUTED as of the 3rd day of OCTOBER, 2022.

**GRANTOR:**

Serene Sendera Ranch, L.P.

By: [Signature]

Allan Lind, Director,  
Serene Sendera Ranch, L.P.

**ACKNOWLEDGEMENT**

STATE OF TEXAS

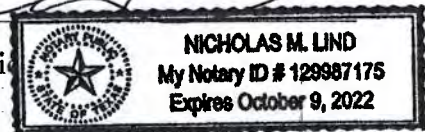
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COUNTY OF TARRANT

Before me ALLAN LIND on this day personally appeared Allan Lind, Director of Serene Sendera Ranch, L.P., proved to me through the production of valid identification to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3rd day of OCTOBER, A.D. 2022.

Notary Public  
(SEAL)



Printed Name: NICHOLAS M. LIND

My Commission Expires:

OCTOBER 9, 2022

Name:

NICHOLAS M. LIND

Title:

NOTARY PUBLIC

Date:

OCTOBER 3, 2022

**After recording, please return original to:**  
Serene Sendera Ranch, L.P.

7340 Cascade Ct, Unit 1122  
Fort Worth, Texas 76137

**EXHIBIT A****PERMITTED EXCEPTIONS TO DEED**

1. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records.
2. Easement for right-of-way granted to Southwestern Bell Telephone Company by instrument recorded in Volume 2975, Page 207, Deed Records of Tarrant County, Texas.
3. Easement for right-of-way granted to Lone Star Gas Company by instrument recorded in Volume 2483, Page 221, Deed Records of Tarrant County, Texas.
4. Easement for right-of-way granted to Southwestern Bell Telephone Company by instrument recorded in Volume 8453, Page 1715, Deed Records of Tarrant County, Texas.
5. Easement for right-of-way granted to Texas Electric Service Company by instrument recorded in Volume 9184, Page 681, Deed Records of Tarrant County, Texas.
6. Easement for right-of-way granted to Enserch Corporation, recorded in Volume 9730, Page 907, Deed Records of Tarrant County, Texas.
7. All oil, gas, and other minerals as reserved in deed recorded under Clerk's File No. D204343518, Deed Records of Tarrant County, Texas, as affected by waiver of surface rights contained therein All oil, gas, and other minerals as reserved in deed recorded under Clerk's File No. D204343518, Deed Records of Tarrant County, Texas, as affected by waiver of surface rights contained therein.
8. Terms, conditions, stipulations of, and easements granted by Thirty foot wide (30') Pipeline and Access Easement Agreement, recorded under Clerk's File No. D204343519, Deed Records of Tarrant County, Texas as affected by Clerk's File No. D205318790, Deed Records of Tarrant County, Texas.
9. Terms, conditions, stipulations of, and easement granted by Water Pipeline(s) Easement and Right-of-Way recorded under Clerk's File No. D205318789, Deed Records of Tarrant County, Texas.
10. Easement for Temporary Workspace Easement and Right-of-Way reserved by grantors in warranty deed recorded under Clerk's File No. D206076626, Deed Records of Tarrant County, Texas.
11. Right of Way Agreement between Grantor and Energy Transfer Fuel, L.P., recorded under Clerk's File No. D206201266, Deed Records of Tarrant County, Texas, as affected by Conveyance, Assignment and Bill of Sale, dated effective December 1, 2006, filed for record under Clerk's File No. D207020167, Deed Records of Tarrant County, Texas.



12. Easement executed by TXU Electric Delivery Company, to Crosstex North Texas Gathering L.P., dated February 27, 2007, recorded in/under Instrument File No. D207127585, of the Real Property Records of Tarrant County, Texas. As affected by Partial Assignment filed July 16, 2009, recorded in Instrument File No. D209190494, and filed November 18, 2009, recorded in Instrument File No. D209303518 Real Property Records, Tarrant County, Texas.
13. Terms, conditions and stipulations contained in Memorandum of Surface Use Agreement and Subsurface Easement Agreement executed by and between Windridge-Tarrant 437, Ltd., and Titan Operating, LLC, August 28, 2009, filed August 16, 2010 recorded in/under Instrument File No. D210198475, of the Real Property Records of Tarrant County, Texas.
14. Terms, conditions and stipulations contained in Memorandum of Surface Use Agreement and Subsurface Easement Agreement executed by and between Windridge-Tarrant 437, Ltd., and Titan Operating, LLC, dated August 28, 2009, filed August 16, 2010 recorded in/under Instrument File No. D210198477, of the Real Property Records of Tarrant County, Texas.
15. Easement created in instrument executed by Windridge-Tarrant 437, Ltd., a Texas limited partnership to Titan Operating, LLC, dated October 18, 2010, filed October 19, 2010, recorded in Instrument File No. D210258326, Real Property Records, Tarrant County, Texas.
16. Terms, conditions, and stipulations of the any unrecorded gas pipeline and access easements in favor of Atmos Energy Corporation.
17. Covenants, conditions, restrictions, easements, assessments and liens created by instrument(s) recorded in/under Clerk's File No. D215136413, Real Property Records, Tarrant County, Texas.
18. Terms, conditions, provisions and stipulations contained in Drainage Channel Maintenance Agreement by and between Pearl Developments, LLC and the City of Fort Worth, dated November 19, 2013, filed December 5, 2013, recorded in/under Clerk's File No. D213308613, Real Property Records, Tarrant County, Texas.
19. Terms, conditions, provisions and stipulations contained in Drainage Channel Maintenance Agreement by and between Pearl Developments, LLC and the City of Fort Worth, dated December 3, 2013, filed December 5, 2013, recorded in/under Clerk's File No. D213308644, Real Property Records, Tarrant County, Texas.
20. The following easements and building lines, as set out on plat recorded in Clerk's File No. D213298533, Plat Records, Tarrant County, Texas:
  1. Building line twenty (20) feet in width along the front property line.
  2. Building lines five (5) feet in width along both side property lines.
  3. Utility easement ten (10) feet in width along the front property line.

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

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**SPECIAL WARRANTY DEED**

Date: October 8, 2022

Grantor: **Windridge A2A Developments, LLC**

Grantor's Mailing Address:

7340 Cascade Ct, Unit 1122  
Fort Worth, TX 76137 USA

Grantee: **Serene Sendera Ranch, L.P.**

Grantee's Mailing Address:

7340 Cascade Ct, Unit 1122  
Fort Worth, TX 76137 USA

**Windridge A2A Developments, LLC** ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and does GRANT, BARGAIN, SELL, AND CONVEY to **Serene Sendera Ranch, L.P.** ("Grantee"), the real property in Tarrant County, Texas, fully described as follows:

Being Block 1, Lot 10X, The Hills of Windridge, an addition to the City of Fort Worth, Tarrant County, Texas according to the Plat thereof recorded in Instrument Number D213298533, Dated 11/20/2013, in the Plat Records of Tarrant County, Texas.

and any and all improvements located on it, together with (a) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and ownership, possessory or other interests appurtenant to the land, and (b) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and ownership, possessory or other interests of Grantor, either at law or in equity, in possession or in expectancy, in and to any land lying in the streets, highways, roads, alleys, rights-of-way, or sidewalks, open or proposed, in front of, above, over, under, through, or adjoining the land, and in and to any strips or gores of real estate adjoining the real property (collectively, "Property").

This Special Warranty Deed and the conveyance above are executed by Grantor and accepted by Grantee subject to any and all restrictions, easements, mineral reservations, other matters of record, to the extent they are validly existing and applicable to the Property, including, without



limitation, the matters described on Exhibit "A" attached hereto and incorporated herein by this reference (collectively, "Permitted Exceptions"). This conveyance is also being made by Grantor and accepted by Grantee subject to taxes for the year 2017, the payment of which Grantee assumes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances to it in any way belonging, to Grantee, its successors, and its assigns forever, and Grantor binds itself, its successors, and its assigns to warrant and forever defend all and singular the title to the Property to Grantee, its successors, and its assigns against any person lawfully claiming or to claim the same or any part of it by, through, or under Grantor, but not otherwise, subject to the Permitted Exceptions.

GRANTOR IS CONVEYING THE PROPERTY TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE FROM OR ON BEHALF OF GRANTOR, EXCEPT FOR GRANTOR'S SPECIAL WARRANTY OF TITLE STATED ABOVE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION ABOUT THE CONDITION OF THE PROPERTY MADE BY GRANTOR, OR ANYONE ACTING ON GRANTOR'S BEHALF, BUT IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.

[Remainder of page is intentionally left blank; Signatures on following page]

EXECUTED as of the 8th day of October, 2022.

**GRANTOR:**

Windridge A2A Developments, LLC

By: 

Allan Lind, Director,

Windridge A2A Developments, LLC

**ACKNOWLEDGEMENT**

STATE OF TEXAS

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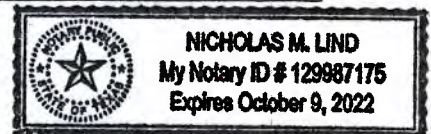
COUNTY OF TARRANT

Before me, Nicholas M. Lind, on this day personally appeared Allan Lind, Director of Windridge A2A Developments, LLC, proved to me through the production of valid identification to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of October, A.D., 2022.

Notary Public

(SEAL)



Printed Name: NICHOLAS M. LIND

My Commission Expires:

OCTOBER 9, 2022

Name:

NICHOLAS M. LIND

Title:

NOTARY PUBLIC

Date:

OCTOBER 8, 2022

**After recording, please return original to:**

Windridge A2A Developments, LLC  
7340 Cascade Ct, Unit 1122  
Fort Worth, Texas 76137

**EXHIBIT A****PERMITTED EXCEPTIONS TO DEED**

1. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records.
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3. Easement for right-of-way granted to Lone Star Gas Company by instrument recorded in Volume 2483, Page 221, Deed Records of Tarrant County, Texas.
4. Easement for right-of-way granted to Southwestern Bell Telephone Company by instrument recorded in Volume 8453, Page 1715, Deed Records of Tarrant County, Texas.
5. Easement for right-of-way granted to Texas Electric Service Company by instrument recorded in Volume 9184, Page 681, Deed Records of Tarrant County, Texas.
6. Easement for right-of-way granted to Enserch Corporation, recorded in Volume 9730, Page 907, Deed Records of Tarrant County, Texas.
7. All oil, gas, and other minerals as reserved in deed recorded under Clerk's File No. D204343518, Deed Records of Tarrant County, Texas, as affected by waiver of surface rights contained therein All oil, gas, and other minerals as reserved in deed recorded under Clerk's File No. D204343518, Deed Records of Tarrant County, Texas, as affected by waiver of surface rights contained therein.
8. Terms, conditions, stipulations of, and easements granted by Thirty foot wide (30') Pipeline and Access Easement Agreement, recorded under Clerk's File No. D204343519, Deed Records of Tarrant County, Texas as affected by Clerk's File No. D205318790, Deed Records of Tarrant County, Texas.
9. Terms, conditions, stipulations of, and easement granted by Water Pipeline(s) Easement and Right-of-Way recorded under Clerk's File No. D205318789, Deed Records of Tarrant County, Texas.
10. Easement for Temporary Workspace Easement and Right-of-Way reserved by grantors in warranty deed recorded under Clerk's File No. D206076626, Deed Records of Tarrant County, Texas.
11. Right of Way Agreement between Grantor and Energy Transfer Fuel, L.P., recorded under Clerk's File No. D206201266, Deed Records of Tarrant County, Texas, as affected by Conveyance, Assignment and Bill of Sale, dated effective December 1, 2006, filed for record under Clerk's File No. D207020167, Deed Records of Tarrant County, Texas.

12. Easement executed by TXU Electric Delivery Company, to Crosstex North Texas Gathering L.P., dated February 27, 2007, recorded in/under Instrument File No. D207127585, of the Real Property Records of Tarrant County, Texas. As affected by Partial Assignment filed July 16, 2009, recorded in Instrument File No. D209190494, and filed November 18, 2009, recorded in Instrument File No. D209303518 Real Property Records, Tarrant County, Texas.
13. Terms, conditions and stipulations contained in Memorandum of Surface Use Agreement and Subsurface Easement Agreement executed by and between Windridge-Tarrant 437, Ltd., and Titan Operating, LLC, August 28, 2009, filed August 16, 2010 recorded in/under Instrument File No. D210198475, of the Real Property Records of Tarrant County, Texas.
14. Terms, conditions and stipulations contained in Memorandum of Surface Use Agreement and Subsurface Easement Agreement executed by and between Windridge-Tarrant 437, Ltd., and Titan Operating, LLC, dated August 28, 2009, filed August 16, 2010 recorded in/under Instrument File No. D210198477, of the Real Property Records of Tarrant County, Texas.
15. Easement created in instrument executed by Windridge-Tarrant 437, Ltd., a Texas limited partnership to Titan Operating, LLC, dated October 18, 2010, filed October 19, 2010, recorded in Instrument File No. D210258326, Real Property Records, Tarrant County, Texas.
16. Terms, conditions, and stipulations of the any unrecorded gas pipeline and access easements in favor of Atmos Energy Corporation.
17. Covenants, conditions, restrictions, easements, assessments and liens created by instrument(s) recorded in/under Clerk's File No. D215136413, Real Property Records, Tarrant County, Texas.
18. Terms, conditions, provisions and stipulations contained in Drainage Channel Maintenance Agreement by and between Pearl Developments, LLC and the City of Fort Worth, dated November 19, 2013, filed December 5, 2013, recorded in/under Clerk's File No. D213308615, Real Property Records, Tarrant County, Texas.
19. Terms, conditions, provisions and stipulations contained in Drainage Channel Maintenance Agreement by and between Pearl Developments, LLC and the City of Fort Worth, dated December 3, 2013, filed December 5, 2013, recorded in/under Clerk's File No. D213308644, Real Property Records, Tarrant County, Texas.
20. The following easements and building lines, as set out on plat recorded in Clerk's File No. D213298533, Plat Records, Tarrant County, Texas:
  1. Building line twenty (20) feet in width along the front property line.
  2. Building lines five (5) feet in width along both side property lines.
  3. Utility easement ten (10) feet in width along the front property line.



*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

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**SPECIAL WARRANTY DEED**

Date: October 8, 2022

Grantor: **Windridge A2A Developments, LLC**

Grantor's Mailing Address:

7340 Cascade Ct, Unit 1122  
Fort Worth, TX 76137 USA

Grantee: **Serene Sendera Ranch, L.P.**

Grantee's Mailing Address:

7340 Cascade Ct, Unit 1122  
Fort Worth, TX 76137 USA

**Windridge A2A Developments, LLC** ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and does GRANT, BARGAIN, SELL, AND CONVEY to **Serene Sendera Ranch, L.P.** ("Grantee"), the real property in Tarrant County, Texas, fully described as follows:

Being Block 1 Lot 9X, The Hills of Windridge, an addition to the City of Fort Worth, Tarrant County, Texas according to the Plat thereof recorded in Instrument Number D213298533 Dated 11/20/2013, in the Plat Records of Tarrant County, Texas.

and any and all improvements located on it, together with (a) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and ownership, possessory or other interests appurtenant to the land, and (b) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and ownership, possessory or other interests of Grantor, either at law or in equity, in possession or in expectancy, in and to any land lying in the streets, highways, roads, alleys, rights-of-way, or sidewalks, open or proposed, in front of, above, over, under, through, or adjoining the land, and in and to any strips or gores of real estate adjoining the real property (collectively, "Property").

This Special Warranty Deed and the conveyance above are executed by Grantor and accepted by Grantee subject to any and all restrictions, easements, mineral reservations, other matters of record, to the extent they are validly existing and applicable to the Property, including, without

limitation, the matters described on Exhibit "A" attached hereto and incorporated herein by this reference (collectively, "Permitted Exceptions"). This conveyance is also being made by Grantor and accepted by Grantee subject to taxes for the year 2017, the payment of which Grantee assumes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances to it in any way belonging, to Grantee, its successors, and its assigns forever, and Grantor binds itself, its successors, and its assigns to warrant and forever defend all and singular the title to the Property to Grantee, its successors, and its assigns against any person lawfully claiming or to claim the same or any part of it by, through, or under Grantor, but not otherwise, subject to the Permitted Exceptions.

GRANTOR IS CONVEYING THE PROPERTY TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE FROM OR ON BEHALF OF GRANTOR, EXCEPT FOR GRANTOR'S SPECIAL WARRANTY OF TITLE STATED ABOVE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION ABOUT THE CONDITION OF THE PROPERTY MADE BY GRANTOR, OR ANYONE ACTING ON GRANTOR'S BEHALF, BUT IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.

[Remainder of page is intentionally left blank. Signatures on following page]

EXECUTED as of the 8th day of October, 2022.

**GRANTOR:**

Windridge A2A Developments, LLC

By: 

Allan Lind, Director,  
Windridge A2A Developments, LLC

**ACKNOWLEDGEMENT**

STATE OF TEXAS

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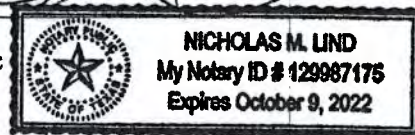
COUNTY OF TARRANT

Before me, Nicholas M. Lind, on this day personally appeared Allan Lind, Director of Windridge A2A Developments, LLC, proved to me through the production of valid identification to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of October, A.D., 2022.

Notary Public

(SEAL)



Printed Name: NICHOLAS M. LIND

My Commission Expires:

OCTOBER 9, 2022

Name:

NICHOLAS M. LIND

Title:

NOTARY PUBLIC

Date:

OCTOBER 2, 2022

**After recording, please return original to:**

Windridge A2A Developments, LLC  
7340 Cascade Ct, Unit 1122  
Fort Worth, Texas 76137

**EXHIBIT A****PERMITTED EXCEPTIONS TO DEED**

1. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records.
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19. Terms, conditions, provisions and stipulations contained in Drainage Channel Maintenance Agreement by and between Pearl Developments, LLC and the City of Fort Worth, dated December 3, 2013, filed December 5, 2013, recorded in/under Clerk's File No. D213308644, Real Property Records, Tarrant County, Texas.
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  1. Building line twenty (20) feet in width along the front property line.
  2. Building lines five (5) feet in width along both side property lines.
  3. Utility easement ten (10) feet in width along the front property line.

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

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**SPECIAL WARRANTY DEED**

Date: October 8, 2022

Grantor: **Windridge A2A Developments, LLC**

Grantor's Mailing Address:

7340 Cascade Ct, Unit 1122  
Fort Worth, TX 76137 USA

Grantee: **Serene Sendera Ranch, L.P.**

Grantee's Mailing Address:

7340 Cascade Ct, Unit 1122  
Fort Worth, TX 76137 USA

**Windridge A2A Developments, LLC** ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and does GRANT, BARGAIN, SELL, AND CONVEY to **Serene Sendera Ranch, L.P.** ("Grantee"), the real property in Tarrant County, Texas, fully described as follows:

Being Block 1, Lot 11X, The Hills of Windridge, an addition to the City of Fort Worth, Tarrant County, Texas according to the Plat thereof recorded in Instrument Number D213298533 Dated 11/20/2013, in the Plat Records of Tarrant County, Texas,

and any and all improvements located on it, together with (a) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and ownership, possessory or other interests appurtenant to the land, and (b) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and ownership, possessory or other interests of Grantor, either at law or in equity, in possession or in expectancy, in and to any land lying in the streets, highways, roads, alleys, rights-of-way, or sidewalks, open or proposed, in front of, above, over, under, through, or adjoining the land, and in and to any strips or gores of real estate adjoining the real property (collectively, "Property").

This Special Warranty Deed and the conveyance above are executed by Grantor and accepted by Grantee subject to any and all restrictions, easements, mineral reservations, other matters of record, to the extent they are validly existing and applicable to the Property, including, without

limitation, the matters described on Exhibit "A" attached hereto and incorporated herein by this reference (collectively, "Permitted Exceptions"). This conveyance is also being made by Grantor and accepted by Grantee subject to taxes for the year 2017, the payment of which Grantee assumes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances to it in any way belonging, to Grantee, its successors, and its assigns forever, and Grantor binds itself, its successors, and its assigns to warrant and forever defend all and singular the title to the P5roperty to Grantee, its successors, and its assigns against any person lawfully claiming or to claim the same or any part of it by, through, or under Grantor, but not otherwise, subject to the Permitted Exceptions.

GRANTOR IS CONVEYING THE PROPERTY TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE FROM OR ON BEHALF OF GRANTOR, EXCEPT FOR GRANTOR'S SPECIAL WARRANTY OF TITLE STATED ABOVE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION ABOUT THE CONDITION OF THE PROPERTY MADE BY GRANTOR, OR ANYONE ACTING ON GRANTOR'S BEHALF, BUT IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.

[Remainder of page is intentionally left blank; Signatures on following page]

EXECUTED as of the 8th day of October, 2022.

**GRANTOR:**

Windridge A2A Developments, LLC

By: 

Allan Lind, Director,  
Windridge A2A Developments, LLC

**ACKNOWLEDGEMENT**

STATE OF TEXAS

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COUNTY OF TARRANT

Before me, Nicholas M. Lind, on this day personally appeared Allan Lind, Director of Windridge A2A Developments, LLC, proved to me through the production of valid identification to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of October, A.D., 2022.

Notary Public

(SEAL)

Printed Name: NICHOLAS M. LIND

My Commission Expires:

OCTOBER 9, 2022

Name:

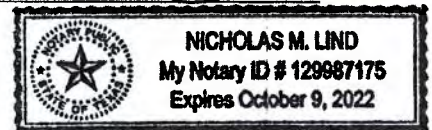
NICHOLAS M. LIND

Title:

NOTARY PUBLIC

Date:

OCTOBER 8, 2022



**After recording, please return original to:**

Windridge A2A Developments, LLC  
7340 Cascade Ct, Unit 1122  
Fort Worth, Texas 76137



**EXHIBIT A****PERMITTED EXCEPTIONS TO DEED**

1. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records.
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3. Easement for right-of-way granted to Lone Star Gas Company by instrument recorded in Volume 2483, Page 221, Deed Records of Tarrant County, Texas.
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6. Easement for right-of-way granted to Enserch Corporation, recorded in Volume 9730, Page 907, Deed Records of Tarrant County, Texas.
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8. Terms, conditions, stipulations of, and easements granted by Thirty foot wide (30') Pipeline and Access Easement Agreement, recorded under Clerk's File No. D204343519, Deed Records of Tarrant County, Texas as affected by Clerk's File No. D205318790, Deed Records of Tarrant County, Texas.
9. Terms, conditions, stipulations of, and easement granted by Water Pipeline(s) Easement and Right-of-Way recorded under Clerk's File No. D205318789, Deed Records of Tarrant County, Texas.
10. Easement for Temporary Workspace Easement and Right-of-Way reserved by grantors in warranty deed recorded under Clerk's File No. D206076626, Deed Records of Tarrant County, Texas.
11. Right of Way Agreement between Grantor and Energy Transfer Fuel, L.P., recorded under Clerk's File No. D206201266, Deed Records of Tarrant County, Texas, as affected by Conveyance, Assignment and Bill of Sale, dated effective December 1, 2006, filed for record under Clerk's File No. D207020167, Deed Records of Tarrant County, Texas.

12. Easement executed by TXU Electric Delivery Company, to Crosstex North Texas Gathering L.P., dated February 27, 2007, recorded in/under Instrument File No. D207127585, of the Real Property Records of Tarrant County, Texas. As affected by Partial Assignment filed July 16, 2009, recorded in Instrument File No. D209190494, and filed November 18, 2009, recorded in Instrument File No. D209303518 Real Property Records, Tarrant County, Texas.
13. Terms, conditions and stipulations contained in Memorandum of Surface Use Agreement and Subsurface Easement Agreement executed by and between Windridge-Tarrant 437, Ltd., and Titan Operating, LLC, August 28, 2009, filed August 16, 2010 recorded in/under Instrument File No. D210198475, of the Real Property Records of Tarrant County, Texas.
14. Terms, conditions and stipulations contained in Memorandum of Surface Use Agreement and Subsurface Easement Agreement executed by and between Windridge-Tarrant 437, Ltd., and Titan Operating, LLC, dated August 28, 2009, filed August 16, 2010 recorded in/under Instrument File No. D210198477, of the Real Property Records of Tarrant County, Texas.
15. Easement created in instrument executed by Windridge-Tarrant 437, Ltd., a Texas limited partnership to Titan Operating, LLC, dated October 18, 2010, filed October 19, 2010, recorded in Instrument File No. D210258326, Real Property Records, Tarrant County, Texas.
16. Terms, conditions, and stipulations of the any unrecorded gas pipeline and access easements in favor of Atmos Energy Corporation.
17. Covenants, conditions, restrictions, easements, assessments and liens created by instrument(s) recorded in/under Clerk's File No. D215136413, Real Property Records, Tarrant County, Texas.
18. Terms, conditions, provisions and stipulations contained in Drainage Channel Maintenance Agreement by and between Pearl Developments, LLC and the City of Fort Worth, dated November 19, 2013, filed December 5, 2013, recorded in/under Clerk's File No. D213308613, Real Property Records, Tarrant County, Texas.
19. Terms, conditions, provisions and stipulations contained in Drainage Channel Maintenance Agreement by and between Pearl Developments, LLC and the City of Fort Worth, dated December 3, 2013, filed December 5, 2013, recorded in/under Clerk's File No. D213308644, Real Property Records, Tarrant County, Texas.
20. The following easements and building lines, as set out on plat recorded in Clerk's File No. D213298533, Plat Records, Tarrant County, Texas:
  1. Building line twenty (20) feet in width along the front property line.
  2. Building lines five (5) feet in width along both side property lines.
  3. Utility easement ten (10) feet in width along the front property line.

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

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**SPECIAL WARRANTY DEED**

Date: October 8, 2022

Grantor: **Windridge A2A Developments, LLC**

Grantor's Mailing Address:

7340 Cascade Ct, Unit 1122  
Fort Worth, TX 76137 USA

Grantee: **Serene Sendera Ranch, L.P.**

Grantee's Mailing Address:

7340 Cascade Ct, Unit 1122  
Fort Worth, TX 76137 USA

**Windridge A2A Developments, LLC** ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and does GRANT, BARGAIN, SELL, AND CONVEY to **Serene Sendera Ranch, L.P.** ("Grantee"), the real property in Tarrant County, Texas, fully described as follows:

Being Block 1, Lot 6R, The Hills of Windridge, an addition to the City of Fort Worth, Tarrant County, Texas according to the Plat thereof recorded in Instrument Number D213298533 Dated 11/20/2013, in the Plat Records of Tarrant County, Texas.

and any and all improvements located on it, together with (a) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and ownership, possessory or other interests appurtenant to the land, and (b) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and ownership, possessory or other interests of Grantor, either at law or in equity, in possession or in expectancy, in and to any land lying in the streets, highways, roads, alleys, rights-of-way, or sidewalks, open or proposed, in front of, above, over, under, through, or adjoining the land, and in and to any strips or gores of real estate adjoining the real property (collectively, "Property").

This Special Warranty Deed and the conveyance above are executed by Grantor and accepted by Grantee subject to any and all restrictions, easements, mineral reservations, other matters of record, to the extent they are validly existing and applicable to the Property, including, without

limitation, the matters described on Exhibit "A" attached hereto and incorporated herein by this reference (collectively, "Permitted Exceptions"). This conveyance is also being made by Grantor and accepted by Grantee subject to taxes for the year 2017, the payment of which Grantee assumes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances to it in any way belonging, to Grantee, its successors, and its assigns forever, and Grantor binds itself, its successors, and its assigns to warrant and forever defend all and singular the title to the Property to Grantee, its successors, and its assigns against any person lawfully claiming or to claim the same or any part of it by, through, or under Grantor, but not otherwise, subject to the Permitted Exceptions.

GRANTOR IS CONVEYING THE PROPERTY TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE FROM OR ON BEHALF OF GRANTOR, EXCEPT FOR GRANTOR'S SPECIAL WARRANTY OF TITLE STATED ABOVE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION ABOUT THE CONDITION OF THE PROPERTY MADE BY GRANTOR, OR ANYONE ACTING ON GRANTOR'S BEHALF, BUT IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.

[Remainder of page is intentionally left blank; Signatures on following page]



EXECUTED as of the 8th day of October, 2022.

**GRANTOR:**

Windridge A2A Developments, LLC

By: 

Allan Lind, Director,  
Windridge A2A Developments, LLC

**ACKNOWLEDGEMENT**

STATE OF TEXAS

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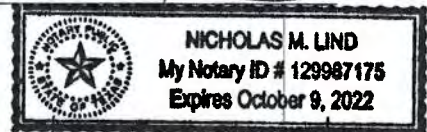
COUNTY OF TARRANT

Before me, Nicholas M. Lind, on this day personally appeared Allan Lind, Director of Windridge A2A Developments, LLC, proved to me through the production of valid identification to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of October, A.D., 2022.

Notary Public

(SEAL)



Printed Name: NICHOLAS M. LIND

My Commission Expires:

OCTOBER 9, 2022

Name:

NICHOLAS M. LIND

Title:

NOTARY PUBLIC

Date:

OCTOBER 8, 2022

**After recording, please return original to:**

Windridge A2A Developments, LLC  
7340 Cascade Ct, Unit 1122  
Fort Worth, Texas 76137

**EXHIBIT A****PERMITTED EXCEPTIONS TO DEED**

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Unofficial Copy

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*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

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**SPECIAL WARRANTY DEED**

Date: October 8, 2022

Grantor: **Windridge A2A Developments, LLC**

Grantor's Mailing Address:

7340 Cascade Ct, Unit 1122  
Fort Worth, TX 76137 USA

Grantee: **Serene Sendera Ranch, L.P.**

Grantee's Mailing Address:

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Fort Worth, TX 76137 USA

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Being Block 1, Lot 5R, The Hills of Windridge, an addition to the City of Fort Worth, Tarrant County, Texas according to the Plat thereof recorded in Instrument Number D218298533 Dated 11/20/2013, in the Plat Records of Tarrant County, Texas.

and any and all improvements located on it, together with (a) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and ownership, possessory or other interests appurtenant to the land, and (b) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and ownership, possessory or other interests of Grantor, either at law or in equity, in possession or in expectancy, in and to any land lying in the streets, highways, roads, alleys, rights-of-way, or sidewalks, open or proposed, in front of, above, over, under, through, or adjoining the land, and in and to any strips or gores of real estate adjoining the real property (collectively, "Property").

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[Remainder of page is intentionally left blank; Signatures on following page]

EXECUTED as of the 8th day of October, 2022.

**GRANTOR:**

Windridge A2A Developments, LLC

By: 

Allan Lind, Director,  
Windridge A2A Developments, LLC

**ACKNOWLEDGEMENT**

STATE OF TEXAS

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COUNTY OF TARRANT

Before me, Nicholas M. Lind, on this day personally appeared Allan Lind, Director of Windridge A2A Developments, LLC, proved to me through the production of valid identification to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of October, A.D., 2022.

Notary Public

(SEAL)

Printed Name: NICHOLAS M. LIND

My Commission Expires:

OCTOBER 29, 2022

Name:

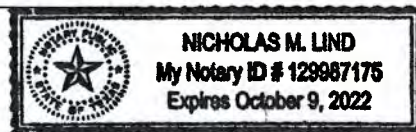
NICHOLAS M. LIND

Title:

NOTARY PUBLIC

Date:

OCTOBER 8, 2022



**After recording, please return original to:**

Windridge A2A Developments, LLC  
7340 Cascade Ct, Unit 1122  
Fort Worth, Texas 76137

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  1. Building line twenty (20) feet in width along the front property line.
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  3. Utility easement ten (10) feet in width along the front property line.

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

**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**

Date: OCTOBER 3, 2022

Grantor: **Windridge A2A Developments, LLC**

Grantor's Mailing Address:

7340 Cascade Ct, Unit 1122  
Fort Worth, TX 76137 USA

Grantee: **Serene Sendera Ranch, L.P.**

Grantee's Mailing Address:

7340 Cascade Ct, Unit 1122  
Fort Worth, TX 76137 USA

Windridge A2A Developments, LLC ("Grantor") in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and does GRANT, BARGAIN, SELL, AND CONVEY to Serene Sendera Ranch, L.P. ("Grantee"), the real property in Tarrant County, Texas, fully described as follows:

Being Block 1, Lot 14, The Hills of Windridge, an addition to the City of Fort Worth, Tarrant County, Texas according to the Plat thereof recorded in Instrument Number D213298533, Dated 11/21/13, in the Plat Records of Tarrant County, Texas,

and any and all improvements located on it, together with (a) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and ownership, possessory or other interests appurtenant to the land, and (b) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and ownership, possessory or other interests of Grantor, either at law or in equity, in possession or in expectancy, in and to any land lying in the streets, highways, roads, alleys, rights-of-way, or sidewalks, open or proposed, in front of, above, over, under, through, or adjoining the land, and in and to any strips or gores of real estate adjoining the real property (collectively, "Property").

This Special Warranty Deed and the conveyance above are executed by Grantor and accepted by Grantee subject to any and all restrictions, easements, mineral reservations, other matters of record, to the extent they are validly existing and applicable to the Property, including, without limitation, the matters described on Exhibit "A" attached hereto and incorporated herein by this reference (collectively, "Permitted Exceptions"). This conveyance is also being made by Grantor

and accepted by Grantee subject to taxes for the year 2017, the payment of which Grantee assumes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances to it in any way belonging, to Grantee, its successors, and its assigns forever, and Grantor binds itself, its successors, and its assigns to warrant and forever defend all and singular the title to the P5roperty to Grantee, its successors, and its assigns against any person lawfully claiming or to claim the same or any part of it by, through, or under Grantor, but not otherwise, subject to the Permitted Exceptions.

GRANTOR IS CONVEYING THE PROPERTY TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE FROM OR ON BEHALF OF GRANTOR, EXCEPT FOR GRANTOR'S SPECIAL WARRANTY OF TITLE STATED ABOVE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION ABOUT THE CONDITION OF THE PROPERTY MADE BY GRANTOR OR ANYONE ACTING ON GRANTOR'S BEHALF, BUT IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.

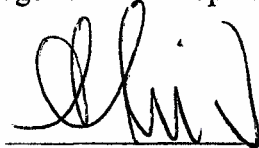
[Remainder of page is intentionally left blank; Signatures on following page]

EXECUTED as of the 30<sup>th</sup> day of OCTOBER, 2022.

**GRANTOR:**

Windridge A2A Developments, LLC

By:



Allan Lind, Director,  
Windridge A2A Developments, LLC

**ACKNOWLEDGEMENT**

STATE OF TEXAS

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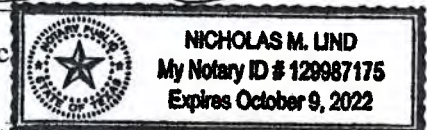
COUNTY OF TARRANT

Before me ALLAN LIND on this day personally appeared Allan Lind, Director of Windridge A2A Developments, LLC, proved to me through the production of valid identification to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30<sup>th</sup> day of OCTOBER, A.D. 2022.

Notary Public

(SEAL)



Printed Name: NICHOLAS M. LIND

My Commission Expires:

OCTOBER 9, 2022

Name:

NICHOLAS M. LIND

Title:

NOTARY PUBLIC

Date:

OCTOBER 3, 2022

**After recording, please return original to:**

Windridge A2A Developments, LLC  
7340 Cascade Ct, Unit 1122  
Fort Worth, Texas 76137



**EXHIBIT A****PERMITTED EXCEPTIONS TO DEED**

1. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records.
2. Easement for right-of-way granted to Southwestern Bell Telephone Company by instrument recorded in Volume 2975, Page 207, Deed Records of Tarrant County, Texas.
3. Easement for right-of-way granted to Lone Star Gas Company by instrument recorded in Volume 2483, Page 221, Deed Records of Tarrant County, Texas.
4. Easement for right-of-way granted to Southwestern Bell Telephone Company by instrument recorded in Volume 8453, Page 1715, Deed Records of Tarrant County, Texas.
5. Easement for right-of-way granted to Texas Electric Service Company by instrument recorded in Volume 9184, Page 681, Deed Records of Tarrant County, Texas.
6. Easement for right-of-way granted to Enserch Corporation, recorded in Volume 9730, Page 907, Deed Records of Tarrant County, Texas.
7. All oil, gas, and other minerals as reserved in deed recorded under Clerk's File No. D204343518, Deed Records of Tarrant County, Texas, as affected by waiver of surface rights contained therein All oil, gas, and other minerals as reserved in deed recorded under Clerk's File No. D204343518, Deed Records of Tarrant County, Texas, as affected by waiver of surface rights contained therein.
8. Terms, conditions, stipulations of, and easements granted by Thirty foot wide (30') Pipeline and Access Easement Agreement, recorded under Clerk's File No. D204343519, Deed Records of Tarrant County, Texas as affected by Clerk's File No. D205318790, Deed Records of Tarrant County, Texas.
9. Terms, conditions, stipulations of, and easement granted by Water Pipeline(s) Easement and Right-of-Way recorded under Clerk's File No. D205318789, Deed Records of Tarrant County, Texas.
10. Easement for Temporary Workspace Easement and Right-of-Way reserved by grantors in warranty deed recorded under Clerk's File No. D206076626, Deed Records of Tarrant County, Texas.
11. Right of Way Agreement between Grantor and Energy Transfer Fuel, L.P., recorded under Clerk's File No. D206201266, Deed Records of Tarrant County, Texas, as affected by Conveyance, Assignment and Bill of Sale, dated effective December 1, 2006, filed for record under Clerk's File No. D207020167, Deed Records of Tarrant County, Texas.

12. Easement executed by TXU Electric Delivery Company, to Crosstex North Texas Gathering L.P., dated February 27, 2007, recorded in/under Instrument File No. D207127585, of the Real Property Records of Tarrant County, Texas. As affected by Partial Assignment filed July 16, 2009, recorded in Instrument File No. D209190494, and filed November 18, 2009, recorded in Instrument File No. D209303518 Real Property Records, Tarrant County, Texas.
13. Terms, conditions and stipulations contained in Memorandum of Surface Use Agreement and Subsurface Easement Agreement executed by and between Windridge-Tarrant 437, Ltd., and Titan Operating, LLC, August 28, 2009, filed August 16, 2010 recorded in/under Instrument File No. D210198475, of the Real Property Records of Tarrant County, Texas.
14. Terms, conditions and stipulations contained in Memorandum of Surface Use Agreement and Subsurface Easement Agreement executed by and between Windridge-Tarrant 437, Ltd., and Titan Operating, LLC, dated August 28, 2009, filed August 16, 2010 recorded in/under Instrument File No. D210198477, of the Real Property Records of Tarrant County, Texas.
15. Easement created in instrument executed by Windridge-Tarrant 437, Ltd., a Texas limited partnership to Titan Operating, LLC, dated October 18, 2010, filed October 19, 2010, recorded in Instrument File No. D210258326, Real Property Records, Tarrant County, Texas.
16. Terms, conditions, and stipulations of the any unrecorded gas pipeline and access easements in favor of Atmos Energy Corporation.
17. Covenants, conditions, restrictions, easements, assessments and liens created by instrument(s) recorded in/under Clerk's File No. D215136413, Real Property Records, Tarrant County, Texas.
18. Terms, conditions, provisions and stipulations contained in Drainage Channel Maintenance Agreement by and between Pearl Developments, LLC and the City of Fort Worth, dated November 19, 2013, filed December 5, 2013, recorded in/under Clerk's File No. D213308613, Real Property Records, Tarrant County, Texas.
19. Terms, conditions, provisions and stipulations contained in Drainage Channel Maintenance Agreement by and between Pearl Developments, LLC and the City of Fort Worth, dated December 3, 2013, filed December 5, 2013, recorded in/under Clerk's File No. D213308644, Real Property Records, Tarrant County, Texas.
20. The following easements and building lines, as set out on plat recorded in Clerk's File No. D213298533, Plat Records, Tarrant County, Texas:
  1. Building line twenty (20) feet in width along the front property line.
  2. Building lines five (5) feet in width along both side property lines.
  3. Utility easement ten (10) feet in width along the front property line.

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

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**SPECIAL WARRANTY DEED**

Date: October 8, 2022

Grantor: **Windridge A2A Developments, LLC**

Grantor's Mailing Address:

7340 Cascade Ct, Unit 1122  
Fort Worth, TX 76137 USA

Grantee: **Serene Sendera Ranch, L.P.**

Grantee's Mailing Address:

7340 Cascade Ct, Unit 1122  
Fort Worth, TX 76137 USA

**Windridge A2A Developments, LLC** ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and does GRANT, BARGAIN, SELL, AND CONVEY to **Serene Sendera Ranch, L.P.** ("Grantee"), the real property in Tarrant County, Texas, fully described as follows:

Being Block 1, Lot 1R, The Hills of Windridge, an addition to the City of Fort Worth, Tarrant County, Texas according to the Plat thereof recorded in Instrument Number D214165385 Dated 08/01/2014, in the Plat Records of Tarrant County, Texas.

and any and all improvements located on it, together with (a) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and ownership, possessory or other interests appurtenant to the land, and (b) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and ownership, possessory or other interests of Grantor, either at law or in equity, in possession or in expectancy, in and to any land lying in the streets, highways, roads, alleys, rights-of-way, or sidewalks, open or proposed, in front of, above, over, under, through, or adjoining the land, and in and to any strips or gores of real estate adjoining the real property (collectively, "Property").

This Special Warranty Deed and the conveyance above are executed by Grantor and accepted by Grantee subject to any and all restrictions, easements, mineral reservations, other matters of record, to the extent they are validly existing and applicable to the Property, including, without

limitation, the matters described on Exhibit "A" attached hereto and incorporated herein by this reference (collectively, "Permitted Exceptions"). This conveyance is also being made by Grantor and accepted by Grantee subject to taxes for the year 2017, the payment of which Grantee assumes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances to it in any way belonging, to Grantee, its successors, and its assigns forever, and Grantor binds itself, its successors, and its assigns to warrant and forever defend all and singular the title to the Property to Grantee, its successors, and its assigns against any person lawfully claiming or to claim the same or any part of it by, through, or under Grantor, but not otherwise, subject to the Permitted Exceptions.

GRANTOR IS CONVEYING THE PROPERTY TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE FROM OR ON BEHALF OF GRANTOR, EXCEPT FOR GRANTOR'S SPECIAL WARRANTY OF TITLE STATED ABOVE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION ABOUT THE CONDITION OF THE PROPERTY MADE BY GRANTOR, OR ANYONE ACTING ON GRANTOR'S BEHALF, BUT IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.

[Remainder of page is intentionally left blank; Signatures on following page]



EXECUTED as of the 8th day of October, 2022.

**GRANTOR:**

Windridge A2A Developments, LLC

By: [Signature]

Allan Lind, Director,  
Windridge A2A Developments, LLC

**ACKNOWLEDGEMENT**

STATE OF TEXAS

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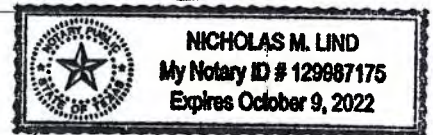
COUNTY OF TARRANT

Before me, Nicholas M. Lind, on this day personally appeared Allan Lind, Director of Windridge A2A Developments, LLC, proved to me through the production of valid identification to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of October, A.D., 2022.

Notary Public

(SEAL)



Printed Name: NICHOLAS M. LIND

My Commission Expires:

OCTOBER 9, 2022

Name:

NICHOLAS M. LIND

Title:

NOTARY PUBLIC

Date:

OCTOBER 8, 2022

**After recording, please return original to:**

Windridge A2A Developments, LLC  
7340 Cascade Ct, Unit 1122  
Fort Worth, Texas 76137

**EXHIBIT A****PERMITTED EXCEPTIONS TO DEED**

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6. Easement for right-of-way granted to Enserch Corporation, recorded in Volume 9730, Page 907, Deed Records of Tarrant County, Texas.
7. All oil, gas, and other minerals as reserved in deed recorded under Clerk's File No. D204343518, Deed Records of Tarrant County, Texas, as affected by waiver of surface rights contained therein. All oil, gas, and other minerals as reserved in deed recorded under Clerk's File No. D204343518, Deed Records of Tarrant County, Texas, as affected by waiver of surface rights contained therein.
8. Terms, conditions, stipulations of, and easements granted by Thirty foot wide (30') Pipeline and Access Easement Agreement, recorded under Clerk's File No. D204343519, Deed Records of Tarrant County, Texas as affected by Clerk's File No. D205318790, Deed Records of Tarrant County, Texas.
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*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

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**SPECIAL WARRANTY DEED**

Date: October 3, 2022

Grantor: **Windridge A2A Developments, LLC**

Grantor's Mailing Address:

7340 Cascade Ct, Unit 1122  
Fort Worth, TX 76137 USA

Grantee: **Serene Sendera Ranch, L.P.**

Grantee's Mailing Address:

7340 Cascade Ct, Unit 1122  
Fort Worth, TX 76137 USA

Windridge A2A Developments, LLC ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and does GRANT, BARGAIN, SELL, AND CONVEY to Serene Sendera Ranch, L.P. ("Grantee"), the real property in Tarrant County, Texas, fully described as follows:

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and any and all improvements located on it, together with (a) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and ownership, possessory or other interests appurtenant to the land, and (b) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and ownership, possessory or other interests of Grantor, either at law or in equity, in possession or in expectancy, in and to any land lying in the streets, highways, roads, alleys, rights-of-way, or sidewalks, open or proposed, in front of, above, over, under, through, or adjoining the land, and in and to any strips or gores of real estate adjoining the real property (collectively, "Property").

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and accepted by Grantee subject to taxes for the year 2017, the payment of which Grantee assumes.

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[Remainder of page is intentionally left blank: Signatures on following page]

EXECUTED as of the 30<sup>th</sup> day of OCTOBER, 2022.

**GRANTOR:**

Windridge A2A Developments, LLC

By: [Signature]

Allan Lind, Director,  
Windridge A2A Developments, LLC

**ACKNOWLEDGEMENT**

STATE OF TEXAS

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COUNTY OF TARRANT

Before me ALLAN LIND on this day personally appeared Allan Lind, Director of Windridge A2A Developments, LLC, proved to me through the production of valid identification to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30<sup>th</sup> day of OCTOBER, A.D. 2022.

Notary Public

(SEAL)

Printed Name: NICHOLAS M. LIND

My Commission Expires:

OCTOBER 9, 2022

Name:

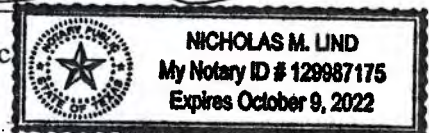
NICHOLAS M. LIND

Title:

NOTARY PUBLIC

Date:

OCTOBER 3, 2022



**After recording, please return original to:**

Windridge A2A Developments, LLC  
7340 Cascade Ct, Unit 1122  
Fort Worth, Texas 76137

**EXHIBIT A****PERMITTED EXCEPTIONS TO DEED**

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  1. Building line twenty (20) feet in width along the front property line.
  2. Building lines five (5) feet in width along both side property lines.
  3. Utility easement ten (10) feet in width along the front property line.



*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

**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**

Date: OCTOBER 3, 2022

Grantor: **Windridge A2A Developments, LLC**

Grantor's Mailing Address:

7340 Cascade Ct, Unit 1122  
Fort Worth, TX 76137 USA

Grantee: **Serene Sendera Ranch, L.P.**

Grantee's Mailing Address:

7340 Cascade Ct, Unit 1122  
Fort Worth, TX 76137 USA

Windridge A2A Developments, LLC ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, has GRANTED, BARGAINED SOLD, and CONVEYED and does GRANT, BARGAIN, SELL, AND CONVEY to Serene Sendera Ranch, L.P. ("Grantee"), the real property in Tarrant County, Texas, fully described as follows:

Being Block 1, Lot 13, The Hills of Windridge, an addition to the City of Fort Worth, Tarrant County, Texas according to the Plat thereof recorded in Instrument Number D213298533, Dated 11/21/13, in the Plat Records of Tarrant County, Texas,

and any and all improvements located on it, together with (a) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and ownership, possessory or other interests appurtenant to the land, and (b) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and ownership, possessory or other interests of Grantor, either at law or in equity, in possession or in expectancy, in and to any land lying in the streets, highways, roads, alleys, rights-of-way, or sidewalks, open or proposed, in front of, above, over, under, through, or adjoining the land, and in and to any strips or gores of real estate adjoining the real property (collectively, "Property").

This Special Warranty Deed and the conveyance above are executed by Grantor and accepted by Grantee subject to any and all restrictions, easements, mineral reservations, other matters of record, to the extent they are validly existing and applicable to the Property, including, without limitation, the matters described on Exhibit "A" attached hereto and incorporated herein by this reference (collectively, "Permitted Exceptions"). This conveyance is also being made by Grantor

and accepted by Grantee subject to taxes for the year 2017, the payment of which Grantee assumes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances to it in any way belonging, to Grantee, its successors, and its assigns forever, and Grantor binds itself, its successors, and its assigns to warrant and forever defend all and singular the title to the Property to Grantee, its successors, and its assigns against any person lawfully claiming or to claim the same or any part of it by, through, or under Grantor, but not otherwise, subject to the Permitted Exceptions.

GRANTOR IS CONVEYING THE PROPERTY TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE FROM OR ON BEHALF OF GRANTOR, EXCEPT FOR GRANTOR'S SPECIAL WARRANTY OF TITLE STATED ABOVE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION ABOUT THE CONDITION OF THE PROPERTY MADE BY GRANTOR OR ANYONE ACTING ON GRANTOR'S BEHALF, BUT IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.

[Remainder of page is intentionally left blank. Signatures on following page]

EXECUTED as of the 30 day of OCTOBER, 2022.

**GRANTOR:**

Windridge A2A Developments, LLC

By: [Signature]

Allan Lind, Director,  
Windridge A2A Developments, LLC

**ACKNOWLEDGEMENT**

STATE OF TEXAS

§  
§  
§

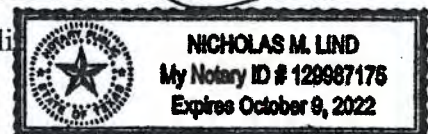
COUNTY OF TARRANT

Before me ALLAN LIND on this day personally appeared Allan Lind, Director of Windridge A2A Developments, LLC, proved to me through the production of valid identification to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30 day of OCTOBER, A.D., 2022.

Notary Public

(SEAL)



Printed Name: NICHOLAS M. LIND

My Commission Expires:

OCTOBER 9, 2022

Name:

NICHOLAS M. LIND

Title:

NOTARY PUBLIC

Date:

OCTOBER 3, 2022

**After recording, please return original to:**

Windridge A2A Developments, LLC  
7340 Cascade Ct, Unit 1122  
Fort Worth, Texas 76137

**EXHIBIT A****PERMITTED EXCEPTIONS TO DEED**

1. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records.
2. Easement for right-of-way granted to Southwestern Bell Telephone Company by instrument recorded in Volume 2975, Page 207, Deed Records of Tarrant County, Texas.
3. Easement for right-of-way granted to Lone Star Gas Company by instrument recorded in Volume 2483, Page 221, Deed Records of Tarrant County, Texas.
4. Easement for right-of-way granted to Southwestern Bell Telephone Company by instrument recorded in Volume 8453, Page 1715, Deed Records of Tarrant County, Texas.
5. Easement for right-of-way granted to Texas Electric Service Company by instrument recorded in Volume 9184, Page 681, Deed Records of Tarrant County, Texas.
6. Easement for right-of-way granted to Enserch Corporation, recorded in Volume 9730, Page 907, Deed Records of Tarrant County, Texas.
7. All oil, gas, and other minerals as reserved in deed recorded under Clerk's File No. D204343518, Deed Records of Tarrant County, Texas, as affected by waiver of surface rights contained therein All oil, gas, and other minerals as reserved in deed recorded under Clerk's File No. D204343518, Deed Records of Tarrant County, Texas, as affected by waiver of surface rights contained therein.
8. Terms, conditions, stipulations of, and easements granted by Thirty foot wide (30') Pipeline and Access Easement Agreement, recorded under Clerk's File No. D204343519, Deed Records of Tarrant County, Texas as affected by Clerk's File No. D205318790, Deed Records of Tarrant County, Texas.
9. Terms, conditions, stipulations of, and easement granted by Water Pipeline(s) Easement and Right-of-Way recorded under Clerk's File No. D205318789, Deed Records of Tarrant County, Texas.
10. Easement for Temporary Workspace Easement and Right-of-Way reserved by grantors in warranty deed recorded under Clerk's File No. D206076626, Deed Records of Tarrant County, Texas.
11. Right of Way Agreement between Grantor and Energy Transfer Fuel, L.P., recorded under Clerk's File No. D206201266, Deed Records of Tarrant County, Texas, as affected by Conveyance, Assignment and Bill of Sale, dated effective December 1, 2006, filed for record under Clerk's File No. D207020167, Deed Records of Tarrant County, Texas.

Unofficial Copy



12. Easement executed by TXU Electric Delivery Company, to Crosstex North Texas Gathering L.P., dated February 27, 2007, recorded in/under Instrument File No. D207127585, of the Real Property Records of Tarrant County, Texas. As affected by Partial Assignment filed July 16, 2009, recorded in Instrument File No. D209190494, and filed November 18, 2009, recorded in Instrument File No. D209303518 Real Property Records, Tarrant County, Texas.
13. Terms, conditions and stipulations contained in Memorandum of Surface Use Agreement and Subsurface Easement Agreement executed by and between Windridge-Tarrant 437, Ltd., and Titan Operating, LLC, August 28, 2009, filed August 16, 2010 recorded in/under Instrument File No. D210198475, of the Real Property Records of Tarrant County, Texas.
14. Terms, conditions and stipulations contained in Memorandum of Surface Use Agreement and Subsurface Easement Agreement executed by and between Windridge-Tarrant 437, Ltd., and Titan Operating, LLC, dated August 28, 2009, filed August 16, 2010 recorded in/under Instrument File No. D210198477, of the Real Property Records of Tarrant County, Texas.
15. Easement created in instrument executed by Windridge-Tarrant 437, Ltd., a Texas limited partnership to Titan Operating, LLC, dated October 18, 2010, filed October 19, 2010, recorded in Instrument File No. D210258326, Real Property Records, Tarrant County, Texas.
16. Terms, conditions, and stipulations of the any unrecorded gas pipeline and access easements in favor of Atmos Energy Corporation.
17. Covenants, conditions, restrictions, easements, assessments and liens created by instrument(s) recorded in/under Clerk's File No. D215136413, Real Property Records, Tarrant County, Texas.
18. Terms, conditions, provisions and stipulations contained in Drainage Channel Maintenance Agreement by and between Pearl Developments, LLC and the City of Fort Worth, dated November 19, 2013, filed December 5, 2013, recorded in/under Clerk's File No. D213308613, Real Property Records, Tarrant County, Texas.
19. Terms, conditions, provisions and stipulations contained in Drainage Channel Maintenance Agreement by and between Pearl Developments, LLC and the City of Fort Worth, dated December 3, 2013, filed December 5, 2013, recorded in/under Clerk's File No. D213308644, Real Property Records, Tarrant County, Texas.
20. The following easements and building lines, as set out on plat recorded in Clerk's File No. D213298533, Plat Records, Tarrant County, Texas:
  1. Building line twenty (20) feet in width along the front property line.
  2. Building lines five (5) feet in width along both side property lines.
  3. Utility easement ten (10) feet in width along the front property line.

# APPENDIX F

**Form 207**

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709

Filing Fee: \$750

**Certificate of Formation  
Limited Partnership**

Filed in the Office of the  
Secretary of State of Texas  
Filing #: 805561418 05/23/2024  
Document #: 1366722180004  
Image Generated Electronically  
for Web Filing

**Article 1 - Entity Name and Type**

The filing entity being formed is a limited partnership. The name of the entity is:

**HILLS OF WINDRIDGE LP**

The name must contain the words "Limited Partnership," or "Limited," or the abbreviation "L.P.," "LP," or "Ltd." The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

**Article 2 - Principal Office**

The address of the principal office in the United States where records of the partnership are to be kept or made available is set forth below:

**6021 MORRISS RD STE 111, FLOWER MOUND, TX, USA 75028-3764**

**Article 3 – Registered Agent and Registered Office**

☐ A. The initial registered agent is an organization (cannot be limited partnership named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

**NICHOLAS LIND**

C. The business address of the registered agent and the registered office address is:

Street Address:

**6021 MORRISS AVE STE 111 FLOWER MOUND TX 75028-3764**

**Consent of Registered Agent**

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

**Article 4 - General Partner Information**

The name and address of each general partner are as follows:

General Partner 1: (Business Name) **WINDRIDGE A2A DEVELOPMENTS, LLC**

Address: **6021 MORRISS RD STE 111 FLOWER MOUND TX, USA 75028-3764**

**Supplemental Provisions / Information**

[The attached addendum, if any, is incorporated herein by reference.]

**Effectiveness of Filing**

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR



☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Initial Mailing Address**

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

**6021 MORISS RD STE 111  
FLOWER MOUND, TX 75028-3764  
USA**

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Signature of General Partner 1: **WINDRIDGE A2A DEVELOPMENTS, LLC, by ALLAN LIND, Director**

**FILING OFFICE COPY**

# APPENDIX G

# KENSINGTON VANGUARD

N A T I O N A L L A N D S E R V I C E S

June 25, 2024

Re: Title Number: 5191857-F-TX-CP-BCK  
Premises: Unknown, Fort Worth, TX 76101  
County: Tarrant  
Buyer: Buyer or Borrower identified in the purchase contract and/or loan agreement associated with the transaction proposed to be insured by the Company.  
Seller: Seller identified in the purchase contract associated with the transaction proposed to be insured by the Company.

Dear Sir/Madam,

With reference to the above captioned matter, enclosed herewith please find our Title Commitment.

If you have any questions regarding same, please contact our office.

We look forward to working with you on this transaction.

Thank you.

Transaction Contacts:

Heather Niedens / [hniedens@kvnational.com](mailto:hniedens@kvnational.com)

Issue Date : 06/05/2024 [ Update #2 ]

Order Information

GF# : 5191857

Branch : Kensington Vanguard National Land Services  
of TX

**Order Notes**

**THIS PROPERTY IS ASSESSED AS LAND ONLY. IF YOU KNOW OF ANY IMPROVEMENTS TO THIS PROPERTY, THEN PLEASE BE AWARE THAT THIS PROPERTY MAY BE SUBJECT TO A SUPPLEMENTAL OR TRANSFER OF TAXES.**

TARRANT REGIONAL WATER DISTRICT NO LONGER REQUIRES A NOTICE TO PURCHASER.

**TAGGED BY SURVEY PROVIDED BY CUSTOMER.**

**Multi-Parcel Total Taxes Summary for CAD Accounts (4)**

Collector	Entity	Tax Year	Base Tax	Base Due	If Paid By 06/30/2024	If Paid By 07/31/2024
41683544	41683609	41683625	41683633			
Tarrant County P O Box 961018, Fort Worth, TX, 76161-0018 Phone: 817-884-1100	City of Fort Worth	2023	\$0.04	\$0.00	\$0.00	\$0.00
	Tarrant County	2023	\$0.00	\$0.00	\$0.00	\$0.00
	Tarrant County College	2023	\$0.00	\$0.00	\$0.00	\$0.00
	Tarrant County Hospital	2023	\$0.00	\$0.00	\$0.00	\$0.00
	Tarrant Regional Water District	2023	\$0.00	\$0.00	\$0.00	\$0.00
	White Settlement ISD	2023	\$0.04	\$0.00	\$0.00	\$0.00
	<b>Subtotal:</b>		<b>\$0.08</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>Total Taxes :</b>		<b>\$0.08</b>	<b>\$0.00</b>	<b>PAID</b>	<b>PAID</b>

**Property Information**

**Assessment Information**

		2023 Values	2024 Values
Geographic ID	: 18412-1-10X-09		
Property ID	: 41683544	Land : \$1	\$1
Situs	: 11440 COBURN HILL PASS	Improvement : \$0	\$0
Assessed Owner(s)	: SERENE SENDERA RANCH LP	Appraised : \$1	\$1
Mailing	: 7340 CASCADE CT UNIT 1122 FORT WORTH TX 76137	Homestead Cap : \$0	\$0
Deed Reference	:	Assessed : \$1	\$1
Subdivision	:	Exemptions : None	None
Subdivision Code	: N/A	Certified : Certified	Preliminary
Acreage	: 10.33940	Estimate W/O Exemptions : \$0.02	\$0.02
State Codes	: C1		

**Legal Description**

HILLS OF WINDRIDGE, THE Block 1 Lot 10X PVT OPEN SPACE & AMENITY CENTER

**Account Notes**

**\*\*\*NO AG FOUND ON PROPERTY FOR TAX YEARS 2019-2023\*\*\***

**Tax Bill Summary**

# TAX CERTIFICATE

Issue Date : 06/05/2024 [ Update #2 ]		Order Information	
GF# : 5191857		Branch : Kensington Vanguard National Land Services of TX	

Collector	Tax Year	Base Tax	Base Due	If Paid By 06/30/2024	If Paid By 07/31/2024	As Of
Tarrant County Acct # 00041683544 P O Box 961018, Fort Worth, TX, 76161-0018 Phone: 817-884-1100	2023	\$0.02	\$0.00	\$0.00	\$0.00	06/05/24
	Collector Total :	\$0.02	\$0.00	\$0.00	\$0.00	
	<b>Total Taxes :</b>	<b>\$0.02</b>	<b>\$0.00</b>	<b>PAID</b>	<b>PAID</b>	

Taxing Jurisdictions - Total Tax Rate: 2.40957									
Collector	Jurisdiction	Bill Year	Tax Rate	Est Taxes	Base Tax	Base Due	Due 06/24	Due 07/24	As Of
Tarrant County	City of Fort Worth	2023	0.6725	\$0	\$0.01	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant County	2023	0.1945	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant County College	2023	0.11217	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant County Hospital	2023	0.1945	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant Regional Water District	2023	0.0267	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	White Settlement ISD	2023	1.2092	\$0	\$0.01	\$0.00	\$0.00	\$0.00	06/05/24
Subtotal:			2.40957	\$0	\$0.02	\$0.00	\$0.00	\$0.00	
<b>Total:</b>			<b>2.40957</b>	<b>\$0</b>	<b>\$0.02</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

Bond Information			
Name	Bonds Approved	Bonds Issued	Standby Fees
Tarrant Regional Water District	\$250,000,000.00	\$0.00	\$0.00

Alternate Contact Information			
Collector	Name	Contact	Address
Tarrant County	Tarrant County	Phone: 817-884-1100	100 E. Weatherford Street Fort Worth, TX 76196

Issue Date : 06/05/2024 [ Update #2 ]		Order Information	
GF# : 5191857		Branch : Kensington Vanguard National Land Services of TX	

Property Information		Assessment Information	
Geographic ID	: 18412-1-16X-09	<b>2023 Values</b>	<b>2024 Values</b>
Property ID	: 41683609	Land	: \$1 \$1
Situs	: 11405 COBURN HILL PASS	Improvement	: \$0 \$0
Assessed Owner(s)	: WINDRIDGE A2A DEVELOPMENTS LLC	Appraised	: \$1 \$1
Mailing	: 4335 WINDSOR CENTRE TRL STE 150 FLOWER MOUND TX 75028	Homestead Cap	: \$0 \$0
Deed Reference	:	Assessed	: \$1 \$1
Subdivision	:	Exemptions	: None None
Subdivision Code	: N/A	Certified	: Certified Preliminary
Acreage	: 9.26060	Estimate W/O Exemptions	: \$0.02
State Codes	: C1		
<b>Legal Description</b>			
HILLS OF WINDRIDGE, THE Block 1 Lot 16X PRIVATE OPEN SPACE			

<b>Account Notes</b>
<b>***NO AG FOUND ON PROPERTY FOR TAX YEARS 2019-2023***</b>

Tax Bill Summary						
Collector	Tax Year	Base Tax	Base Due	If Paid By 06/30/2024	If Paid By 07/31/2024	As Of
Tarrant County	2023	\$0.02	\$0.00	\$0.00	\$0.00	06/05/24
Acct # 00041683609						
P O Box 961018,	Collector Total :	\$0.02	\$0.00	\$0.00	\$0.00	
Fort Worth, TX,						
76161-0018						
Phone: 817-884-1100	<b>Total Taxes :</b>	<b>\$0.02</b>	<b>\$0.00</b>	<b>PAID</b>	<b>PAID</b>	

Taxing Jurisdictions - Total Tax Rate: 2.40957									
Collector	Jurisdiction	Bill Year	Tax Rate	Est Taxes	Base Tax	Base Due	Due 06/24	Due 07/24	As Of
Tarrant County	City of Fort Worth	2023	0.6725	\$0	\$0.01	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant County	2023	0.1945	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant County College	2023	0.11217	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant County Hospital	2023	0.1945	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant Regional Water District	2023	0.0267	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	White Settlement ISD	2023	1.2092	\$0	\$0.01	\$0.00	\$0.00	\$0.00	06/05/24

Issue Date : 06/05/2024 [ Update #2 ]				Order Information					
GF# : 5191857				Branch : Kensington Vanguard National Land Services of TX					

Collector	Jurisdiction	Bill Year	Tax Rate	Est Taxes	Base Tax	Base Due	Due 06/24	Due 07/24	As Of
Subtotal:			2.40957	\$0	\$0.02	\$0.00	\$0.00	\$0.00	
Total:			2.40957	\$0	\$0.02	\$0.00	\$0.00	\$0.00	

Bond Information			
Name	Bonds Approved	Bonds Issued	Standby Fees
Tarrant Regional Water District	\$250,000,000.00	\$0.00	\$0.00

Alternate Contact Information			
Collector	Name	Contact	Address
Tarrant County	Tarrant County	Phone: 817-884-1100	100 E. Weatherford Street Fort Worth, TX 76196

Issue Date : 06/05/2024 [ Update #2 ]		Order Information
GF# : 5191857		Branch : Kensington Vanguard National Land Services of TX

Property Information		Assessment Information			
		2023 Values		2024 Values	
Geographic ID	: 18412-2-1X-09	Land	:	\$1	\$1
Property ID	: 41683625	Improvement	:	\$0	\$0
Situs	: 102 SOARING HILL BLVD	Appraised	:	\$1	\$1
Assessed Owner(s)	: PEARL DEVELOPMENTS LLC	Homestead Cap	:	\$0	\$0
Mailing	: 6635 SANDSHELL BLVD FORT WORTH TX 76137	Assessed	:	\$1	\$1
Deed Reference	:	Exemptions	:	None	None
Subdivision	:	Certified	:	Certified	Preliminary
Subdivision Code	: N/A	Estimate W/O Exemptions	:		\$0.02
Acreage	: 0.04570				
State Codes	: C1				
Legal Description					
HILLS OF WINDRIDGE, THE Block 2 Lot 1X COMMON AREA					

Account Notes
***NO AG FOUND ON PROPERTY FOR TAX YEARS 2019-2023***

Tax Bill Summary						
Collector	Tax Year	Base Tax	Base Due	If Paid By 06/30/2024	If Paid By 07/31/2024	As Of
Tarrant County	2023	\$0.02	\$0.00	\$0.00	\$0.00	06/05/24
Acct # 00041683625						
P O Box 961018,	Collector Total :	\$0.02	\$0.00	\$0.00	\$0.00	
Fort Worth, TX,						
76161-0018						
Phone: 817-884-1100						
	<b>Total Taxes :</b>	<b>\$0.02</b>	<b>\$0.00</b>	<b>PAID</b>	<b>PAID</b>	

Taxing Jurisdictions - Total Tax Rate: 2.40957									
Collector	Jurisdiction	Bill Year	Tax Rate	Est Taxes	Base Tax	Base Due	Due 06/24	Due 07/24	As Of
Tarrant County	City of Fort Worth	2023	0.6725	\$0	\$0.01	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant County	2023	0.1945	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant County College	2023	0.11217	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant County Hospital	2023	0.1945	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant Regional Water District	2023	0.0267	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	White Settlement ISD	2023	1.2092	\$0	\$0.01	\$0.00	\$0.00	\$0.00	06/05/24



# TAX CERTIFICATE

Issue Date : 06/05/2024 [ Update #2 ]					Order Information				
GF# : 5191857					Branch : Kensington Vanguard National Land Services of TX				

Collector	Jurisdiction	Bill Year	Tax Rate	Est Taxes	Base Tax	Base Due	Due 06/24	Due 07/24	As Of
		Subtotal:	2.40957	\$0	\$0.02	\$0.00	\$0.00	\$0.00	
		Total:	2.40957	\$0	\$0.02	\$0.00	\$0.00	\$0.00	

Bond Information			
Name	Bonds Approved	Bonds Issued	Standby Fees
Tarrant Regional Water District	\$250,000,000.00	\$0.00	\$0.00

Alternate Contact Information			
Collector	Name	Contact	Address
Tarrant County	Tarrant County	Phone: 817-884-1100	100 E. Weatherford Street Fort Worth, TX 76196

Issue Date : 06/05/2024 [ Update #2 ]		Order Information
GF# : 5191857		Branch : Kensington Vanguard National Land Services of TX

Property Information		Assessment Information	
Geographic ID	: 18412-3-1X-09		
Property ID	: 41683633		
Situs	: 105 SOARING HILL BLVD		
Assessed Owner(s)	: PEARL DEVELOPMENTS LLC		
Mailing	: 6635 SANDSHELL BLVD FORT WORTH TX 76137		
Deed Reference	:		
Subdivision	:		
Subdivision Code	: N/A		
Acreage	: 1.76540		
State Codes	: C1		
		<b>2023 Values</b>	<b>2024 Values</b>
		Land	\$1
		Improvement	\$0
		Appraised	\$1
		Homestead Cap	\$0
		Assessed	\$1
		Exemptions	None
		Certified	Certified
		Estimate W/O Exemptions	Preliminary \$0.02
<b>Legal Description</b>			
HILLS OF WINDRIDGE, THE Block 3 Lot 1X PRIVATE OPEN SPACE			

<b>Account Notes</b>
<b>***NO AG FOUND ON PROPERTY FOR TAX YEARS 2019-2023***</b>

Tax Bill Summary						
Collector	Tax Year	Base Tax	Base Due	If Paid By 06/30/2024	If Paid By 07/31/2024	As Of
Tarrant County	2023	\$0.02	\$0.00	\$0.00	\$0.00	06/05/24
Acct # 00041683633						
P O Box 961018,	Collector Total :	\$0.02	\$0.00	\$0.00	\$0.00	
Fort Worth, TX,						
76161-0018						
Phone: 817-884-1100	<b>Total Taxes :</b>	<b>\$0.02</b>	<b>\$0.00</b>	<b>PAID</b>	<b>PAID</b>	

Taxing Jurisdictions - Total Tax Rate: 2.40957									
Collector	Jurisdiction	Bill Year	Tax Rate	Est Taxes	Base Tax	Base Due	Due 06/24	Due 07/24	As Of
Tarrant County	City of Fort Worth	2023	0.6725	\$0	\$0.01	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant County	2023	0.1945	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant County College	2023	0.11217	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant County Hospital	2023	0.1945	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant Regional Water District	2023	0.0267	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	White Settlement ISD	2023	1.2092	\$0	\$0.01	\$0.00	\$0.00	\$0.00	06/05/24

Issue Date : 06/05/2024 [ Update #2 ]				Order Information					
GF# : 5191857				Branch : Kensington Vanguard National Land Services of TX					

Collector	Jurisdiction	Bill Year	Tax Rate	Est Taxes	Base Tax	Base Due	Due 06/24	Due 07/24	As Of
Subtotal:			2.40957	\$0	\$0.02	\$0.00	\$0.00	\$0.00	
Total:			2.40957	\$0	\$0.02	\$0.00	\$0.00	\$0.00	

Bond Information			
Name	Bonds Approved	Bonds Issued	Standby Fees
Tarrant Regional Water District	\$250,000,000.00	\$0.00	\$0.00

Alternate Contact Information			
Collector	Name	Contact	Address
Tarrant County	Tarrant County	Phone: 817-884-1100	100 E. Weatherford Street Fort Worth, TX 76196

**CERTIFICATE CONDITIONS, EXCLUSIONS, AND DISCLAIMERS**

This Certificate has been prepared from information obtained by Landover Hills Property Tax Service from the applicable taxing jurisdiction(s) or its appraisal district(s) and is subject to the limitations, restrictions, and exclusions set forth in any service agreement with Landover Hills Property Tax Service, as such agreement now exists or as it may be modified or amended from time to time. The Certificate contains tax, exemption, and valuation information for the respective lot, parcel, or tract up as of the date of the Certificate and does not include any additional assessments, exemptions, changes in taxable value, protest determinations, supplements, payments, or credits which may have been incurred or applied after the date of the Certificate. Prior to closing of the transaction or event for which the Certificate was requested, you are strongly encouraged to order an updated current Certificate.

It is expressly understood that this Certificate does not constitute a report or contain information on any property relating to (a) the status of title, (b) any liens or encumbrances, (c) any mineral interests (whether working or royalty interests), leases, or operating agreements, (d) any personal property including Mobile Homes, or (e) any form of taxes or assessments not relating to real property. Homeowner association assessments or maintenance information that may be included is a courtesy and is not guaranteed. This Certificate is non-transferable and may only be relied upon by the party to whom the Certificate has been issued.

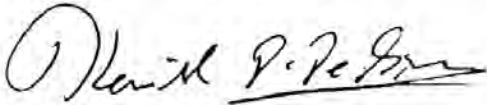
 <b>First American Title™</b>	<b>Commitment for Title Insurance (T-7)</b>  ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A** AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We **FIRST AMERICAN TITLE INSURANCE COMPANY** will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

**First American Title Insurance Company**



Kenneth D. DeGiorgio  
President



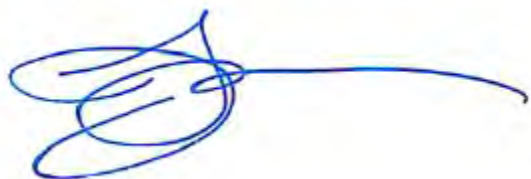
Lisa W. Cornehl  
Secretary

# Commitment for Title Insurance

(Continued)

Kensington Vanguard National Land Services of  
TX, LLC

By:



\_\_\_\_\_  
Authorized Signatory

## TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y enterarlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-632-1642 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.


Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

#### **CONDITIONS AND STIPULATIONS**

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

 <b>First American Title™</b>	<b>Commitment for Title Insurance (T-7)</b> ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	

Effective Date: April 29, 2024 at 08:00 AM

GF No.: 5191857-F-TX-CP-BCK

Commitment No.: 5191857-F-TX-CP-BCK, issued: June 21, 2024 at 08:00 AM.

1. The policy or policies to be issued are:

- (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: TBD

PROPOSED INSURED: Buyer or Borrower identified in the purchase contract and/or loan agreement associated with the transaction proposed to be insured by the Company.

- (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
-ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:

PROPOSED INSURED:

- (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount: \$1,000,000.00

PROPOSED INSURED: Lender with contractual obligations under a loan agreement with the proposed borrower associated with the proposed Mortgage to be insured, and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions.

Proposed Borrower: Buyer or Borrower identified in the purchase contract and/or loan agreement associated with the transaction proposed to be insured by the Company

- (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:

PROPOSED INSURED:

Proposed Borrower:

- (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:

PROPOSED INSURED:

Proposed Borrower:

- (f) OTHER

(This Schedule A is valid only when Cover, Schedule B, C, and D are attached)



**SCHEDULE A**  
(Continued)

Policy Amount:  
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

(This Schedule A is valid only when Cover, Schedule B, C, and D are attached)

## SCHEDULE A

(Continued)

3. Record title to the land on the Effective Date appears to be vested in:

Windridge A2A Developments, LLC, a Texas limited liability company and Foo Tiang Meng Dirk Robert, Trustee of the Hills of Windridge Trust (As to Tracts 1, 2 and 3),

The YoungESTone, LLC (Lot 2, Block 1),  
Lead Real Estate Dallas, LLC (Lot 3R, Block 1),  
Wassim Dunbar, a married man (Lot 4R, Block 1),  
Kurofune, LLC (Lot 5R, Block 1),  
KOWA Real Estate, LLC (Lot 6R, Block 1),  
Kelly Allen, a single man (Lot 12, Block 1),  
Knock Homes W1, LLC (Lot 15, Block 1),  
John Etheridge and Edna Etheridge and Karron Griffin (Lot 7, Block 5),  
Andrea Casias and Rudy Casias, wife and husband (Lot 8, Block 5),  
Kasey Nicole Dixon, a single woman (Lot 9, Block 5),  
Brett A. Unruh (Lot 10, Block 5),  
Derek Cearley and Jessica L. Cearly, husband and wife (Lot 11, Block 5),  
Gary Leroy Brooks and Barbara Lynn Brooks, husband and wife (Lot 12, Block 5),  
Kevin Parker and Donna Parker, husband and wife (Lot 13, Block 5),  
Sergio Marquez and Lisa Marquez, husband and wife (Lot 14, Block 5),  
Steven Terrell and Portia D. Terrell, husband and wife (Lot 15, Block 5),  
William Naworski, an unmarried man (Lot 16, Block 5),  
McLean SFR Investment, LLC, a Delaware limited liability company (Lot 17, Block 5),  
Kyle Jurik (Lot 18, Block 5),  
Steven Schronk and Rebekah Schronk, husband and wife (Lot 19, Block 5),  
Hazel I. Wilson (Lot 20, Block 5),  
Xavier Lee Overman, a married man and Chelsea Overman, his wife (Lot 21, Block 5 and Lot 18, Block 6),  
Anna Lea Fernandez-Hsieh and Tim Ming Cheun Hsieh, a married couple (Lot 22, Block 5),  
Brendan Redwine, a single man (Lot 23, Block 5),  
Terry L. Smith and Laticia A. Smith, husband and wife (Lot 24, Block 5),  
Melissa Petschel and Ryan Petschel, wife and husband (Lot 25, Block 5),  
Joaquin Leonardo Diaz, Jr. and Iris Dominguez, husband and wife (Lot 26, Block 5),  
David Coutts and Jenna Coutts, husband and wife (Lot 27, Block 5),  
Diane Turel Acarturk, a single woman (Lot 28, Block 5),  
MCH SFR Property Owner 1 LLC, a Delaware limited liability company (Lot 29, Block 5),  
SFR JV-2 Property LLC, a Delaware limited liability company (Lot 30, Block 5 and Lot 4, Block 7),  
Alden Gideon, an unmarried woman (Lot 31, Block 5),  
Emily Kay Greene and Theodas Demon Giggins, wife and husband (Lot 32, Block 5),  
Jake R. Coplen (Lot 33, Block 5),  
Joseph Schimmel and wife, Danica Schimmel (Lot 34, Block 5),  
Richard D. Chelvan and Charmian Chelvan (Lot 35, Block 5),  
Gentry Tyler Weatheread and Kenley Lynn Burkett, husband and wife (Lot 36, Block 5),  
Mark David Svihel and Susan Svihel, husband and wife (Lot 1, Block 6),  
John L. Rotundo, a married person (Lot 2, Block 6),  
William Anthony Langley (Lot 3, Block 6),  
Michael John Baucum, a single person (Lot 4, Block 6),  
Christopher Garza and Alma C. Garza, husband and wife (Lot 5, Block 6),  
Henry Quin Miller, Jr. and Jamie Miller (Lot 6, Block 6),  
Robert Neeley (Lot 7, Block 6),  
Eric James Gardner (Lot 8, Block 6),  
Alicia Burns and Adam Burns (Lot 9, Block 6),  
Christina Cobble and Larry Paul Cobble (Lot 10, Block 6),  
John A. Kachmar and Hilda M. Kachmar (Lot 11, Block 6),

(This Schedule A is valid only when Cover, Schedule B, C, and D are attached)

## SCHEDULE A

(Continued)

Ronald L. Alexander and Candance M. Alexander, husband and wife (Lot 12, Block 6),  
Shane S Fraiser and Deborah L. Frasier (Lot 13, Block 6),  
Siddhartha Dosapati, a married person (Lot 14, Block 6),  
Becky O'Gorman and Thomas O'Gorman, wife and husband (Lot 15, Block 6),  
Maria Binti Kamaruddin (Lot 16, Block 6),  
Jason M. Carey and Jennifer G. Carey, husband and wife (Lot 17, Block 6),  
Patrick Richard McCauley and spouse, Cori L. McCauley (Lot 19, Block 6),  
Tony Felix Pallanez and Emilia Claudia Pallanez, a married couple (Lot 20, Block 6),  
Maria A. Perez and Felipe R. Perez (Lot 21, Block 6),  
John A. Hutchison and Samantha L. Hutchison, husband and wife (Lot 22, Block 6),  
Vivek Bhupathi, an unmarried man and Sai Krishna Vudepu, an unmarried man (Lot 1, Block 7),  
Tiffany Burris (Lot 2, Block 7),  
Progress Dallas, LLC, a Delaware limited liability company (Lot 3, Block 7),  
Jessie Fuentes and Jesabel Fuentes, husband and wife (Lot 5, Block 7),  
Ronald M. Campbell (Lot 6, Block 7),  
Bradley J. Hancock and Samantha Hancock (Lot 7, Block 7),  
Esther Slater (Lot 8, Block 7),  
Reem Riad Alkhatib, a single person (Lot 9, Block 7),  
Luds Corporation (Lot 10, Block 7),  
Christopher Cody Lasater and Courtney Dawn Lasater, husband and wife (Lot 11, Block 7),  
Hector I. Herrera, an unmarried man, and Lizette Cereceres, an unmarried woman (Lot 12, Block 7),  
Deborah E. Smith and Ronald W. Smith, Jr., a married couple (Lot 13, Block 7),  
Lawrence E. Huber, III and Michele D. Spriggs, husband and wife (Lot 14, Block 7),  
Kevin Haywood, Sr. and Desheka Huckaby-Haywood, husband and wife (Lot 15, Block 7),  
Barrett Haack and Dehanna Haack, husband and wife (Lot 16, Block 7),  
Anuradha Sathapathi and Subrata Kumar Acharya, wife and husband (Lot 17, Block 7),  
Taraneer Hale and Ryan Hale, wife and husband (Lot 18, Block 7),  
Allen Estrela Goncalves, Jr. and Lyndsey Ann Lane, husband and wife (Lot 19, Block 7),  
Shakil Farishta and Kathryn Ilene Rose (Lot 20, Block 7),  
Chad Kornegay and Jennifer Kornegay, a married couple (Lot 21, Block 7),  
Elizabeth Thomas and Eric Thomas, wife and husband (Lot 22, Block 7),  
Alexis N. Beauchamp and husband, Robert C. Beauchamp, Jr. (Lot 23, Block 7),  
Celeste Marie Rondinaro (Lot 24, Block 7),  
Hamdija Ibisevic and Rijalda Ibisevic, husband and wife (Lot 25, Block 7),  
Michael Haro and Sandra Haro (Lot 26, Block 7),  
Gabriel Aguilar and Denise D. Aguilar, a married couple (Lot 27, Block 7),  
Gloria Starling (Lot 28, Block 7),  
Joseph Taylor Couch, a single man (Lot 29, Block 7),  
FKH SFR PropCo I, L.P., a Delaware limited partnership (Lot 30, Block 7),  
Maria D. Vargas, a single woman (Lot 31, Block 7),  
Veronica Rodriguez and Alfonso Rodriguez, wife and husband (Lot 32, Block 7),  
Mary L. Day (Lot 33, Block 7),  
Abby E. Sensintaffar and Daniel P. Sensintaffar, wife and husband (Lot 1, Block 8),  
David M. King and Dawn L. King, a married couple (Lot 2, Block 8),  
DeeAnna Lambert, as her sole and separate property (Lot 3, Block 8),  
Emily Warr and Hollis Jefferson Warr, III, a married couple (Lot 4, Block 8),  
Jessica Castillo and Robert Castillo, wife and husband (Lot 5, Block 8),  
Marin Kovacevic and Taryn Wetzel (Lot 6, Block 8),  
Andrew Shore (Lot 7, Block 8),  
Martin Tapia (Lot 8, Block 8),  
Douglas Mangold and Carmen Guevara, husband and wife (Lot 9, Block 8),  
Jose Zarate and wife, Angelica Zarate (Lot 10, Block 8),  
Jeanette A. Lilavois, an unmarried woman (Lot 11, Block 8),  
Patrick Knauth and Haylee Knauth, husband and wife (Lot 12, Block 8),

(This Schedule A is valid only when Cover, Schedule B, C, and D are attached)

## **SCHEDULE A**

(Continued)

David A. Alvarado and Amy Nicole Alvarado, a married couple (Lot 13, Block 8),  
Jo Anne Golaz, an unmarried woman (Lot 14, Block 8),  
William B. King, Jr. (Lot 15, Block 8),  
Rubaiat Ali and Raquel Ali, husband and wife (Lot 16, Block 8),  
Brandon D. Heine and wife Katherine E. Heine (Lot 17, Block 8),  
Brian G. Lamb and wife, Alexandra L. Lamb (Lot 18, Block 8),  
James A. Suderman II and Sharon M. Suderman (Lot 19, Block 8),  
Santos Gloria, an unmarried man (Lot 20, Block 8),  
Jason M. Shriver, an unmarried man (Lot 21, Block 8). Vesting Deed

4. Legal description of land:

SEE LEGAL DESCRIPTION ATTACHED HERETO

(This Schedule A is valid only when Cover, Schedule B, C, and D are attached)

 <b>First American Title™</b>	Commitment for Title Insurance (T-7)
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Legal Description</b>	

GF No.: 5191857-F-TX-CP-BCK

Legal description of the land:

TRACT 1:

BEING A TRACT OF LAND LOCATED IN THE J.P. WOODS SURVEY, ABSTRACT NO. 1886 AND THE G.B. KENNEY SURVEY, ABSTRACT NO. 920, CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO WINDRIDGE-TARRANT 437, L.P. (DENOTED AS TRACT 1), RECORDED IN INSTRUMENT NUMBER D207309621, OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS (O.P.R.T.C.T.); BEING ALL OF LOTS 1R THROUGH 6R, BLOCK 1, FINAL PLAT OF THE HILLS OF WINDRIDGE, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT NUMBER D214165385, IN THE MAP AND/OR PLAT RECORDS OF TARRANT COUNTY, TEXAS; AND BEING ALL OF LOTS 12 THROUGH 15 AND A PORTION OF LOT 16X, BLOCK 1, FINAL PLAT OF THE HILLS OF WINDRIDGE, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT NUMBER D213298533, IN THE MAP AND/OR PLAT RECORDS OF TARRANT COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING AND ELL CORNER IN THE EAST LINE OF SAID TRACT 1, THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT (W.S.I.S.D.), RECORDED IN VOLUME 9206, PAGE 1789, DEED RECORDS, TARRANT COUNTY, TEXAS (D.R.T.C.T.), AND IN THE WEST LINE OF LOT 33, BLOCK 4, SILVER RIDGE ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, RECORDED IN CABINET A, SLIDE 9613, PLAT RECORDS, TARRANT COUNTY, TEXAS (P.R.T.C.T.), FROM WHICH A ½" IRON ROD FOUND WITH A CAP STAMPED "ARTHUR SURVEYING" BEARS N 44°34'49" E, 0.34 FEET;

THENCE ALONG THE EAST LINE OF SAID TRACT 1 AS FOLLOWS:

(1) N 81°16'29" W, ALONG THE NORTH LINE OF SAID W.S.I.S.D. TRACT, DEPARTING THE WEST LINE OF SAID BLOCK 4, A DISTANCE OF 677.69 FEET TO A 5/8" IRON ROD FOUND, SAID IRON ROD BEING AN ELL CORNER IN THE EAST LINE OF SAID TRACT 1 AND THE NORTHWEST CORNER OF SAID W.S.I.S.D. TRACT;

(2) S 08°41'54" W, ALONG THE WEST LINE OF SAID W.S.I.S.D. TRACT, 28.83 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "CARTER&BURGESS INC.", SAID IRON ROD BEING AN THE BEGINNING OF A CURVE TO THE LEFT;

(3) SOUTHWESTERLY, AN ARC LENGTH OF 81.24 FEET ALONG THE WEST LINE OF SAID W.S.I.S.D. TRACT AND ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,166.00 FEET, A DELTA ANGLE OF 3°59'31", AND A CHORD BEARING S 06°43'21" W, 81.22 FEET TO A POINT;

THENCE N 81°16'29" W, DEPARTING THE EAST LINE OF SAID TRACT 1 AND THE WEST LINE OF SAID W.S.I.S.D. TRACT, 142.33 FEET TO A POINT;

THENCE N 88°44'28" W, 269.41 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT;

THENCE NORTHWESTERLY, AN ARC LENGTH OF 93.34 FEET ALONG SAID CURVE TO THE LEFT, HAVING A

## LEGAL DESCRIPTION

(Continued)

RADIUS OF 470.00 FEET, A DELTA ANGLE OF 11°22'41", AND A CHORD BEARING N 07°04'53" W, 93.18 FEET TO A POINT;

THENCE N 12°46'14" W, 229.69 FEET TO A POINT;

THENCE N 56°19'15" W, 14.49 FEET TO A POINT;

THENCE S 80°06'49" W, 55.45 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE SOUTHWESTERLY, AN ARC LENGTH OF 40.31 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 225.00 FEET, A DELTA ANGLE OF 10°15'54", AND A CHORD BEARING S 85°14'46" W, 40.26 FEET TO A POINT;

THENCE N 89°37'17" W, 3.46 FEET TO A POINT;

THENCE S 00°22'43" W, 120.00 FEET TO A POINT;

THENCE N 89°37'17" W, 359.86 FEET TO A POINT IN THE WEST LINE OF A TARRANT REGIONAL WATER DISTRICT WATER PIPELINE EASEMENT (DENOTED AS PART 3), RECORDED IN INSTRUMENT NUMBER D205318789, O.P.R.T.C.T.;

THENCE N 00°25'08" W, ALONG THE WEST LINE OF SAID WATER PIPELINE EASEMENT, 280.03 FEET TO A POINT;

THENCE S 89°37'17" E, DEPARTING THE WEST LINE OF SAID WATER PIPELINE EASEMENT, 458.11 FEET TO A POINT;

THENCE S 88°39'53" E, 60.02 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE SOUTHEASTERLY, AN ARC LENGTH OF 130.09 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 470.00 FEET, A DELTA ANGLE OF 15°51'33", AND A CHORD BEARING S 04°50'27" E, 129.68 FEET TO A POINT;

THENCE S 12°46'14" E, 82.73 FEET TO A POINT;

THENCE N 77°13'46" E, 51.47 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE NORTHEASTERLY, AN ARC LENGTH OF 202.59 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 540.00 FEET, A DELTA ANGLE OF 21°29'44", AND A CHORD BEARING N 87°58'39" E, 201.41 FEET TO A POINT;

THENCE S 81°16'29" E, 696.03 FEET TO A POINT;

THENCE N 08°44'50" E, 298.63 FEET TO A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF FUTURE WHITE SETTLEMENT ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE S 81°11'37" E, ALONG THE FUTURE SOUTH RIGHT-OF-WAY LINE OF SAID WHITE SETTLEMENT ROAD, 170.00 FEET TO A POINT IN THE EAST LINE OF SAID TRACT 1 AND THE WEST LINE OF SAID BLOCK 4;

THENCE S 08°44'50" W, DEPARTING THE FUTURE SOUTH RIGHT-OF-WAY LINE OF SAID WHITE SETTLEMENT ROAD, 468.39 FEET TO THE PLACE OF BEGINNING AND CONTAINING 9.672 ACRES (421,327 SQ. FT.) OF LAND, MORE OR LESS.

## LEGAL DESCRIPTION

(Continued)

### TRACT 2:

BEING A TRACT OF LAND LOCATED IN THE J.P. WOODS SURVEY, ABSTRACT NO. 1886, CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO WINDRIDGETARRANT 437, L.P. (DENOTED AS TRACT 1), RECORDED IN INSTRUMENT NUMBER D207309621, OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS (O.P.R.T.C.T.); BEING ALL OF LOTS 9X, 10X, 11X AND A PORTION OF LOT 16X, IN BLOCK 1, LOTS 7 THROUGH 36, IN BLOCK 5, LOTS 1 THROUGH 22, IN BLOCK 6, LOTS 1 THROUGH 33, IN BLOCK 7, LOTS 1 THROUGH 21, IN BLOCK 8, FINAL PLAT OF THE HILLS OF WINDRIDGE, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT NUMBER D213298533, IN THE PLAT RECORDS OF TARRANT COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A POINT IN THE FUTURE SOUTH RIGHT-OF-WAY LINE OF WHITE SETTLEMENT ROAD (A VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT, FROM WHICH A PK NAIL BEARS N 27°06' E, 65.4 FEET, SAID PK NAIL BEING THE NORTHWEST CORNER OF SAID TRACT 1 AND IN THE CENTERLINE OF SAID WHITE SETTLEMENT ROAD;

THENCE SOUTHEASTERLY, AN ARC LENGTH OF 118.81 FEET, ALONG THE FUTURE SOUTH RIGHT-OF-WAY LINE OF SAID WHITE SETTLEMENT ROAD AND ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2,033.31 FEET, A DELTA ANGLE OF 03°20'52" AND A CHORD BEARING S 67°17'18" E, 118.79 FEET TO A POINT;

THENCE S 02°53'53" W, DEPARTING THE FUTURE SOUTH RIGHT-OF-WAY LINE OF SAID WHITE SETTLEMENT ROAD, A DISTANCE OF 19.10 FEET TO A POINT;

THENCE S 00°25'08" E, 766.57 FEET TO A POINT;

THENCE S 89°37'17" E, 359.86 FEET TO A POINT;

THENCE N 00°22'43" E, 120.00 FEET TO A POINT;

THENCE S 89°37'17" E, 3.46 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT;

THENCE NORTHEASTERLY, AN ARC LENGTH OF 40.31 FEET, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 225.00 FEET, A DELTA ANGLE OF 10°15'54", AND A CHORD BEARING OF N 85°14'46" E, 40.26 FEET TO A POINT;

THENCE N 80°06'49" E, 55.45 FEET TO A POINT,

THENCE S 56°19'15" E, 14.49 FEET TO A POINT,

THENCE S 12°46'14" E, 229.69 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE SOUTHEASTERLY, AN ARC LENGTH OF 93.34 FEET, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 470.00 FEET, A DELTA ANGLE OF 11°22'41", AND A CHORD BEARING OF S 07°04'53" E, 93.18 FEET TO A POINT;

THENCE S 88°44'28" E, 269.41 FEET TO A POINT;

THENCE S 81°16'29" E, 142.33 FEET TO A POINT IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO THE WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 9206, PAGE 1789, DEED RECORDS, TARRANT COUNTY, TEXAS (D.R.T.C.T.), SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

## LEGAL DESCRIPTION

(Continued)

THENCE ALONG THE COMMON LINES OF SAID TRACT 1 AND THE WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT TRACT AS FOLLOWS:

(1) SOUTHEASTERLY, AN ARC LENGTH OF 313.19 FEET, ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS 1,166.00 FEET, A DELTA ANGLE OF 15°23'23", AND A CHORD BEARING OF S 02°58'06" E, 312.25 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "CARTER & BURGESS";

(2) S 10°39'13" E, 331.44 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "CARTER & BURGESS", SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT TRACT ;

(3) N 79°19'54" E, 602.35 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "CARTER & BURGESS", BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

(4) NORTHEASTERLY, AN ARC LENGTH OF 71.73 FEET, ALONG SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 970.00 FEET, A DELTA ANGLE OF 04°14'13" AND A CHORD BEARING OF N 77°12'48" E, 71.71 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING", SAID IRON ROD BEING THE SOUTHEAST CORNER OF SAID SCHOOL DISTRICT TRACT AND IN THE NORTH RIGHT-OF-WAY LINE OF LIVE OAK CREEK DRIVE (A CALLED 60 FOOT WIDE RIGHT-OF-WAY);

THENCE ALONG THE COMMON LINES OF SAID TRACT 1 AND THE SILVER RIDGE ADDITION, PHASE I, SECTION I, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, RECORDED IN VOLUME 388-219, PAGE 7, PLAT RECORDS, TARRANT COUNTY, TEXAS (P.R.T.C.T.), AS FOLLOWS:

(1) S 14°52'29" E, DEPARTING THE NORTH RIGHT-OF-WAY LINE OF SAID LIVE OAK CREEK DRIVE, 180.00 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED ARTHUR SURVEYING", SAID IRON ROD BEING THE SOUTHWEST CORNER OF LOT 13, BLOCK 9 OF SAID SILVER RIDGE ADDITION;

(2) S 17°46'13" E, 250.17 FEET TO A 1/2" IRON ROD FOUND WITH A RED CAP (UNREADABLE) IN THE SOUTH RIGHT-OF-WAY LINE OF BIG HORN TRAIL (A CALLED 50 FOOT WIDE RIGHT-OF-WAY), SAID IRON ROD BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

(3) NORTHEASTERLY, AN ARC LENGTH OF 6.67 FEET, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID BIG HORN TRAIL AND SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,425.00 FEET, A DELTA ANGLE OF 00°16'05" AND CHORD BEARING OF N 74°28'46" E, 6.67 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "ARTHUR SURVEYING", FROM WHICH A 5/8" IRON ROD FOUND WITH A CAP STAMPED "CARTER & BURGESS" BEARS S 70°07' W, 0.2 FEET, SAID IRON ROD WITH A CAP STAMPED "ARTHUR SURVEYING BEING THE NORTHWEST CORNER OF LOT 2 OF SAID BLOCK 9;

(4) S 15°39'17" E, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 206.22 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "LBS", SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID LOT 2 AND THE NORTHWEST CORNER OF LOT 1 OF SAID BLOCK 9;

(5) S 27°15'52" E, AT 259.18 FEET, PASSING AN "X" CUT FOUND, AND CONTINUING IN ALL A TOTAL DISTANCE OF 305.58 FEET TO A 5/8" IRON ROD FOUND WITH A YELLOW CAP (UNREADABLE), SAID IRON ROD BEING IN THE WEST LINE OF LOT 11, BLOCK 8 OF SAID SILVER RIDGE ADDITION;

(6) S 68°49'52" E, 467.71 FEET TO A 60D NAIL FOUND IN THE SOUTH LINE OF SAID LOT 9 OF SAID BLOCK 8;

(7) N 88°46'58" E, 628.73 FEET TO A 1/2" IRON ROD FOUND, SAID IRON ROD BEING THE SOUTHEAST CORNER OF SILVER RIDGE BOULEVARD (A VARIABLE WIDTH RIGHT-OF-WAY);

(8) N 42°48'44" E, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID SILVER RIDGE BOULEVARD, 147.49 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING", SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT;



## LEGAL DESCRIPTION

(Continued)

(9) NORTHEASTERLY, AN ARC LENGTH OF 161.25 FEET, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID SILVER RIDGE BOULEVARD AND SAID CURVE TO THE LEFT HAVING A RADIUS OF 968.00 FEET, A DELTA ANGLE OF 09°32'40" AND CHORD BEARING OF N 38°02'24" E, 161.07 FEET TO A ½" IRON ROD FOUND WITH A CAP STAMPED "AREA SURVEYING", SAID IRON ROD BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK 3 OF SAID SILVER RIDGE ADDITION;

(10) S 69°13'39" E, 452.79 FEET TO A ½" IRON ROD FOUND, SAID IRON ROD BEING THE SOUTHWEST CORNER OF LOT 7 OF SAID BLOCK 3;

(11) S 56°33'42" E, 104.63 FEET TO A RAILROAD SPIKE FOUND, SAID RAILROAD SPIKE BEING THE NORTHWEST CORNER OF LOT 9 OF SAID BLOCK 3;

(12) S 15°37'55" E, 116.43 FEET TO A 5/8" IRON ROD FOUND, SAID IRON ROD BEING THE NORTHWEST CORNER OF LOT 11 OF SAID BLOCK 3;

(13) S 26°55'27" W, 146.72 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "CARTER & BURGESS", SAID IRON ROD BEING THE SOUTHWEST CORNER OF LOT 12 OF SAID BLOCK 3;

(14) S 55°51'37" E, 182.16 FEET TO A ½" IRON ROD FOUND, SAID IRON ROD BEING THE MOST SOUTHERLY SOUTHWEST CORNER OF LOT 1, BLOCK 1 OF SAID SILVER RIDGE ADDITION;

(15) N 88°55'43" E, 545.74 FEET TO A 5/8" IRON ROD FOND WITH A CAP STAMPED "CARTER & BURGESS";

THENCE S 00°59'19" E, ALONG AN EAST LINE OF SAID TRACT 1, A DISTANCE OF 1,338.33 FEET TO A ½" IRON ROD FOUND WITH A CAP STAMPED "ARTHUR SURVEYING", BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO EAST GATE PROPERTIES, INC., RECORDED IN INSTRUMENT NUMBER D206412166, O.P.R.T.C.T.;

THENCE N 89°50'44" W, ALONG A SOUTH LINE OF SAID TRACT 1 AND THE NORTH LINE OF SAID EAST GATE PROPERTIES TRACT, 500.11 FEET TO A ½" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING";

THENCE S 00°59'19" E, ALONG AN EAST LINE OF SAID TRACT 1 AND THE WEST LINE OF SAID EAST GATE PROPERTIES TRACT, 500.00 FEET TO A ½" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING", SAID IRON ROD BEING IN THE NORTH LINE OF LOT 1, BLOCK 1, WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, RECORDED IN CABINET B, SLIDE 1534, P.R.T.C.T.;

THENCE N 89°50'44" W, ALONG THE SOUTH LINE OF SAID TRACT 1, THE NORTH LINE OF SAID LOT 1, BLOCK 1, THE NORTH LINE OF CHAPEL CREEK RANCH, PHASE IA, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, RECORDED IN VOLUME 388-208, PAGE 34, P.R.T.C.T., AT 1902.31 FEET PASSING A CITY OF FORT WORTH MONUMENT WITH A BRASS CAP, SAID MONUMENT BEING THE NORTHEAST CORNER OF LOT 1, BLOCK 1, WESTSIDE IV PUMP STATION ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, RECORDED IN CABINET A, SLIDE 8372, P.R.T.C.T. AND CONTINUING IN ALL A TOTAL DISTANCE OF 2,112.31 FEET TO A POINT FROM WHICH A ½" IRON ROD BEARS S86°08' E, 0.7 FEET;

THENCE N 89°55'16" W, ALONG THE SOUTH LINE OF SAID TRACT 1, THE NORTH LINE OF SAID LOT 1, BLOCK 1, WESTSIDE PUMP STATION, A NORTH LINE OF LOT 1, BLOCK 1, EAGLE MOUNTAIN BALANCING RESERVOIR, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, RECORDED IN CABINET A, SLIDE 10960, P.R.T.C.T., 250.08 FEET TO A ½" IRON FOUND WITH A CAP STAMPED "ARTHUR SURVEYING", FROM WHICH A 3/4" IRON FOUND BEARS N 47°54' E, 3.4 FEET;

THENCE N 13°09'04" W, ALONG A WEST LINE OF SAID TRACT 1 AND AN EAST LINE OF SAID LOT 1, BLOCK 1, EAGLE MOUNTAIN BALANCING RESERVOIR ADDITION, 406.67 FEET TO A 5/8" IRON ROD FOUND;

## LEGAL DESCRIPTION

(Continued)

THENCE N 81°26'28" W, ALONG A SOUTH LINE OF SAID TRACT 1 AND THE NORTH LINE OF SAID LOT 1, BLOCK 1, EAGLE MOUNTAIN BALANCING RESERVOIR ADDITION, 1,049.91 FEET TO A 5/8" IRON ROD FOUND, SAID IRON ROD BEING IN THE EAST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO TXU ELECTRIC DELIVERY COMPANY, RECORDED IN INSTRUMENT NUMBER D206031116, O.P.R.T.C.T.;

THENCE N 15°10'54" E, ALONG A WEST LINE OF SAID TRACT 1 AND THE EAST LINE OF SAID TXU TRACT, 464.39 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "ARTHUR SURVEYING";

THENCE N 33°28'28" W, ALONG A WEST LINE OF SAID TRACT 1 AND THE EAST LINE OF SAID TXU TRACT, A DISTANCE OF 2,194.00 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING";

THENCE N 27°05'28" E, 450.00 FEET TO A POINT, FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING" BEARS N 76°35' E, 2.4 FEET;

THENCE N 33°28'28" W, 500.00 FEET TO A 5/8" IRON ROD FOUND WITH A RED CAP;

THENCE N 27°06'58" E, 1,235.87 FEET TO THE PLACE OF BEGINNING AND CONTAINING 266.020 ACRES (11,587,852 SQ. FT.) OF LAND, MORE OR LESS.

TRACT 3:

BEING A TRACT OF LAND LOCATED IN THE J.P. WOODS SURVEY, ABSTRACT NO. 1886 AND THE JAMES S. WARD SURVEY, ABSTRACT NO. 1595, CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, BEING ALL OF A TRACT OF LAND DESCRIBED IN A DEED TO WINDRIDGE-TARRANT 437, L.P. (DENOTED AS TRACT 2), RECORDED IN INSTRUMENT NUMBER D207309621, OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND, SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID TRACT 2, THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO SMT INVESTORS LIMITED PARTNERSHIP, RECORDED IN INSTRUMENT NUMBER D206280509, O.P.R.T.C.T., AND IN THE EAST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO TANNAHILL RANCH SURFACE PARTNERSHIP, LTD., RECORDED IN INSTRUMENT NUMBER D209144492, O.P.R.T.C.T.;

THENCE ALONG THE WEST LINE OF SAID TRACT 2 AS FOLLOWS: (4) N 00°46'19" W, ALONG THE EAST LINE OF SAID TANNAHILL TRACT, 2,126.46 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING" BEING AN ELL CORNER IN THE WEST LINE OF SAID TRACT 2 AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO EAST GATE PROPERTIES, INC., RECORDED IN INSTRUMENT NUMBER D206412166, O.P.R.T.C.T.;

(5) N 89°13'56" E, AT 30.00 FEET, PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING", AND CONTINUING IN ALL A TOTAL DISTANCE OF 660.16 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING" BEING AN ELL CORNER IN THE WEST LINE OF SAID TRACT 2 AND THE SOUTHEAST CORNER OF SAID EAST GATE TRACT;

(6) N 00°46'04" W, 660.00 FEET TO A 1/2" IRON ROD FOUND BEING AN ELL CORNER IN THE WEST LINE OF SAID TRACT 2 AND THE NORTHEAST CORNER OF SAID EAST GATE TRACT;

(7) S 89°13'56" W, AT 630.21 FEET, PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING", AND CONTINUING IN ALL A TOTAL DISTANCE OF 660.21 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "FULTON SURVEYING", IN THE EAST LINE OF SAID TANNAHILL TRACT, SAID POINT BEING AN ELL CORNER IN THE WEST LINE OF SAID TRACT 2 AND THE NORTHWEST CORNER OF SAID EAST GATE TRACT;

(8) N 00°46'19" W, ALONG THE EAST LINE OF SAID TANNAHILL TRACT, 640.15 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "ARTHUR SURVEYING" FROM WHICH A 60D NAIL BEARS S56°52'37" W, 0.5 FEET, SAID

## LEGAL DESCRIPTION

(Continued)

½" IRON ROD FOUND BEING THE NORTHWEST CORNER OF SAID TRACT 2 AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO TEXAS UTILITIES ELECTRIC COMPANY, RECORDED IN VOLUME 9046, PAGE 373, D.R.T.C.T.;

THENCE N 89°11'24" E, ALONG THE NORTH LINE OF SAID TRACT 2 AND THE SOUTH LINE OF SAID TEXAS UTILITIES TRACT RECORDED IN VOLUME 9046, PAGE 373, A DISTANCE OF 904.21 FEET TO A ½" IRON ROD FOUND BEING THE NORTHEAST CORNER OF SAID TRACT 2 AND IN THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO TEXAS ELECTRIC SERVICE COMPANY (T.E.S.Co.), RECORDED IN VOLUME 8814, PAGE 256, D.R.T.C.T.;

THENCE ALONG THE EAST LINE OF SAID TRACT 2 AND THE WEST LINE OF SAID T.E.S.Co. TRACT AS FOLLOWS:

(1) S 33°28'28" E, AT 1,827.16 FEET, PASSING A 5/8" IRON ROD FOUND, AND CONTINUING IN ALL A TOTAL DISTANCE OF 2,910.26 FEET TO A ½" IRON ROD FOUND WITH A CAP STAMPED "ARTHUR SURVEYING" BEING THE MOST EASTERLY SOUTHEAST CORNER OF SAID TRACT 2;

(2) S 15°10'54" W, 1,027.49 FEET TO A 5/8" IRON ROD FOUND WITH A CAP STAMPED "TRANS SYSTEMS CORP", SAID IRON ROD BEING THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID TRACT 2;

THENCE ALONG THE SOUTH LINE OF SAID TRACT 2 AS FOLLOWS:

(1) S 89°29'06" W, AT 709. 12 FEET, PASSING A ½" IRON ROD FOUND WITH A CAP STAMPED "DUNAWAY", AND CONTINUING IN ALL A TOTAL DISTANCE OF 1,332.27 FEET TO A 1" IRON ROD FOUND;

(2) S 89°28'21" W, 861.90 FEET TO THE PLACE OF BEGINNING AND CONTAINING 137.743 ACRES (6,000,081 SQ. FT.) OF LAND, MORE OR LESS.



**First American Title™**

## Commitment for Title Insurance (T-7)

ISSUED BY

**First American Title Insurance Company**

# Schedule B

GF No.: 5191857-F-TX-CP-BCK

### EXCEPTIONS FROM COVERAGE

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

1. The following restrictive covenants of record itemized below:

Any covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604 {c}. Restrictive covenants as described in County Clerk's File No(s). D213298533 and D214165385, Map and/or Plat Records (Affects Tracts 1 and 2) and in County Clerk's File No(s). D212233062, D212235960, D213009730, D213009733, D213009735, D213009739, D213009742, D213009745, D213009748, D213009751, D213009754, D213009757, D213009762, D213009765, D213009768, D213009771, D213009815, D213009818, D213009821, D213009824, D213009865, D213009868, D213009871, D213009874, D213009877, D213009880, D213009883, D213009886, D213009889, D213009892, D213009896, D213010000, D213010004, D213010007, D213010010, D213010014, D213010017, D213010020, D213010023, D213010026, D213010029, D213010165, D213010168, D213010171, D213010176, D213010181, D213010184, D213010188, D213010191, D213010194, D213010198, D213010202, D213010205, D213010208, D213022659, D213022662, D213022665, D213022668, D213022671, D213022674, D213022677, D213022680, D213022683, D213022688, D213022691, D213022695, D213022698, D213022701, D213022704, D213022707, D213022710, D213022713, D213022716, D213022719, D213022801, D213022804, D213022807, D213022810, D213022813, D213022817, D213022821, D213022825, D213022829, D213022832, D213022835, D213022838, D213022843, D213022848, D213022852, D213022857, D213022905, D213022910, D213022914, D213022917, D213022920, D213022923, D213022926, D213022929, [D213022932](#), [D213022935](#), [D213022938](#), [D213022942](#), [D213022946](#), [D213022949](#), [D213030444](#), [D213030447](#), [D213030450](#), [D213030453](#), [D213030456](#), [D213030459](#), [D213030462](#), [D213030465](#), [D213030468](#), [D213030471](#), [D213030474](#), [D213030477](#), [D213030481](#), [D213030486](#), [D213030490](#), [D213030494](#), [D213030525](#), [D213030530](#), [D213030535](#), [D213030538](#), [D213030541](#), [D213030544](#), [D213030547](#), [D213030550](#), [D213030555](#), [D213030558](#), [D213030562](#), [D213030567](#), [D213030570](#), [D213030573](#), [D213030576](#), [D213030579](#), [D213030582](#), [D213030585](#), [D213030588](#), [D213030669](#), [D213030672](#), [D213030676](#), [D213030679](#), [D213030682](#), [D213030685](#), [D213030688](#), [D213030691](#), [D213030695](#), [D213030698](#), [D213030701](#), [D213030704](#), [D213030758](#), [D213030763](#), [D213030766](#), [D213030769](#), [D213030772](#), [D213030775](#), [D213030780](#), [D213030783](#), [D213030786](#), [D213030790](#), [D213030793](#), [D213030797](#), [D213030800](#), [D213030804](#), [D213043536](#), [D213043539](#), [D213043542](#), [D213043545](#), [D213043548](#), [D213043551](#), [D213043555](#), [D213043560](#), [D213043564](#), [D213043568](#), [D213043571](#), [D213043575](#), [D213043579](#), [D213043582](#), [D213043585](#), [D213043589](#), [D213043592](#), [D213043595](#), [D213043598](#), [D213043601](#), [D213043605](#), [D213043609](#), [D213045933](#), [D213045936](#), [D213045940](#), [D213045943](#), [D213045948](#), [D213045952](#), [D213045955](#), [D213045958](#), [D213045961](#), [D213045965](#), [D213045968](#), D213045987, D213045991, D213045995, D213045999, D213046004, D213046008, D213046011, D213046015, D213046018, D213046021, D213046024, D213046192, D213046195, D213046198, D213046201, D213046204, D213046208, D213046211, D213046354, D213046357, D213046361, D213046364, D213046367, D213046372, D213046375, D213046378, D213046382, D213046385, D213046388, D213046417, D213071920, D213071925, D213071928,

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

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(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

## SCHEDULE B

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(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

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D214150221, D214150224, D214150227, D214150232, D214150236, D214150240, D214150243,  
D214150246, D215136413 and D216010626 (Affects All Tracts), Official Public Records of Tarrant County,  
Texas.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes,

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

## SCHEDULE B

(Continued)

bays, gulfs or oceans, or

- b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
- c. to filled-in lands, or artificial islands, or
- d. to statutory water rights, including riparian rights, or
- e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)

- 5. Standby fees, taxes and assessments by any taxing authority for the year 2024, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2024, and subsequent years.")
- 6. The terms and conditions of the documents creating your interest in the land.
- 7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a Binder is issued.)
- 8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)
- 9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
- 10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
  - a. Maintenance Charge/Assessments as provided for in instrument(s) recorded in County Clerk's File No. D215136413, of the Official Public Records of TARRANT County, Texas. Subordination to the liens of any valid first lien mortgage or deed of trust encumbering a particular Lot, as contained therein (Affects Tracts 1 and 2).
  - b. Rights of Parties in Possession. (OWNER POLICY ONLY)
  - c. A 20 foot building setback line along the front property line as set forth on the recorded plat and dedication.
  - d. A 5 foot building setback line along the side property line as set forth on the recorded plat and dedication.
  - e. A 10 foot building setback line along the side property line as set forth on the recorded plat and dedication.

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)



## **SCHEDULE B**

(Continued)

- f. The Utility, Drainage, Sewer, Street Right-of-Way Dedication, Floodplain, Wall and Maintenance, Switchgear and Franchise Utility easement(s) as set out on plat/map in County Clerk's File No. D213298533 of the Map and/or Plat Records of Tarrant County, Texas.
- g. The Utility easement(s) as set out on plat/map in County Clerk's File No. D214165385 of the Map and/or Plat Records of Tarrant County, Texas.
- h. Rights of tenants, as tenants only, under unrecorded leases or rental agreements.
- i. Visible and apparent easements on or across property described in Schedule A.
- j. Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not.
- k. Easement: Right-of-Way  
  
Recorded: October 14, 1952 in Volume 2483, Page 221, of the Deed Records, Tarrant County, Texas.
- l. Easement: Anchors and Guy Wires  
  
Recorded: April 05, 1956 in Volume 2975, Page 207, of the Deed Records, Tarrant County, Texas.
- m. Easement: Communication Systems  
  
Recorded: February 10, 1986 in Volume 8453, Page 1715, of the Official Public Records, Tarrant County, Texas.
- n. Easement: Electrical Line  
  
Recorded: February 03, 1988 in Volume 9184, Page 681, of the Official Public Records, Tarrant County, Texas.
- o. Easement: Pipeline  
  
Recorded: October 13, 1989 in Volume 9730, Page 907, of the Official Public Records, Tarrant County, Texas.
- p. Mineral and/or royalty interest:  
  
Recorded: November 03, 2004 in County Clerk's File No. D204343518 of the Official Public Records of Tarrant County, Texas.  
  
Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.  
  
Waiver of Surface Rights contained therein.

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

## **SCHEDULE B**

(Continued)

q. Terms, Conditions and Stipulations in the Agreement:

Recorded: November 03, 2004 in County Clerk's File No. D204343519, Official Public Records, Tarrant County, Texas.

Type: Pipeline and Access Easement Agreement (Affects Tracts 2 and 3)

Amendment to Pipeline and Access Easement Agreement as recorded on October 25, 2005 in County Clerk's File No. D205318790, Official Public Records of Tarrant County, Texas.

As shown on recorded plat filed for record under County Clerk's File No. 2013298533, Map and/or Plat Records of Tarrant County, Texas.

r. Easement: Water Pipelines and Right-of-Way (Affects Tracts 2 and 3)

Recorded: October 25, 2005 in County Clerk's File No. D205318789, of the Official Public Records, Tarrant County, Texas.

As shown on recorded plat filed for record under County Clerk's File No. 2013298533, Map and/or Plat Records of Tarrant County, Texas.

s. Easement: Temporary Workspace and Right-of-Way (Affects Tract 2)

Recorded: March 15, 2006 in County Clerk's File No. D206076626, of the Official Public Records, Tarrant County, Texas.

t. Terms, Conditions and Stipulations in the Agreement:

Recorded: July 05, 2006 in County Clerk's File No. D206201266, Official Public Records, Tarrant County, Texas.

Type: Right-of-Way Agreement

Conveyance, Assignment and Bill of Sale as recorded on January 18, 2007 in County Clerk's File No. D207020167, Official Public Records of Tarrant County, Texas.

u. Easement: Pipeline and Right-of-Way

Recorded: April 12, 2007 in County Clerk's File No. D207127585, of the Official Public Records, Tarrant County, Texas.

Partial Assignment of Easement as recorded on July 16, 2009 in County Clerk's File No. D209190494 and on November 18, 2009 in County Clerk's File No. D209303518, Official Public Records of Tarrant County, Texas.

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

## **SCHEDULE B**

(Continued)

- v. Terms, Conditions and Stipulations in the Agreement:

Recorded: August 16, 2010 in County Clerk's File No. D210198475, Official Public Records, Tarrant County, Texas.

Type: Memorandum of Surface Use Agreement and Subsurface Easement

- w. Terms, Conditions and Stipulations in the Agreement:

Recorded: August 16, 2010 in County Clerk's File No. D210198477, Official Public Records, Tarrant County, Texas.

Type: Memorandum of Surface Use Agreement and Subsurface Easement

- x. Easement: Meter Site

Recorded: October 19, 2010 in County Clerk's File No. D210258326, of the Official Public Records, Tarrant County, Texas.

- y. Terms, Conditions and Stipulations in the Agreement:

Recorded: March 03, 2008 in County Clerk's File No. D208073460, Official Public Records, Tarrant County, Texas.

Type: Permanent Water Facility Easement and Permanent Sewer Facility Easement Agreement

(Affects Tracts 1 and 2)

- z. Easement: Permanent Drainage Facility (Affects Tract 2)

Recorded: September 06, 2013 in County Clerk's File No. D213236052, of the Official Public Records, Tarrant County, Texas.

As shown on recorded plat filed for record under County Clerk's File No. 2013298533, Map and/or Plat Records of Tarrant County, Texas.

- aa. Easement: Permanent Drainage Facility (Affects Tract 2)

Recorded: September 06, 2013 in County Clerk's File No. D213236056, of the Official Public Records, Tarrant County, Texas.

As shown on recorded plat filed for record under County Clerk's File No. 2013298533, Map and/or Plat Records of Tarrant County, Texas.

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

## **SCHEDULE B**

(Continued)

- ab. Easement: Permanent Drainage Facility (Affects Tract 2)

Recorded: September 06, 2013 in County Clerk's File No. D213236058, of the Official Public Records, Tarrant County, Texas.

As shown on recorded plat filed for record under County Clerk's File No. 2013298533, Map and/or Plat Records of Tarrant County, Texas.

- ac. Easement: Permanent Drainage Facility (Affects Tract 2)

Recorded: September 09, 2013 in County Clerk's File No. D213237190, of the Official Public Records, Tarrant County, Texas.

As shown on recorded plat filed for record under County Clerk's File No. 2013298533, Map and/or Plat Records of Tarrant County, Texas.

- ad. Easement: Permanent Drainage Facility (Affects Tract 1)

Recorded: September 09, 2013 in County Clerk's File No. D213237315, of the Official Public Records, Tarrant County, Texas.

As shown on recorded plat filed for record under County Clerk's File No. 2013298533, Map and/or Plat Records of Tarrant County, Texas.

- ae. Terms, conditions, and stipulations in the Agreement by and between:

Parties: Pearl Developments, LLC and City of Fort Worth

Recorded: December 05, 2013 in County Clerk's File No. D213308613 of the Official Public Records of Tarrant County, Texas.

Type: Drainage Channel Maintenance Agreement (Affects Tract 2)

- af. Terms, conditions, and stipulations in the Agreement by and between:

Parties: Windridge A2A Developments, LLC and City of Fort Worth

Recorded: December 05, 2013 in County Clerk's File No. D213308644 of the Official Public Records of Tarrant County, Texas.

Type: Drainage Channel Maintenance Agreement (Affects Tract 2)

- ag. Terms, conditions, and stipulations in the Agreement by and between:

Parties: City of Fort Worth and Windridge A2A Developments, L.L.C.

Recorded: October 03, 2014 in County Clerk's File No. D214218300 of the Official Public Records of Tarrant County, Texas.

Type: Easement Encroachment License Agreement (Affects Tract 2)

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

## **SCHEDULE B**

(Continued)

- ah. Terms, conditions, and stipulations in the Agreement by and between:

Parties: City of Fort Worth and Windridge A2A Developments, L.L.C.

Recorded: October 03, 2014 in County Clerk's File No. D214218301 of the Official Public Records of Tarrant County, Texas.

Type: Easement Encroachment License Agreement (Affects Tract 1)

- ai. Terms, conditions, and stipulations in the Agreement by and between:

Parties: City of Fort Worth and Windridge A2A Developments, L.L.C.

Recorded: October 03, 2014 in County Clerk's File No. D214218302 of the Official Public Records of Tarrant County, Texas.

Type: Easement Encroachment License Agreement (Affects Tract 2)

- aj. Terms, conditions, and stipulations in the Agreement by and between:

Parties: City of Fort Worth and Windridge A2A Developments, L.L.C.

Recorded: October 03, 2014 in County Clerk's File No. D214218303 of the Official Public Records of Tarrant County, Texas.

Type: Easement Encroachment License Agreement (Affects Tract 2)

- ak. Terms, conditions, and stipulations in the Agreement by and between:

Parties: City of Fort Worth and Windridge A2A Developments, L.L.C.

Recorded: October 24, 2014 in County Clerk's File No. D214233643 of the Official Public Records of Tarrant County, Texas.

Type: Easement Encroachment License Agreement (Affects Tracts 1 and 2)

- al. Terms, Conditions and Stipulations in the Agreement:

Recorded: April 05, 2021 in County Clerk's File No. D221091630, Official Public Records, Tarrant County, Texas.

Type: Affidavit and Memorandum of Agreement Concerning Real Estate (Affects Lot 16, Block 6)

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

## SCHEDULE B

(Continued)

am. Mineral and/or royalty interest:

Recorded: in County Clerk's File No(s). ], D213009732, D213009737, D213009738, D213009741, D213009744, D213009747, D213009750, D213009753, D213009756, D213009761, D213009764, D213009767, D213009770, D213009773, D213009817, D213009820, D213009823, D213009864, D213009867, D213009870, D213009873, D213009876, D213009879, D213009882, D213009885, D213009888, D213009891, D213009895, D213009898, D213010003, D213010006, D213010009, D213010013, D213010016, D213010019, D213010022, D213010025, D213010028, D213010031, D213010164, D213010167, D213010170, D213010175, D213010180, D213010183, D213010187, D213010190, D213010193, D213010197, D213010201, D213010204, D213010207, D213022661, D213022664, D213022667, D213022670, D213022673, D213022676, D213022679, D213022682, D213022687, D213022690, D213022694, D213022697, D213022700, D213022703, D213022706, D213022709, D213022712, D213022715, D213022718, D213022721, D213022803, D213022806, D213022809, D213022812, D213022816, D213022820, D213022824, D213022828, D213022831, D213022834, D213022837, D213022842, D213022847, D213022851, D213022856, D213022861, D213022909, D213022913, D213022916, D213022919, D213022922, D213022925, D213022928, D213022931, D213022934, D213022937, D213022941, D213022945, D213022948, D213022951, D213030446, D213030449, D213030452, D213030455, D213030458, D213030461, D213030464, D213030467, D213030470, D213030473, D213030476, D213030480, D213030485, D213030489, D213030493, D213030529, D213030534, D213030537, D213030540, D213030543, D213030546, D213030549, D213030554, D213030557, D213030561, D213030566, D213030569, D213030572, D213030575, D213030578, D213030581, D213030584, D213030587, D213030590, D213030668, D213030671, D213030675, D213030678, D213030681, D213030684, D213030687, D213030690, D213030694, D213030697, D213030700, D213030703, D213030757, D213030762, D213030765, D213030768, D213030771, D213030774, D213030779, D213030782, D213030785, D213030789, D213030792, D213030796, D213030799, D213030803, D213030806, D213043538, D213043541, D213043544, D213043547, D213043550, D213043554, D213043559, D213043563, D213043567, D213043570, D213043574, D213043578, D213043581, D213043584, D213043588, D213043591, D213043594, D213043597, D213043600, D213043604, D213043608, D213043612, D213045935, D213045939, D213045942, D213045947, D213045951, D213045954, D213045957, D213045960, D213045964, D213045970, D213045990, D213045994, D213045998, D213046003, D213046007, D213046010, D213046014, D213046017, D213046020, D213046023, D213046026, D213046194, D213046197, D213046200, D213046203, D213046207, D213046210, D213046214, D213046356, D213046360, D213046363, D213046366, D213046371, D213046374, D213046377, D213046381, D213046384, D213046387, D213046390, D213046391, D213071924, D213071927, D213071930, D213071933, D213071936, D213071939, D213071942, D213071945, D213071948, D213071951, D213071963, D213071968, D213071971, D213071974, D213071977, D213071980, D213071983, D213071986, D213071989, D213071992, D213071995, D213071998, D213072001, D213072004, D213072007, D213072087, D213072091, D213072094, D213072097, D213072100, D213092099, D213092102, D213092105, D213092108, D213092111, D213092114, D213092117, D213092120, D213092123, D213092126, D213092129, D213092132, D213092135, D213092138, D213092141, D213092144, D213092147, D213092150, D213092153, D213092156, D213092159, D213092164, D213092167, D213092171, D213092174, D213092178, D213092183, D213092186, D213092189, D213092192, D213092196, D213092199, D213092202, D213092206, D213092209, D213092212, D213092216, D213092221, D213092224, D213092228, D213092231, D213092234, D213092237, D213092240, D213092244, D213092247, D213092250, D213092253, D213092256, D213092259, D213092262, D213092267, D213092270, D213092273, D213092278,

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

## SCHEDULE B

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(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

## SCHEDULE B

(Continued)

D213157592, D213157606, D213157609, D213157612, D213157616, D213157620,  
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(This Schedule B is valid only when Cover, Schedule A, C and D are attached)



## SCHEDULE B

(Continued)

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D214150239, D214150242, D214150245 and D214150248 of the Official Public Records of Tarrant  
County, Texas.

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

## SCHEDULE B

(Continued)

Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

- an. Inclusion within Tarrant Regional Water District.
- ao. Any titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments or other entities,
  - 1) to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - 2) to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - 3) to filled-in lands, or artificial islands, or
  - 4) to statutory water rights, including riparian rights, or
  - 5) to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across the area. (MORTGAGEE POLICY ONLY)
- ap. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.
- aq. Lack of a right of access to and from the land. Insuring provision Number 4 is hereby deleted. (OWNER POLICY ONLY) (Affects Tract 3)
- ar. Lack of a right of access to and from land. Insuring provision Number 3 is hereby deleted. (MORTGAGEE POLICY ONLY) (Affects Tract 3)
- as. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

 <b>First American Title™</b>	<b>Commitment for Title Insurance (T-7)</b>  <small>ISSUED BY</small> <b>First American Title Insurance Company</b>
<b>Schedule C</b>	

GF No.: 5191857-F-TX-CP-BCK

Your Policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property. (Affects Tract 3)
6. We require the execution of an Affidavit as to Debts and Liens by the record owners on the form promulgated by the Title Company. (Affects Tract 3)
7. Record a Release of Vendor's Lien retained in Deed:

Grantor: Foo Tiang Meng Dirk Robert, Trustee of the Hills of Windridge Trust

Grantee: Andrea Casias and Rudy Casias

Dated: September 29, 2015

Recorded: October 08, 2015, in County Clerk's File No. D215229290, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

Dated: October 02, 2015

Recorded: October 08, 2015, in County Clerk's File No. D215229291, of the Official Public Records, Tarrant County, Texas.

Amount: \$278,693.00

Grantor: Andrea Casias and Rudy Casias, wife and husband

Trustee: Verdugo Trustee Service Corporation

Beneficiary: Citibank, N.A.

(Affects Lot 8, Block 5)

8. Record a Release of Vendor's Lien retained in Deed:

Grantor: Foo Tiang Meng Dirk Robert, Trustee of the Hills of Windridge Trust

Grantee: Gary Leroy Brooks and Barbara Lynn Brooks

Dated: October 15, 2015

Recorded: October 19, 2015, in County Clerk's File No. D215237253, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: October 15, 2015

Recorded: October 19, 2015, in County Clerk's File No. D215237254, of the Official Public Records, Tarrant County, Texas.

Amount: \$159,262.00

Grantor: Gary Leroy Brooks and Barbara Lynn Brooks, husband and wife

Trustee: William H. Cowden, Jr.

Beneficiary: SSBT Mortgage Group LLC

(Affects Lot 12, Block 5)

9. Record a Release of Vendor's Lien retained in Deed:

Grantor: Aland Group, LLC

Grantee: Shane S. Frasier and Deborah L. Frasier

Dated: November 24, 2015

Recorded: November 30, 2015, in County Clerk's File No. D215266538, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: November 24, 2015

Recorded: November 30, 2015, in County Clerk's File No. D215266539, of the Official Public Records, Tarrant County, Texas.

Amount: \$227,557.00

Grantor: Shane S. Frasier and Deborah L. Frasier, husband and wife

Trustee: Laurel A. Meyer

Beneficiary: Fairway Independent Mortgage Corporation

(Affects Lot 13, Block 6)

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

10. Record a Release of Vendor's Lien retained in Deed:

Grantor: Foo Tiang Meng Dirk Robert, Trustee of the Hills of Windridge Trust

Grantee: Melissa Petschel and Ryan Petschel, wife and husband

Dated: December 31, 2015

Recorded: January 05, 2016, in County Clerk's File No. D216001733, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: December 31, 2015

Recorded: January 05, 2016, in County Clerk's File No. D216001734, of the Official Public Records, Tarrant County, Texas.

Amount: \$219,983.00

Grantor: Melissa Petschel and Ryan Petschel, wife and husband

Trustee: Allan B. Polunsky

Beneficiary: Highlands Residential Mortgage, Ltd., a Texas limited liability partnership

(Affects Lot 25, Block 5)

11. Record a Release of Vendor's Lien retained in Deed:

Grantor: Aland Group, LLC

Grantee: Douglas Mangold and Carmen Guevara, husband and wife

Dated: January 28, 2016

Recorded: January 29, 2016, in County Clerk's File No. D216019399, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: January 28, 2016

Recorded: January 29, 2016, in County Clerk's File No. D216019400, of the Official Public Records, Tarrant County, Texas.

Amount: \$202,333.00

Grantor: Douglas Mangold and Carmen Guevara, husband and wife

Trustee: Allan B. Polunsky

Beneficiary: Highlands Residential Mortgage, Ltd., a Texas limited liability partnership

(Affects Lot 9, Block 8)

12. Record a Release of Vendor's Lien retained in Deed:

Grantor: Golden Serene, LLC

Grantee: Terry L. Smith and Laticia A. Smith

Dated: February 09, 2016

Recorded: February 22, 2016, in County Clerk's File No. D216034727, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: February 09, 2016

Recorded: February 22, 2016, in County Clerk's File No. D216034728, of the Official Public Records, Tarrant

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

County, Texas.

Amount: \$238,540.00

Grantor: Terry L. Smith and Laticia A. Smith, husband and wife

Trustee: Calvin C. Mann, Jr.

Beneficiary: Platinum Mortgage, Inc., an Alabama Corporation

(Affects Lot 24, Block 5)

13. Record a Release of Vendor's Lien retained in Deed:

Grantor: Golden Serene, LLC

Grantee: Jake R. Coplen

Dated: June 09, 2016

Recorded: June 13, 2016, in County Clerk's File No. D216126915, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: June 09, 2016

Recorded: June 13, 2016, in County Clerk's File No. D216126916, of the Official Public Records, Tarrant County, Texas.

Amount: \$208,750.00

Grantor: Jake R. Coplen, a single man

Trustee: J. Mark Riebe

Beneficiary: Texas Bank Financial dba Texas Bank Mortgage Co.

(Affects Lot 33, Block 5)

Said Note and Deed of Trust modified by Agreement:

Dated: May 09, 2019

Recorded: May 14, 2019 in County Clerk's File No. D219102360, of the Official Public records, of Tarrant County, Texas.

14. Record a Release of Vendor's Lien retained in Deed:

Grantor: Palisade Properties, LLC

Grantee: Ronald M. Campbell

Dated: September 01, 2016

Recorded: September 06, 2016, in County Clerk's File No. D216206463, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: September 01, 2016

Recorded: September 06, 2016, in County Clerk's File No. D216206464, of the Official Public Records, Tarrant County, Texas.

Amount: \$187,463.00

Grantor: Ronald M. Campbell, a single person

Trustee: Robert K. Fowler

Beneficiary: Wells Fargo Bank, N.A.

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

(Affects Lot 6, Block 7)

15. Record a Release of Vendor's Lien retained in Deed:

Grantor: Serene Alliance, LLC

Grantee: Mary L. Day

Dated: September 06, 2016

Recorded: September 08, 2016, in County Clerk's File No. D216208644, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: September 06, 2016

Recorded: September 08, 2016, in County Clerk's File No. D216208645, of the Official Public Records, Tarrant County, Texas.

Amount: \$265,000.00

Grantor: Mary L. Day, a single woman

Trustee: Allan B. Polunsky

Beneficiary: Highlands Residential Mortgage, Ltd.

(Affects Lot 33, Block 7)

16. Record a Release of Vendor's Lien retained in Deed:

Grantor: KOWA Real Estate, LLC

Grantee: Christopher Bara Garza and Alma Christi Garza

Dated: October 07, 2016

Recorded: October 10, 2016, in County Clerk's File No. D216237609, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: October 07, 2016

Recorded: October 10, 2016, in County Clerk's File No. D216237610, of the Official Public Records, Tarrant County, Texas.

Amount: \$227,598.00

Grantor: Christopher Garza and Alma C. Garza, husband and wife

Trustee: The Law Office of Christopher J. Sullivan, PLLC

Beneficiary: Mortgage Financial Services, LLC

(Affects Lot 5, Block 6)

17. Record a Release of Vendor's Lien retained in Deed:

Grantor: Foo Tiang Meng Dirk Robert, Trustee of the Hills of Windridge Trust

Grantee: Packyen E. Wilson II

Dated: October 28, 2016

Recorded: November 07, 2016, in County Clerk's File No. D216261723, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

Dated: October 28, 2016

Recorded: November 07, 2016, in County Clerk's File No. D216261724, of the Official Public Records, Tarrant County, Texas.

Amount: \$255,200.00

Grantor: Packyen E. Wilson II, an unmarried man

Trustee: The Law Office of Christopher J. Sullivan, PLLC

Beneficiary: Mortgage Financial Services, LLC

(Affects Lot 20, Block 5)

18. Record a Release of Vendor's Lien retained in Deed:

Grantor: Golden Serene, LLC

Grantee: Bradley J. Hancock and Samantha Hancock

Dated: November 08, 2016

Recorded: November 09, 2016, in County Clerk's File No. D216263956, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: November 08, 2016

Recorded: November 09, 2016, in County Clerk's File No. D216263957, of the Official Public Records, Tarrant County, Texas.

Amount: \$188,700.00

Grantor: Bradley J. Hancock and Samantha Hancock, husband and wife

Trustee: The Law Office of Christopher J. Sullivan, PLLC

Beneficiary: Mortgage Financial Services, LLC

(Affects Lot 7, Block 7)

19. Record a Release of Vendor's Lien retained in Deed:

Grantor: Foo Tiang Meng Dirk Robert, Trustee of the Hills of Windridge Trust

Grantee: Michael Haro and Sandra Haro

Dated: November 15, 2016

Recorded: November 17, 2016, in County Clerk's File No. D216270231, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: November 15, 2016

Recorded: November 17, 2016, in County Clerk's File No. D216270232, of the Official Public Records, Tarrant County, Texas.

Amount: \$215,116.00

Grantor: Sandra Haro and Michael Haro, wife and husband

Trustee: Thomas E. Black, Jr.

Beneficiary: EECU

(Affects Lot 26, Block 7)

Said lien being assigned to TruHome Solutions, LLC, a Missouri limited liability company by Assignment:

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)



## SCHEDULE C

(Continued)

Dated: November 16, 2016

Recorded: December 16, 2016 in County Clerk's File No. D216294257, of the Official Public records, of Tarrant County, Texas.

20. Record a Release of Vendor's Lien retained in Deed:

Grantor: Golden Serene, LLC

Grantee: Hamdija Ibisevic and Rijalda Ibisevic

Dated: November 18, 2016

Recorded: November 21, 2016, in County Clerk's File No. D216273103, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: November 18, 2016

Recorded: November 21, 2016, in County Clerk's File No. D216273104, of the Official Public Records, Tarrant County, Texas.

Amount: \$203,500.00

Grantor: Hamdija Ibisevic and Rijalda Ibisevic, husband and wife

Trustee: William H. Cowden, Jr.

Beneficiary: SSBT Mortgage Group, LLC

(Affects Lot 25, Block 7)

Said lien being assigned to Pennymac Loan Services, LLC by Assignment:

Dated: November 19, 2020

Recorded: November 19, 2020 in County Clerk's File No. D220303880, of the Official Public records, of Tarrant County, Texas.

21. Record a Release of Vendor's Lien retained in Deed:

Grantor: Palisade Properties, LLC

Grantee: Gloria Starling

Dated: March 17, 2017

Recorded: March 20, 2017, in County Clerk's File No. D217061128, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: March 17, 2017

Recorded: March 20, 2017, in County Clerk's File No. D217061129, of the Official Public Records, Tarrant County, Texas.

Amount: \$259,946.00

Grantor: Gloria V. Starling and Sylvester Starling Jr., wife and husband

Trustee: The Law Office of Christopher J. Sullivan, PLLC

Beneficiary: Mortgage Financial Services, LLC

(Affects Lot 28, Block 7)

Said lien being assigned to Citizens Bank, N.A. by Assignment:

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

Dated: March 19, 2024

Recorded: March 19, 2024 in County Clerk's File No. D224047084, of the Official Public records, of Tarrant County, Texas.

22. Record a Release of Vendor's Lien retained in Deed:

Grantor: Foo Tiang Meng Dirk Robert, Trustee of the Hills of Windridge Trust

Grantee: Maria A. Perez and Felipe R. Perez

Dated: July 03, 2017

Recorded: July 05, 2017, in County Clerk's File No. D217152047, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: July 03, 2017

Recorded: July 05, 2017, in County Clerk's File No. D217152048, of the Official Public Records, Tarrant County, Texas.

Amount: \$257,165.00

Grantor: Maria A. Perez and Felipe R. Perez, wife and husband

Trustee: Allan B. Polunsky

Beneficiary: LoanDepot.com, LLC

(Affects Lot 21, Block 6)

23. Record a Release of Vendor's Lien retained in Deed:

Grantor: KOWA Real Estate, LLC

Grantee: Esther Slater

Dated: July 21, 2017

Recorded: July 24, 2017, in County Clerk's File No. D217167286, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: July 21, 2017

Recorded: July 24, 2017, in County Clerk's File No. D217167288, of the Official Public Records, Tarrant County, Texas.

Amount: \$229,455.00

Grantor: Esther Elise Slater, a married woman

Trustee: Tom Wood

Beneficiary: USAA Federal Savings Bank

(Affects Lot 8, Block 7)

24. Record a Release of Vendor's Lien retained in Deed:

Grantor: Land Sunshine Homes, LLC

Grantee: Becky O'Gorman

Dated: October 20, 2017

Recorded: October 23, 2017, in County Clerk's File No. D217246391, of the Official Public Records, Tarrant

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

County, Texas.

Additionally Secured by Deed of Trust:

Dated: October 19, 2017

Recorded: October 23, 2017, in County Clerk's File No. D217246392, of the Official Public Records, Tarrant County, Texas.

Amount: \$221,160.00

Grantor: Becky O'Gorman, joined herein pro forma by my spouse, Thomas O'Gorman

Trustee: Allan B. Polunsky

Beneficiary: LoanDepot.com, LLC

(Affects Lot 15, Block 6)

25. Record a Release of Vendor's Lien retained in Deed:

Grantor: Luds Corporation

Grantee: Steven Schronk and Rebekah Schronk

Dated: December 12, 2017

Recorded: December 20, 2017, in County Clerk's File No. D217292792, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: December 06, 2017, effective as of December 12, 2017

Recorded: December 20, 2017, in County Clerk's File No. D217292793, of the Official Public Records, Tarrant County, Texas.

Amount: \$191,252.00

Grantor: Rebekah Schronk and Steven Schronk, wife and husband

Trustee: Allan B. Polunsky

Beneficiary: LoanDepot.com, LLC

(Affects Lot 19, Block 5)

26. Record a Release of Vendor's Lien retained in Deed:

Grantor: Greenery Development Corporation

Grantee: John A. Kachmar and Hilda M. Kachmar

Dated: December 29, 2017

Recorded: January 04, 2018, in County Clerk's File No. D218003671, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: December 29, 2017

Recorded: January 04, 2018, in County Clerk's File No. D218003672, of the Official Public Records, Tarrant County, Texas.

Amount: \$130,000.00

Grantor: John Kachmar and Hilda Kachmar, husband and wife

Trustee: Ruth W. Garner

Beneficiary: Willow Bend Mortgage Company, LLC

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

(Affects Lot 11, Block 6)

27. Record a Release of Vendor's Lien retained in Deed:

Grantor: Luds Corporation

Grantee: Andrew Shore

Dated: December 20, 2017

Recorded: January 05, 2018, in County Clerk's File No. D218004612, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: December 20, 2017

Recorded: January 05, 2018, in County Clerk's File No. D218004613, of the Official Public Records, Tarrant County, Texas.

Amount: \$231,871.00

Grantor: Andrew Shore, joined herein pro forma by my spouse, Keene Mai Nordin

Trustee: Allan B. Polunsky

Beneficiary: LoanDepot.com, LLC

(Affects Lot 7, Block 8)

28. Record a Release of Vendor's Lien retained in Deed:

Grantor: KOWA Real Estate, LLC

Grantee: Kevin Haywood, Sr. and Desheka Huckaby-Haywood

Dated: February 12, 2018

Recorded: March 28, 2018, in County Clerk's File No. D218064827, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: February 12, 2018

Recorded: February 23, 2018, in County Clerk's File No. D218038629, of the Official Public Records, Tarrant County, Texas.

Amount: \$279,666.00

Grantor: Kevin Haywood, Sr. and Desheka Huckaby-Haywood, husband and wife

Trustee: Thomas E. Black Jr.

Beneficiary: Angel Oak Mortgage Solutions LLC

(Affects Lot 15, Block 7)

29. Record a Release of Vendor's Lien retained in Deed:

Grantor: Robin M. Anderson fka Robin M. Skelly and Jacob Anderson acting herein by and through my agent and attorney in fact Robin M. Anderson, a married couple

Grantee: Joseph Taylor Couch, a single man

Dated: February 28, 2018

Recorded: March 01, 2018, in County Clerk's File No. D218043781, of the Official Public Records, Tarrant County, Texas.

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

Additionally Secured by Deed of Trust:

Dated: February 28, 2018

Recorded: March 01, 2018, in County Clerk's File No. D218043782, of the Official Public Records, Tarrant County, Texas.

Amount: \$133,000.00

Grantor: Joseph Taylor Couch, a single man

Trustee: Scott Everett

Beneficiary: Everett Financial, Inc., d/b/a Supreme Lending

(Affects Lot 29, Block 7)

30. Record a Release of Deed of Trust to secure a Note:

Dated: April 27, 2018

Recorded: May 01, 2018, in County Clerk's File No. D218092033 of the Official Public Records, Tarrant County, Texas.

Amount: \$211,599.00

Grantor: Henry Quin Miller, Jr. and Jamie Miller, husband and wife

Trustee: Allan B. Polunsky

Beneficiary: LoanDepot.com, LLC

(Affects Lot 6, Block 6)

31. Record a Release of Vendor's Lien retained in Deed:

Grantor: Golden Serene, LLC

Grantee: Barrett Haack and Dehanna Haack

Dated: June 18, 2018

Recorded: June 20, 2018, in County Clerk's File No. D218134895, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: June 18, 2018

Recorded: June 20, 2018, in County Clerk's File No. D218134896, of the Official Public Records, Tarrant County, Texas.

Amount: \$304,385.00

Grantor: Barrett Haack and Dehanna Haack, husband and wife

Trustee: Allan B. Polunsky

Beneficiary: LoanDepot.com, LLC

(Affects Lot 16, Block 7)

Said Note and Deed of Trust modified by Agreement:

Dated: October 31, 2019

Recorded: November 18, 2019 in County Clerk's File No. D219264232, of the Official Public records, of Tarrant County, Texas.

Said Note and Deed of Trust modified by Agreement:

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

Dated: April 02, 2022

Recorded: May 06, 2022 in County Clerk's File No. D222117898, of the Official Public records, of Tarrant County, Texas.

32. Record a Release of Vendor's Lien retained in Deed:

Grantor: Fine Bellevue Developments, LLC

Grantee: Lawrence E. Huber, III and Michele D. Spriggs

Dated: June 22, 2018, to be effective on June 23, 2018

Recorded: June 27, 2018, in County Clerk's File No. D218140124, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: June 23, 2018

Recorded: June 27, 2018, in County Clerk's File No. D218140125, of the Official Public Records, Tarrant County, Texas.

Amount: \$251,702.00

Grantor: Lawrence E. Huber, III and Michele D. Spriggs, husband and wife

Trustee: Allan B. Polunsky

Beneficiary: LoanDepot.com, LLC

(Affects Lot 14, Block 7)

33. Record a Release of Vendor's Lien retained in Deed:

Grantor: M3 Fort Worth Developer, LLC

Grantee: David M. King and Dawn L. King

Dated: August 01, 2018

Recorded: August 06, 2018, in County Clerk's File No. D218172843, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: August 01, 2018

Recorded: August 06, 2018, in County Clerk's File No. D218172844, of the Official Public Records, Tarrant County, Texas.

Amount: \$231,185.00

Grantor: David M. King and Dawn L. King, a married couple

Trustee: Christopher J. Sullivan

Beneficiary: Mortgage Financial Services, LLC

(Affects Lot 2, Block 8)

34. Record a Release of Vendor's Lien retained in Deed:

Grantor: Brian Roe and Erica Roe f/k/a Erica Crowder

Grantee: Alden Gideon, an unmarried woman

Dated: August 17, 2018

Recorded: August 20, 2018, in County Clerk's File No. D218184229, of the Official Public Records, Tarrant County, Texas.

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

Additionally Secured by Deed of Trust:

Dated: August 17, 2018

Recorded: August 20, 2018, in County Clerk's File No. D218184230, of the Official Public Records, Tarrant County, Texas.

Amount: \$199,200.00

Grantor: Alden Gideon, an unmarried woman

Trustee: Clayton Smaistrila PC

Beneficiary: Gardner Financial Services Ltd, dba Legacy Mutual Mortgage

(Affects Lot 31, Block 5)

35. Record a Release of Vendor's Lien retained in Deed:

Grantor: Foo Tiang Meng Dirk Robert, Trustee of the Hills of Windridge Trust

Grantee: Kelly Allen, a single man

Dated: September 19, 2018

Recorded: September 20, 2018, in County Clerk's File No. D218210237, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: September 19, 2018

Recorded: September 20, 2018, in County Clerk's File No. D218210238, of the Official Public Records, Tarrant County, Texas.

Amount: \$243,000.00

Grantor: Kelly Allen, a single man

Trustee: Michael H. Patterson

Beneficiary: Affiliated Bank, N.A.

(Affects Lot 12, Block 1)

36. Record a Release of Vendor's Lien retained in Deed:

Grantor: Ark Alliance, LLC

Grantee: James A. Suderman II and Sharon M. Suderman

Dated: September 27, 2018

Recorded: September 28, 2018, in County Clerk's File No. D218217240, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: September 24, 2018, to be effective on September 27, 2018

Recorded: September 28, 2018, in County Clerk's File No. D218217241, of the Official Public Records, Tarrant County, Texas.

Amount: \$163,188.00

Grantor: James A. Suderman II and Sharon M. Suderman, husband and wife

Trustee: Allan B. Polunsky

Beneficiary: LoanDepot.com, LLC

(Affects Lot 19, Block 8)

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

37. Record a Release of Vendor's Lien retained in Deed:

Grantor: Charles Works and Hanna Works a/k/a Hannah G. Works n/k/a Hannah Gayle Brown  
Grantee: Jessie Fuentes and Jesabel Fuentes, husband and wife  
Dated: April 30, 2019  
Recorded: May 01, 2019, in County Clerk's File No. D219091888, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: April 30, 2019  
Recorded: May 01, 2019, in County Clerk's File No. D219091889, of the Official Public Records, Tarrant County, Texas.  
Amount: \$284,747.00  
Grantor: Jessie Fuentes and Jesabel Fuentes, husband and wife  
Trustee: Thomas E. Black, Jr.  
Beneficiary: Caliber Home Loans, Inc.

(Affects Lot 5, Block 7)

Said Note and Deed of Trust modified by Agreement:

Dated: January 25, 2022  
Recorded: March 08, 2022 in County Clerk's File No. D222060877, of the Official Public records, of Tarrant County, Texas.

38. Record a Release of Vendor's Lien retained in Deed:

Grantor: Global Forest, LLC  
Grantee: Toby Len Lambert, a married person  
Dated: April 26, 2018  
Recorded: May 24, 2019, in County Clerk's File No. D219111040, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: April 26, 2018  
Recorded: May 24, 2019, in County Clerk's File No. D219111041, of the Official Public Records, Tarrant County, Texas.  
Amount: \$245,471.00  
Grantor: Toby Len Lambert and Deeanna Lambert, husband and wife  
Trustee: Scott Gesell  
Beneficiary: Gateway Mortgage Group LLC

(Affects Lot 3, Block 8)

Said Note and Deed of Trust assigned to Idaho Housing and Finance Association by Assignment:

Dated: December 05, 2019  
Recorded: December 09, 2019 in County Clerk's File No. D219282796, of the Official Public records, of Tarrant County, Texas.

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)



## SCHEDULE C

(Continued)

### Appointment of Substitute Trustee:

Recorded: January 30, 2020 in County Clerk's File No. D220022709, of the Official Public records, of Tarrant County, Texas.

Substitute Trustee: David Stockman, Donna Stockman, Guy Wiggs, Brenda Wiggs, Denise Boerner, Tim Lewis, Michelle Schwartz, Kathy Arrington, Michael Burns, Bradley Conway, Tori Jones, or Suzanne Suarez

39. Record a Release of Deed of Trust to secure a Note:

Dated: April 26, 2019

Recorded: May 24, 2019, in County Clerk's File No. D219111042 of the Official Public Records, Tarrant County, Texas.

Amount: \$9,818.84

Grantor: Toby Len Lambert

Trustee: David Cervantes

Beneficiary: The Bank of New York Mellon Trust Company, N.A.

(Affects Lot 3, Block 8)

40. Record a Release of Deed of Trust to secure a Note:

Dated: August 29, 2019

Recorded: September 05, 2019, in County Clerk's File No. D219201205 of the Official Public Records, Tarrant County, Texas.

Amount: \$215,600.00

Grantor: Henry Quin Miller, Jr. and Jamie Miller, husband and wife

Trustee: Allan B. Polunsky

Beneficiary: LoanDepot.com, LLC

(Affects Lot 6, Block 6)

41. Record a Release of Deed of Trust to secure a Note:

Dated: February 24, 2020

Recorded: February 28, 2020, in County Clerk's File No. D220047957 of the Official Public Records, Tarrant County, Texas.

Amount: \$218,780.00

Grantor: Marin Kovacevic and Taryn Wetzel aka Taryn Nicole Kovacevic, husband and wife

Trustee: Mandy Bennett

Beneficiary: Quicken Loans Inc.

(Affects Lot 6, Block 8)

42. Record a Release of Deed of Trust to secure a Note:

Dated: March 19, 2020

Recorded: March 24, 2020, in County Clerk's File No. D220069592 of the Official Public Records, Tarrant County, Texas.

Amount: \$201,900.00

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

Grantor: Jessica Castillo and Robert Castillo, wife and husband  
Trustee: Scott Gesell  
Beneficiary: Gateway Mortgage Group, a division of Gateway First Bank

(Affects Lot 5, Block 8)

43. Financing Statement:

Debtor: Terry L. Smith  
Secured Party: Technology Credit Union  
Recorded: April 03, 2020 in County Clerk's File No. D220077727, of the Official Public records, of Tarrant County, Texas.

44. Record a Release of Vendor's Lien retained in Deed:

Grantor: Curtis Benton and Deyanna Benton, husband and wife  
Grantee: Brendan Redwine, a single man  
Dated: April 08, 2020  
Recorded: April 09, 2020, in County Clerk's File No. D220082123, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: April 08, 2020  
Recorded: April 09, 2020, in County Clerk's File No. D220082124, of the Official Public Records, Tarrant County, Texas.  
Amount: \$237,405.00  
Grantor: Brendan Redwine, a single man  
Trustee: David Zalman  
Beneficiary: Prosperity Bank

(Affects Lot 23, Block 5)

45. Record a Release of Vendor's Lien retained in Deed:

Grantor: Lead Real Estate Dallas, LLC  
Grantee: Gabriel Aguilar and Denise D. Aguilar, a married couple  
Dated: April 20, 2020  
Recorded: April 23, 2020, in County Clerk's File No. D220092973, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: April 20, 2020  
Recorded: April 23, 2020, in County Clerk's File No. D220092974, of the Official Public Records, Tarrant County, Texas.  
Amount: \$253,326.00  
Grantor: Gabriel Aguilar, a married man, joined herein by his wife, Denise D. Aguilar  
Trustee: Clayton Smaistrila PC  
Beneficiary: Gardner Financial Services Ltd, dba Legal Mutual Mortgage

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

(Affects Lot 27, Block 7)

46. Record a Release of Vendor's Lien retained in Deed:

Grantor: Texas Sell Now, LLC, a Texas limited liability company

Grantee: Eric James Gardner

Dated: April 23, 2020

Recorded: April 27, 2020, in County Clerk's File No. D220094116, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: April 23, 2020

Recorded: April 27, 2020, in County Clerk's File No. D220094117, of the Official Public Records, Tarrant County, Texas.

Amount: \$297,500.00

Grantor: Eric James Gardner

Trustee: Allan B. Polunsky

Beneficiary: Navy Federal Credit Union

(Affects Lot 8, Block 6)

47. Record a Release of Vendor's Lien retained in Deed:

Grantor: Mark Alliance, LLC

Grantee: Patrick Knauth and Haylee Knauth, husband and wife

Dated: May 11, 2020

Recorded: May 12, 2020, in County Clerk's File No. D220107440, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: May 11, 2020

Recorded: May 12, 2020, in County Clerk's File No. D220107441, of the Official Public Records, Tarrant County, Texas.

Amount: \$242,250.00

Grantor: Patrick Knauth and Haylee Knauth, husband and wife

Trustee: Michael Burns, Attorney at Law

Beneficiary: Keller Mortgage, LLC dba Keller Mortgage

(Affects Lot 12, Block 8)

48. Record a Release of Deed of Trust to secure a Note:

Dated: June 15, 2020

Recorded: June 22, 2020, in County Clerk's File No. D220145088 of the Official Public Records, Tarrant County, Texas.

Amount: \$195,000.00

Grantor: Kyle Jurik, an unmarried man

Trustee: Scott Everett

Beneficiary: Everett Financial, Inc. d/b/a Supreme Lending

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

(Affects Lot 18, Block 5)

49. Record a Release of Vendor's Lien retained in Deed:

Grantor: Matt L. Long and Amanda G. Long, husband and wife

Grantee: Derek Cearley and Jessica L. Cearly, husband and wife

Dated: June 29, 2020

Recorded: June 30, 2020, in County Clerk's File No. D220153729, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: June 29, 2020

Recorded: June 30, 2020, in County Clerk's File No. D220153730, of the Official Public Records, Tarrant County, Texas.

Amount: \$199,999.00

Grantor: Derek Cearley and Jessica L. Cearley, husband and wife

Trustee: Thomas E. Black Jr.

Beneficiary: Cardinal Financial Company, Limited Partnership

(Affects Lot 11, Block 5)

50. Record a Release of Vendor's Lien retained in Deed:

Grantor: Matthew Neuhaus and Shannon Neuhaus, husband and wife

Grantee: Kasey Nicole Dixon, single woman

Dated: June 22, 2020

Recorded: July 01, 2020, in County Clerk's File No. D220155131, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: June 22, 2020

Recorded: July 01, 2020, in County Clerk's File No. D220155132, of the Official Public Records, Tarrant County, Texas.

Amount: \$264,900.00

Grantor: Kasey Nicole Dixon, single woman

Trustee: J. Marc Hesse

Beneficiary: SFMC LP DBA Service First Mortgage Company

(Affects Lot 9, Block 5)

51. Record a Release of Deed of Trust to secure a Note:

Dated: July 15, 2020

Recorded: July 22, 2020, in County Clerk's File No. D220174933 of the Official Public Records, Tarrant County, Texas.

Amount: \$253,500.00

Grantor: Jo Anne Golaz, unmarried woman

Trustee: Polunsky Beitel Green

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

Beneficiary: LoanDepot.com, LLC

(Affects Lot 14, Block 8)

52. Record a Release of Vendor's Lien retained in Deed:

Grantor: Lead Real Estate Dallas, LLC, a Texas limited liability company

Grantee: Brandon D. Heine and wife, Katherine E. Heine

Dated: July 31, 2020

Recorded: August 04, 2020, in County Clerk's File No. D220188213, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: July 31, 2020

Recorded: August 04, 2020, in County Clerk's File No. D220188214, of the Official Public Records, Tarrant County, Texas.

Amount: \$217,600.00

Grantor: Brandon D. Heine and wife, Katherine E. Heine

Trustee: Ronald D. Butler, II

Beneficiary: First Financial Bank, N.A.

(Affects Lot 17, Block 8)

53. Record a Release of Deed of Trust to secure a Note:

Dated: July 21, 2020

Recorded: August 10, 2020, in County Clerk's File No. D220194570 of the Official Public Records, Tarrant County, Texas.

Amount: \$240,000.00

Grantor: Kurofune, LLC

Trustee: Matthew Gilpin

Beneficiary: Hiromi Hiroshima

(Affects Lot 5R, Block 1, and other properties)

54. Record a Release of Deed of Trust to secure a Note:

Dated: July 21, 2020

Recorded: August 10, 2020, in County Clerk's File No. D220194574 of the Official Public Records, Tarrant County, Texas.

Amount: \$125,000.00

Grantor: Kurofune, LLC

Trustee: Matthew Gilpin

Beneficiary: Ayako Shigenoya

(Affects Lot 5R, Block 1, and other properties)

55. Record a Release of Deed of Trust to secure a Note:

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

Dated: July 21, 2020

Recorded: August 10, 2020, in County Clerk's File No. D220194589 of the Official Public Records, Tarrant County, Texas.

Amount: \$125,000.00

Grantor: Kurofune, LLC

Trustee: Matthew Gilpin

Beneficiary: Yukio Mihara

(Affects Lot 5R, Block 1, and other properties)

56. Record a Release of Deed of Trust to secure a Note:

Dated: July 21, 2020

Recorded: August 10, 2020, in County Clerk's File No. D220194602 of the Official Public Records, Tarrant County, Texas.

Amount: \$375,602.51

Grantor: Kurofune, LLC

Trustee: Matthew Gilpin

Beneficiary: Yusuke Takei, individually

(Affects Lot 5R, Block 1, and other properties)

57. Record a Release of Deed of Trust to secure a Note:

Dated: July 21, 2020

Recorded: August 10, 2020, in County Clerk's File No. D220194616 of the Official Public Records, Tarrant County, Texas.

Amount: \$1,150,000.00

Grantor: KOWA Real Estate, LLC

Trustee: Matthew Gilpin

Beneficiary: Hiroki Kawazu

(Affects Lot 6R, Block 1, and other properties)

58. Record a Release of Deed of Trust to secure a Note:

Dated: July 21, 2020

Recorded: August 10, 2020, in County Clerk's File No. D220194627 of the Official Public Records, Tarrant County, Texas.

Amount: \$125,000.00

Grantor: Wakyojapan, LLC, a Texas limited liability company

Trustee: Matthew Gilpin

Beneficiary: Yasuyuki Tanaka

(Affects Lot 7, Block 6, and other properties)

59. Record a Release of Deed of Trust to secure a Note:

Dated: July 21, 2020

Recorded: August 10, 2020, in County Clerk's File No. D220194662 of the Official Public Records, Tarrant

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

County, Texas.

Amount: \$125,000.00

Grantor: Wakyojapan, LLC, a Texas limited liability company

Trustee: Matthew Gilpin

Beneficiary: Katsuhiro Iwasaki

(Affects Lot 7, Block 6, and other properties)

60. Record a Release of Deed of Trust to secure a Note:

Dated: July 21, 2020

Recorded: August 10, 2020, in County Clerk's File No. D220194670 of the Official Public Records, Tarrant County, Texas.

Amount: \$125,000.00

Grantor: Wakyojapan, LLC, a Texas limited liability company

Trustee: Matthew Gilpin

Beneficiary: Akiko Moriyama

(Affects Lot 7, Block 6, and other properties)

61. Record a Release of Deed of Trust to secure a Note:

Dated: July 21, 2020

Recorded: August 10, 2020, in County Clerk's File No. D220194677 of the Official Public Records, Tarrant County, Texas.

Amount: \$125,000.00

Grantor: Wakyojapan, LLC, a Texas limited liability company

Trustee: Matthew Gilpin

Beneficiary: Hideaki Nakamura

(Affects Lot 7, Block 6, and other properties)

62. Record a Release of Deed of Trust to secure a Note:

Dated: July 21, 2020

Recorded: August 10, 2020, in County Clerk's File No. D220194686 of the Official Public Records, Tarrant County, Texas.

Amount: \$700,000.00

Grantor: Wakyojapan, LLC, a Texas limited liability company

Trustee: Matthew Gilpin

Beneficiary: Yumiko Shimizu

(Affects Lot 7, Block 6, and other properties)

63. Record a Release of Deed of Trust to secure a Note:

Dated: July 21, 2020

Recorded: August 10, 2020, in County Clerk's File No. D220194697 of the Official Public Records, Tarrant County, Texas.

Amount: \$125,000.00

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

Grantor: Kurofune, LLC  
Trustee: Matthew Gilpin  
Beneficiary: Yohei Tanaka

(Affects Lot 5R, Block 1, and other properties)

64. Record a Release of Deed of Trust to secure a Note:

Dated: July 21, 2020  
Recorded: August 10, 2020, in County Clerk's File No. D220194731 of the Official Public Records, Tarrant County, Texas.  
Amount: \$1,000.00  
Grantor: Wakyojapan, LLC, a Texas limited liability company  
Trustee: Matthew Gilpin  
Beneficiary: Yusuke Takei

(Affects Lot 7, Block 6, and other properties)

65. Record a Release of Deed of Trust to secure a Note:

Dated: July 21, 2020  
Recorded: August 10, 2020, in County Clerk's File No. D220194737 of the Official Public Records, Tarrant County, Texas.  
Amount: \$125,000.00  
Grantor: Kurofune, LLC  
Trustee: Matthew Gilpin  
Beneficiary: Yuko Nakai

(Affects Lot 5R, Block 1, and other properties)

66. Record a Release of Deed of Trust to secure a Note:

Dated: July 21, 2020  
Recorded: August 10, 2020, in County Clerk's File No. D220195235 of the Official Public Records, Tarrant County, Texas.  
Amount: \$125,000.00  
Grantor: Kurofune, LLC  
Trustee: Matthew Gilpin  
Beneficiary: Yurie Itoi

(Affects Lot 5R, Block 1, and other properties)

67. Record a Release of Vendor's Lien retained in Deed:

Grantor: Katherine Abbey  
Grantee: Emily Kay Greene and Theodas Demon Giggins  
Dated: August 14, 2020  
Recorded: August 19, 2020, in County Clerk's File No. D220204298, of the Official Public Records, Tarrant County, Texas.

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)



## SCHEDULE C

(Continued)

Additionally Secured by Deed of Trust:

Dated: August 14, 2020

Recorded: August 19, 2020, in County Clerk's File No. D220204299, of the Official Public Records, Tarrant County, Texas.

Amount: \$229,600.00

Grantor: Emily Kay Greene and Theodas Demon Giggins, wife and husband

Trustee: Robert K. Fowler

Beneficiary: Wells Fargo Bank, N.A.

(Affects Lot 32, Block 5)

68. Record a Release of Vendor's Lien retained in Deed:

Grantor: Knock Homes W1 LLC

Grantee: Yvonne M. Soule

Dated: August 17, 2020

Recorded: August 20, 2020, in County Clerk's File No. D220205675, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: August 17, 2020

Recorded: August 20, 2020, in County Clerk's File No. D220205676, of the Official Public Records, Tarrant County, Texas.

Amount: \$298,800.00

Grantor: Yvonne M. Soule, unmarried woman

Trustee: Greg Massey

Beneficiary: First United Bank & Trust Company

(Affects Lot 15, Block 1)

69. Record a Release of Vendor's Lien retained in Deed:

Grantor: Opendoor Property J LLC, a Delaware limited liability company

Grantee: Patrick Richard McCauley and spouse, Cori L. McCauley

Dated: August 19, 2020

Recorded: August 20, 2020, in County Clerk's File No. D220206626, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: August 19, 2020

Recorded: August 20, 2020, in County Clerk's File No. D220206627, of the Official Public Records, Tarrant County, Texas.

Amount: \$100,000.00

Grantor: Patrick Richard McCauley and Cori L. McCauley, husband and wife

Trustee: Black, Mann & Graham, L.L.P.

Beneficiary: United Wholesale Mortgage

(Affects Lot 19, Block 6)

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

70. Record a Release of Deed of Trust to secure a Note:

Dated: August 19, 2020

Recorded: September 01, 2020, in County Clerk's File No. D220218339 of the Official Public Records, Tarrant County, Texas.

Amount: \$260,737.00

Grantor: Jason M. Shriver, unmarried

Trustee: Black, Mann & Graham

Beneficiary: Freedom Mortgage Corporation

(Affects Lot 21, Block 8)

71. Record a Release of Vendor's Lien retained in Deed:

Grantor: Serene Alliance, LLC, a Texas LLC

Grantee: Brian G. Lamb and wife, Alexandra L. Lamb

Dated: August 28, 2020

Recorded: September 03, 2020, in County Clerk's File No. D220221779, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: August 28, 2020

Recorded: September 03, 2020, in County Clerk's File No. D220221780, of the Official Public Records, Tarrant County, Texas.

Amount: \$272,175.00

Grantor: Brian G. Lamb and wife, Alexandra L. Lamb

Trustee: Ronald D. Butler, II

Beneficiary: First Financial Bank, N.A.

(Affects Lot 18, Block 8)

72. Record a Release of Deed of Trust to secure a Note:

Dated: September 14, 2020

Recorded: September 18, 2020, in County Clerk's File No. D220237679 of the Official Public Records, Tarrant County, Texas.

Amount: \$224,000.00

Grantor: Celeste Marie Rondinaro, a single woman

Trustee: Michael Burns, Attorney at Law

Beneficiary: Sente Mortgage, Inc.

(Affects Lot 24, Block 7)

73. Record a Release of Deed of Trust to secure a Note:

Dated: September 17, 2020

Recorded: September 22, 2020, in County Clerk's File No. D220240869, of the Official Public Records, Tarrant County, Texas.

Amount: \$160,540.00

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

Grantor: David Coutts and Jenna Coutts, husband and wife  
Trustee: Mark Crawford  
Beneficiary: Simmons Bank

(Affects Lot 27, Block 5)

74. Record a Release of Vendor's Lien retained in Deed:

Grantor: Gloria Alliance LLC  
Grantee: Maria D. Vargas, a single woman  
Dated: September 30, 2020  
Recorded: October 01, 2020, in County Clerk's File No. D220251440, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: September 30, 2020  
Recorded: October 01, 2020, in County Clerk's File No. D220251441, of the Official Public Records, Tarrant County, Texas.  
Amount: \$266,000.00  
Grantor: Maria D. Vargas, a single woman  
Trustee: Thomas E. Black Jr.  
Beneficiary: Flagstar Bank, FSB

(Affects Lot 31, Block 7)

75. Record a Release of Vendor's Lien retained in Deed:

Grantor: Long Victory Development Corp.  
Grantee: Reem Riad Alkhatib, a single person  
Dated: November 05, 2020  
Recorded: November 11, 2020, in County Clerk's File No. D220295182, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: November 05, 2020  
Recorded: November 11, 2020, in County Clerk's File No. D220295183, of the Official Public Records, Tarrant County, Texas.  
Amount: \$231,830.00  
Grantor: Reem Riad Alkhatib, a single person  
Trustee: Robert K. Fowler  
Beneficiary: Wells Fargo Bank, N.A.

(Affects Lot 9, Block 7)

76. The Release recorded in County Clerk's File No. D223202365 of the Official Public Records of TARRANT County, Texas, purports to release the above Deed of Trust, however, Company requires satisfactory proof of full payment of the debt secured by said deed of trust prior to insuring the contemplated transaction.

77. Record a Release of Vendor's Lien retained in Deed:

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

Grantor: Justin Ross and spouse, Breanna Laurel

Grantee: John L. Rotundo, a married person

Dated: December 04, 2020

Recorded: December 07, 2020, in County Clerk's File No. D220320494, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: December 04, 2020

Recorded: December 07, 2020, in County Clerk's File No. D220320495, of the Official Public Records, Tarrant County, Texas.

Amount: \$200,000.00

Grantor: John L. Rotundo and Louisa M. Rotundo, husband and wife

Trustee: Don Harris, Beard & Harris, PC

Beneficiary: City First Mortgage Services, LLC

(Affects Lot 2, Block 6)

78. Record a Release of Vendor's Lien retained in Deed:

Grantor: Christopher Lee Javarone and spouse, Keshia Nichole Javarone

Grantee: Diane Turel Acarturk, a single woman

Dated: December 22, 2020

Recorded: December 23, 2020, in County Clerk's File No. D220338375, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: December 22, 2020

Recorded: December 23, 2020, in County Clerk's File No. D220338376, of the Official Public Records, Tarrant County, Texas.

Amount: \$188,250.00

Grantor: Diane Turel Acarturk, a single woman

Trustee: Allan B. Polunsky

Beneficiary: Highlands Residential Mortgage, Ltd

(Affects Lot 28, Block 5)

79. Record a Release of Vendor's Lien retained in Deed:

Grantor: Si Yang Real Estates, LLC

Grantee: Santos Gloria, an unmarried man

Dated: December 22, 2020

Recorded: December 23, 2020, in County Clerk's File No. D220339514, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: December 22, 2020

Recorded: December 23, 2020, in County Clerk's File No. D220339515, of the Official Public Records, Tarrant County, Texas.

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

Amount: \$269,300.00  
Grantor: Santos Gloria, an unmarried man  
Trustee: Scott R. Valby  
Beneficiary: Waterstone Mortgage Corporation

(Affects Lot 20, Block 8)

80. Record a Release of Vendor's Lien retained in Deed:

Grantor: Teng Kheng Khoo and Cheng Keow Kuan  
Grantee: Martin Tapia  
Dated: December 23, 2020  
Recorded: January 13, 2021, in County Clerk's File No. D221010778, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: December 23, 2020  
Recorded: January 13, 2021, in County Clerk's File No. D221010779, of the Official Public Records, Tarrant County, Texas.  
Amount: \$245,895.00  
Grantor: Martin Tapia and Sandra Tapia, husband and wife  
Trustee: Allan B. Polunsky  
Beneficiary: SecurityNational Mortgage Company

(Affects Lot 8, Block 8)

81. Record a Release of Deed of Trust to secure a Note:

Dated: January 19, 2021  
Recorded: January 27, 2021, in County Clerk's File No. D221022789 of the Official Public Records, Tarrant County, Texas.  
Amount: \$328,900.00  
Grantor: David A. Alvarado, a married man joined by his spouse, Amy Nicole Alvarado  
Trustee: Baxter & Schwartz P.C.  
Beneficiary: Nationstar Mortgage LLC D/B/A Mr. Cooper

(Affects Lot 13, Block 8)

82. Record a Release of Deed of Trust to secure a Note:

Dated: January 25, 2021  
Recorded: February 01, 2021, in County Clerk's File No. D221027358 of the Official Public Records, Tarrant County, Texas.  
Amount: \$195,500.00  
Grantor: Shakil Farishta and Kathryn R. Farishta, husband and wife  
Trustee: Ryan Colburn  
Beneficiary: Regions Bank d/b/a Regions Mortgage

(Affects Lot 20, Block 7)

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

83. Record a Release of Vendor's Lien retained in Deed:

Grantor: Golden Serene, LLC, a Texas LLC

Grantee: Alexis N. Beauchamp and husband, Robert C. Beauchamp, Jr.

Dated: February 19, 2021

Recorded: February 23, 2021, in County Clerk's File No. D221045238, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: February 19, 2021

Recorded: February 23, 2021, in County Clerk's File No. D221045239, of the Official Public Records, Tarrant County, Texas.

Amount: \$247,500.00

Grantor: Alexis N. Beauchamp and husband, Robert C. Beauchamp, Jr.

Trustee: Ronald D. Butler, II

Beneficiary: First Financial Bank, N.A.

(Affects Lot 23, Block 7)

84. Record a Release of Vendor's Lien retained in Deed:

Grantor: Anastacio Vazquez, an unmarried person

Grantee: Chelsea Overman and Xavier Lee Overman, wife and husband

Dated: February 12, 2021

Recorded: February 24, 2021, in County Clerk's File No. D221046168, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: February 12, 2021

Recorded: February 24, 2021, in County Clerk's File No. D221046169, of the Official Public Records, Tarrant County, Texas.

Amount: \$305,000.00

Grantor: Chelsea Overman and Xavier Lee Overman, wife and husband

Trustee: Chris Lagerblade

Beneficiary: LHM Financial Corporation

(Affects Lot 18, Block 6)

85. Record a Release of Home Equity Deed of Trust to secure a Note:

Dated: March 03, 2021

Recorded: March 26, 2021, in County Clerk's File No. D221082125, of the Official Public Records, Tarrant County, Texas.

Amount: \$161,000.00

Grantor: Abby E. Sensintaffar and Daniel P. Sensintaffar, wife and husband

Trustee: Thomas E. Black, Jr.

Beneficiary: LoanDepot.com, LLC

(Affects Lot 1, Block 8)

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

86. Record a Release of Deed of Trust to secure a Note:

Dated: May 10, 2021

Recorded: May 17, 2021, in County Clerk's File No. D221139674, of the Official Public Records, Tarrant County, Texas.

Amount: \$242,500.00

Grantor: Christopher Cody Lasater and Courtney Dawn Lasater, joint tenancy with right of survivorship

Trustee: Black, Mann & Graham, LLP

Beneficiary: Home Point Financial Corporation

(Affects Lot 11, Block 7)

87. Record a Release of Vendor's Lien retained in Deed:

Grantor: Luds Corporation

Grantee: Feleti Langi and Siale Langi

Dated: May 24, 2021

Recorded: June 01, 2021, in County Clerk's File No. D221154756, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: May 24, 2021

Recorded: June 01, 2021, in County Clerk's File No. D221154757, of the Official Public Records, Tarrant County, Texas.

Amount: \$294,566.00

Grantor: Feleti Langi and wife, Losana Langi, and Siale Langi, an unmarried man

Trustee: Gregory S. Graham

Beneficiary: Paramount Residential Mortgage Group, Inc.

(Affects Lot 10, Block 7)

88. Record a Release of Deed of Trust to secure a Note:

Dated: May 06, 2021

Recorded: June 08, 2021, in County Clerk's File No. D221164013, of the Official Public Records, Tarrant County, Texas.

Amount: \$468,962,000.00

Grantor: Progress Residential Borrower 16, LLC, a Delaware limited liability company

Trustee: Chicago Title Insurance Company

Beneficiary: Bank of America, National Association

(Affects Lot 3, Block 7, and other properties)

Said Note and Deed of Trust assigned to Wilmington Trust, National Association, as Trustee, in trust for the registered holders of the Progress Residential 2021-SFR4 Single-Family Rental Pass-Through Certificates by Assignment:

Dated: May 06, 2021

Recorded: June 09, 2021 in County Clerk's File No. D221164342, of the Official Public records, of Tarrant

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

County, Texas.

89. Record a Release of Vendor's Lien retained in Deed:

Grantor: Larry L. Swindler and wife, Jenny Duncley

Grantee: William Naworski, an unmarried man

Dated: June 09, 2021

Recorded: June 11, 2021, in County Clerk's File No. D221168066, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: June 09, 2021

Recorded: June 11, 2021, in County Clerk's File No. D221168067, of the Official Public Records, Tarrant County, Texas.

Amount: \$224,800.00

Grantor: William Naworski, an unmarried man

Trustee: Thomas E. Black Jr.

Beneficiary: United American Mortgage Corporation

(Affects Lot 16, Block 5)

90. Record a Release of Vendor's Lien retained in Deed:

Grantor: Kelvin L. Miller and Tatjana Divuljski-Miller

Grantee: Elizabeth Thomas, and Eric Thomas, wife and husband

Dated: July 12, 2021

Recorded: July 22, 2021, in County Clerk's File No. D221211177, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: July 06, 2021

Recorded: July 22, 2021, in County Clerk's File No. D221211178, of the Official Public Records, Tarrant County, Texas.

Amount: \$280,000.00

Grantor: Elizabeth Thomas, and Eric Thomas, wife and husband

Trustee: Scott R. Valby

Beneficiary: Mortgage Research Center, LLC dba Veterans United Home Loans

(Affects Lot 22, Block 7)

91. Record a Release of Deed of Trust to secure a Note:

Dated: July 26, 2021

Recorded: July 30, 2021, in County Clerk's File No. D221219808 of the Official Public Records, Tarrant County, Texas.

Amount: \$188,000.00

Grantor: Tiffany Renee Burris, an unmarried woman

Trustee: Allan B. Polunsky

Beneficiary: AmeriDream Mortgage Group, LLC

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)



## SCHEDULE C

(Continued)

(Affects Lot 2, Block 7)

92. Record a Release of Vendor's Lien retained in Deed:

Grantor: Greenery Development Corp

Grantee: Allen Estrela Goncalves Jr. and Lyndsey Ann Lane, husband and wife

Dated: August 02, 2021

Recorded: August 03, 2021, in County Clerk's File No. D221222651, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: August 02, 2021

Recorded: August 03, 2021, in County Clerk's File No. D221222652, of the Official Public Records, Tarrant County, Texas.

Amount: \$319,113.00

Grantor: Allen Estrela Goncalves Jr. and Lyndsey Ann Lane, husband and wife

Trustee: Michael Burns, Attorney at Law

Beneficiary: Ark-La-Tex Financial Services, LLC dba Benchmark Mortgage

(Affects Lot 19, Block 7)

93. Record a Release of Deed of Trust to secure a Note:

Dated: August 02, 2021

Recorded: August 03, 2021, in County Clerk's File No. D221222653, of the Official Public Records, Tarrant County, Texas.

Amount: \$9,573.00

Grantor: Allen Estrela Goncalves Jr. and Lyndsey Ann Lane

Trustee: David Long

Beneficiary: Texas State Affordable Housing Corporation

(Affects Lot 19, Block 7)

94. Record a Release of Deed of Trust to secure a Note:

Dated: August 13, 2021

Recorded: August 16, 2021, in County Clerk's File No. D221235240, of the Official Public Records, Tarrant County, Texas.

Amount: \$262,275.00

Grantor: Jose Zarate and Angelica Zarate, husband and wife

Trustee: J. David Motley and/or F. Allen Maulsby

Beneficiary: Colonial National Mortgage, a division of Colonial Savings, F.A.

(Affects Lot 10, Block 8)

95. Record a Release of Deed of Trust to secure a Note:

Dated: July 16, 2021

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

Recorded: August 16, 2021, in County Clerk's File No. D221236248, of the Official Public Records, Tarrant County, Texas.

Amount: \$36,323.34

Grantor: Barrett Haack and Dehanna Haack

Trustee: Barrett Daffin Frappier Turner & Engle, LLP

Beneficiary: Secretary of Housing and Urban Development

(Affects Lot 16, Block 7)

96. Record a Release of Deed of Trust to secure a Note:

Dated: September 29, 2021

Recorded: October 04, 2021, in County Clerk's File No. D221289795, of the Official Public Records, Tarrant County, Texas.

Amount: \$185,200.00

Grantor: Ryan J. Crews and Tiffany N. Crews, husband and wife

Trustee: Allan B. Polunsky

Beneficiary: JPMorgan Chase Bank, N.A.

(Affects Lot 11, Block 8)

97. Record a Release of Deed of Trust to secure a Note:

Dated: October 13, 2021

Recorded: October 18, 2021, in County Clerk's File No. D221303740, of the Official Public Records, Tarrant County, Texas.

Amount: \$251,000.00

Grantor: Deborah E. Smith and Ronald W. Smith Jr., a married couple

Trustee: Brett M. Shanks

Beneficiary: Mortgage Financial Services, LLC

(Affects Lot 13, Block 7)

98. Record a Release of Deed of Trust to secure a Note:

Dated: November 12, 2021

Recorded: November 16, 2021, in County Clerk's File No. D221335918, of the Official Public Records, Tarrant County, Texas.

Amount: \$213,000.00

Grantor: Subrata Acharya, who acquired title as Subrata Kumar Acharya and Anuradha Sathapathi, husband and wife

Trustee: Brett M. Shank

Beneficiary: AAXY, LLC DBA Austin First Mortgage

(Affects Lot 17, Block 7)

99. Record a Release of Deed of Trust to secure a Note:

Dated: November 19, 2021

Recorded: December 08, 2021, in County Clerk's File No. D221358342, of the Official Public Records, Tarrant

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

County, Texas.

Amount: \$307,800.00

Grantor: Ronald L. Alexander and Candace M. Alexander, husband and wife

Trustee: Thomas E. Black, Jr.

Beneficiary: HomeBridge Financial Services, Inc.

(Affects Lot 12, Block 6)

100. Record a Release of Deed of Trust to secure a Note:

Dated: November 24, 2021

Recorded: December 23, 2021, in County Clerk's File No. D221374681, of the Official Public Records, Tarrant County, Texas.

Amount: \$204,700.00

Grantor: Jason M. Carey and Jennifer G. Carey, husband and wife

Trustee: Chris Peirson

Beneficiary: Newrez LLC D/B/A Newrez Mortgage

(Affects Lot 17, Block 6)

101. Record a Release of Deed of Trust to secure a Note:

Dated: December 16, 2021

Recorded: December 28, 2021, in County Clerk's File No. D221374901, of the Official Public Records, Tarrant County, Texas.

Amount: \$234,050.00

Grantor: Hollis Warr III and Emily Warr, husband and wife

Trustee: Scott R. Valby

Beneficiary: Petra Home Lending, a Texas corporation

(Affects Lot 4, Block 8)

102. Record a Release of Deed of Trust to secure a Note:

Dated: December 02, 2021

Recorded: January 20, 2022, in County Clerk's File No. D222017469, of the Official Public Records, Tarrant County, Texas.

Amount: \$22,376.73

Grantor: Hamdija Ibisevic and Rijalda Ibisevic

Trustee: Marinosci Law Group P.C.

Beneficiary: Secretary of Housing and Urban Development

(Affects Lot 25, Block 7)

103. Record a Release of Vendor's Lien retained in Deed:

Grantor: Wakyojapan, LLC, a Texas limited liability company

Grantee: Robert Neeley

Dated: January 14, 2022, to be effective on July 14, 2021

Recorded: January 20, 2022, in County Clerk's File No. D222017888, of the Official Public Records, Tarrant

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

County, Texas.

Additionally Secured by Deed of Trust:

Dated: January 14, 2022

Recorded: January 20, 2022, in County Clerk's File No. D222017889, of the Official Public Records, Tarrant County, Texas.

Amount: \$264,993.00

Grantor: Robert Neeley, a single man

Trustee: Allan B. Polunsky

Beneficiary: Strong Home Mortgage, LLC

(Affects Lot 7, Block 6)

104. Financing Statement:

Debtor: Richard Chelvan

Secured Party: NBT Bank, NA

Recorded: February 02, 2022 in County Clerk's File No. D222031460, of the Official Public records, of Tarrant County, Texas.

105. Record a Release of Deed of Trust to secure a Note:

Dated: January 28, 2022

Recorded: February 07, 2022, in County Clerk's File No. D222033611, of the Official Public Records, Tarrant County, Texas.

Amount: \$228,921.00

Grantor: Kevin Parker and Donna Parker, husband and wife

Trustee: Black, Mann & Graham, L.L.P.

Beneficiary: Freedom Mortgage Corporation

(Affects Lot 13, Block 5)

106. Record a Release of Vendor's Lien retained in Deed:

Grantor: Lead Real Estate Global Co., Ltd., a Texas corporation formerly Lead Real Estate Dallas, LLC, a Texas limited liability company

Grantee: Michael John Baucum, a single person

Dated: February 10, 2022

Recorded: February 15, 2022, in County Clerk's File No. D222041685, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: February 10, 2022

Recorded: February 15, 2022, in County Clerk's File No. D222041686, of the Official Public Records, Tarrant County, Texas.

Amount: \$324,000.00

Grantor: Michael John Baucum, a single person

Trustee: Scott Everett

Beneficiary: Everett Financial, Inc. dba Supreme Lending

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

(Affects Lot 4, Block 6)

107. Record a Release of Deed of Trust to secure a Note:

Dated: January 11, 2022

Recorded: February 23, 2022, in County Clerk's File No. D222048293 of the Official Public Records, Tarrant County, Texas.

Amount: \$69,699.95

Grantor: Jessie Fuentes and Jesabel Fuentes

Trustee: Barrett Daffin Frappler Turner & Engle, LLP

Beneficiary: Secretary of Housing and Urban Development

(Affects Lot 5, Block 7)

108. Record a Release of Vendor's Lien retained in Deed:

Grantor: John Conner Nichols III and Emily Wilson Nichols, husband and wife

Grantee: Vivek Bhupatid, an unmarried man and Sai Krishna Vudepu, an unmarried man

Dated: March 10, 2022

Recorded: March 14, 2022, in County Clerk's File No. D222067181, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: March 10, 2022

Recorded: March 14, 2022, in County Clerk's File No. D222067182, of the Official Public Records, Tarrant County, Texas.

Amount: \$332,500.00

Grantor: Vivek Bhupati, an unmarried man and Sai Krishna Vudepu, an unmarried man

Trustee: Thomas E Black, Jr.

Beneficiary: Caliber Home Loans, Inc.

(Affects Lot 1, Block 7)

109. Record a Release of Deed of Trust to secure a Note:

Dated: March 23, 2022

Recorded: April 18, 2022, in County Clerk's File No. D222099008, of the Official Public Records, Tarrant County, Texas.

Amount: \$40,673.81

Grantor: Barrett Haack and Dehanna Haack

Trustee: Barrett Daffin Frappler Turner & Engle, LLP

Beneficiary: Secretary of Housing and Urban Development

(Affects Lot 16, Block 7)

110. Record a Release of Vendor's Lien retained in Deed:

Grantor: John A. Balfour and Autumn T. Balfour, husband and wife

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

Grantee: Joaquin Leonardo Diaz, Jr. and Iris Dominguez, husband and wife

Dated: May 06, 2022

Recorded: May 16, 2022, in County Clerk's File No. D222126224, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: May 06, 2022

Recorded: May 16, 2022, in County Clerk's File No. D222126225, of the Official Public Records, Tarrant County, Texas.

Amount: \$348,650.00

Grantor: Joaquin Leonardo Diaz, Jr. and Iris Dominguez, husband and wife

Trustee: Scott Everett

Beneficiary: Everett Financial, Inc. dba Supreme Lending

(Affects Lot 26, Block 5)

111. Record a Release of Deed of Trust to secure a Note:

Dated: June 03, 2022

Recorded: June 13, 2022, in County Clerk's File No. D222149901, of the Official Public Records, Tarrant County, Texas.

Amount: \$As stated therein

Grantor: Bradley J. Hancock and Samantha Hancock

Trustee: Dan J. Guarino

Beneficiary: Frost Bank

(Affects Lot 7, Block 7)

112. Record a Release of Vendor's Lien retained in Deed:

Grantor: Caleb O. Terrell III

Grantee: RBW Homes, LLC, a Texas limited liability company

Dated: June 13, 2022

Recorded: June 17, 2022, in County Clerk's File No. D222155277, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: June 03, 2022

Recorded: June 17, 2022, in County Clerk's File No. D222155278, of the Official Public Records, Tarrant County, Texas.

Amount: \$280,000.00

Grantor: RBW Homes, LLC, a Texas limited liability company

Trustee: Moses, Palmer & Howell, L.L.P.

Beneficiary: PAJ Enterprises, LLC, a Foreign limited liability company dba PAJ Fund I, LLC

(Affects Lot 22, Block 6)

113. Record a Release of Deed of Trust to secure a Note:

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

Dated: July 07, 2022

Recorded: July 08, 2022, in County Clerk's File No. D222173136, of the Official Public Records, Tarrant County, Texas.

Amount: \$379,044,000.00

Grantor: SFR JV-2 2022-2 Borrower LLC, a Delaware limited liability company

Trustee: M'Liss Rinaldi

Beneficiary: German American Capital Corporation, a Maryland Corporation

(Affects Lot 4, Block 7, and other properties)

Said Note and Deed of Trust assigned to Wilmington Trust, National Association, as Trustee, in trust for the registered holders of Tricon Residential 2022-SFR2 Single-Family Rental Pass-Through Certificates by Assignment:

Dated: July 07, 2022

Recorded: July 08, 2022 in County Clerk's File No. D222173137, of the Official Public records, of Tarrant County, Texas.

114. Record a Release of Home Equity Deed of Trust to secure a Note:

Dated: July 21, 2022

Recorded: July 26, 2022, in County Clerk's File No. D222186632, of the Official Public Records, Tarrant County, Texas.

Amount: \$290,400.00

Grantor: Ryan Hale and Taranee Hale, husband and wife

Trustee: Estella Gutierrez

Beneficiary: Rocket Mortgage, LLC, FKA Quicken Loans, LLC

(Affects Lot 18, Block 7)

115. Record a Release of Vendor's Lien retained in Deed:

Grantor: Offerpad SPE Borrower A, LLC, a Delaware limited liability company

Grantee: Tony Felix Pallanez and Emilia Claudia Pallanez, a married couple

Dated: July 28, 2022, effective on July 26, 2022

Recorded: July 28, 2022, in County Clerk's File No. D222189491, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: July 26, 2022

Recorded: July 28, 2022, in County Clerk's File No. D222189492, of the Official Public Records, Tarrant County, Texas.

Amount: \$342,147.00

Grantor: Tony Felix Pallanez and Emilia Claudia Pallanez, husband and wife

Trustee: Thomas E. Black, Jr.

Beneficiary: Cardinal Financial Company, Limited Partnership

(Affects Lot 20, Block 6)

116. Record a Release of Vendor's Lien retained in Deed:

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

Grantor: Christian Orozco and Sofia Mayra Torres

Grantee: Christina Cobble and Larry Paul Cobble

Dated: August 04, 2022

Recorded: August 05, 2022, in County Clerk's File No. D222196694, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: August 04, 2022

Recorded: August 05, 2022, in County Clerk's File No. D222196695, of the Official Public Records, Tarrant County, Texas.

Amount: \$280,000.00

Grantor: Christina Cobble and Larry Paul Cobble, wife and husband

Trustee: Scott Everett

Beneficiary: Everett Financial, Inc. dba Supreme Lending

(Affects Lot 10, Block 6)

Said Note and Deed of Trust assigned to Truist Bank by Assignment:

Dated: August 16, 2023

Recorded: August 16, 2023 in County Clerk's File No. D223147498, of the Official Public records, of Tarrant County, Texas.

Said Note and Deed of Trust assigned to Select Portfolio Servicing, Inc. by Assignment:

Dated: April 17, 2024

Recorded: April 18, 2024 in County Clerk's File No. D224066887, of the Official Public records, of Tarrant County, Texas.

117. Record a Release of Vendor's Lien retained in Deed:

Grantor: Erin E. Chasteen and Jaci D. Chasteen, a married couple

Grantee: Siddhartha Dosapati, a married person

Dated: August 24, 2022

Recorded: August 25, 2022, in County Clerk's File No. D222211708, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: August 24, 2022

Recorded: August 25, 2022, in County Clerk's File No. D222211709, of the Official Public Records, Tarrant County, Texas.

Amount: \$532,000.00

Grantor: Siddhartha Dosapati and Deepika Bommena, husband and wife

Trustee: Robert K. Fowler

Beneficiary: Wells Fargo Bank, N.A.

(Affects Lot 14, Block 6)

118. Financing Statement:

Debtor: Siddhartha Dosapati

Secured Party: Solar Mosaic LLC

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)



## SCHEDULE C

(Continued)

Recorded: October 06, 2022 in County Clerk's File No. D222243189, of the Official Public records, of Tarrant County, Texas.

119. Record a Release of Vendor's Lien retained in Deed:

Grantor: RBW Homes, LLC, a Texas limited liability company

Grantee: John A. Hutchison and Samantha L. Hutchison, husband and wife

Dated: October 31, 2022

Recorded: November 01, 2022, in County Clerk's File No. D222260609, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: October 31, 2022

Recorded: November 01, 2022, in County Clerk's File No. D222260610, of the Official Public Records, Tarrant County, Texas.

Amount: \$375,750.00

Grantor: John A. Hutchison and Samantha L. Hutchison, husband and wife

Trustee: David L. Ricker

Beneficiary: Pentagon Federal Credit Union

(Affects Lot 22, Block 6)

120. Record a Release of Vendor's Lien retained in Deed:

Grantor: Christine Schumacher, being one and the same person as Christine A. Hanson and Christine Anne Hanson and spouse, Richard Schumacher

Grantee: Joseph Schimmel and wife, Danica Schimmel

Dated: November 18, 2022

Recorded: November 21, 2022, in County Clerk's File No. D222273039, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: November 18, 2022

Recorded: November 21, 2022, in County Clerk's File No. D222273040, of the Official Public Records, Tarrant County, Texas.

Amount: \$334,400.00

Grantor: Joseph Schimmel and wife, Danica Schimmel

Trustee: Thomas E. Black, Jr.

Beneficiary: Impac Mortgage Corp.

(Affects Lot 34, Block 5)

121. Record a Release of Vendor's Lien retained in Deed:

Grantor: Opendoor Property Trust I, a Delaware statutory trust

Grantee: Gentry Tyler Weatherhead and Kenley Lynn Burkett, husband and wife

Dated: November 22, 2022

Recorded: December 06, 2022, in County Clerk's File No. D222281703, of the Official Public Records, Tarrant County, Texas.

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

Additionally Secured by Deed of Trust:

Dated: November 22, 2022

Recorded: December 06, 2022, in County Clerk's File No. D222281704, of the Official Public Records, Tarrant County, Texas.

Amount: \$382,180.00

Grantor: Gentry Tyler Weatheread and Kenley Lynn Burkett, husband and wife

Trustee: Allan B. Polunsky

Beneficiary: Guaranteed Rate, Inc.

(Affects Lot 36, Block 5)

122. Record a Release of Home Equity Deed of Trust to secure a Note:

Dated: December 14, 2022

Recorded: December 19, 2022, in County Clerk's File No. D222290468, of the Official Public Records, Tarrant County, Texas.

Amount: \$294,000.00

Grantor: Steven Terrell and Portia D. Terrell, husband and wife

Trustee: Thomas E. Black, Jr.

Beneficiary: EECU

(Affects Lot 15, Block 5)

123. Financing Statement:

Debtor: Brendan Redwine

Secured Party: Sunnova SLA Management LLC

Recorded: April 03, 2023 in County Clerk's File No. D223055146, of the Official Public records, of Tarrant County, Texas.

124. Record a Release of Vendor's Lien retained in Deed:

Grantor: Lark Food Services, Inc., a Texas corporation

Grantee: Hector I. Herrera, an unmarried man, and Lizette Cereceres, an unmarried woman

Dated: May 05, 2023

Recorded: May 08, 2023, in County Clerk's File No. D223078139, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: May 05, 2023

Recorded: May 08, 2023, in County Clerk's File No. D223078140, of the Official Public Records, Tarrant County, Texas.

Amount: \$353,479.00

Grantor: Hector I. Herrera, an unmarried man, and Lizette Cereceres, an unmarried woman

Trustee: Thomas E. Black, Jr.

Beneficiary: Cardinal Financial Company, Limited Partnership

(Affects Lot 12, Block 7)

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

125. Record a Release of Deed of Trust to secure a Note:

Dated: July 11, 2023

Recorded: July 12, 2023, in County Clerk's File No. D223123184, of the Official Public Records, Tarrant County, Texas.

Amount: \$452,610,000.00

Grantor: SFR JV-2 2023-1 Borrower LLC, a Delaware limited liability company

Trustee: Estella Gutierrez

Beneficiary: Morgan Stanley Mortgage Capital Holdings LLC, a New York limited liability company

(Affects Lot 30, Block 5, and other properties)

Said Note and Deed of Trust assigned to Wilmington Trust, National Association, as Trustee, in trust for the registered holders of Tricon Residential 2023-SFR1 Single-Family Rental Pass-Through Certificates by Assignment:

Dated: July 11, 2023

Recorded: July 12, 2023 in County Clerk's File No. D223123185, of the Official Public records, of Tarrant County, Texas.

126. Record a Release of Deed of Trust to secure a Note:

Dated: August 04, 2023

Recorded: August 22, 2023, in County Clerk's File No. D223150759, of the Official Public Records, Tarrant County, Texas.

Amount: \$9,012.95

Grantor: Jessie Fuentes and Jesabel Fuentes

Trustee: undisclosed

Beneficiary: Secretary of Housing and Urban Development

(Affects Lot 5, Block 7)

127. Record a Release of Vendor's Lien retained in Deed:

Grantor: Adam Feldkamp and Rachel Feldkamp, a married couple

Grantee: Chad Kornegay and Jennifer Kornegay, a married couple

Dated: August 25, 2023

Recorded: August 25, 2023, in County Clerk's File No. D223154036, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: August 25, 2023

Recorded: August 25, 2023, in County Clerk's File No. D223154037, of the Official Public Records, Tarrant County, Texas.

Amount: \$360,000.00

Grantor: Chad Kornegay and Jennifer Kornegay, a married couple

Trustee: Estella Gutierrez

Beneficiary: Rocket Mortgage, LLC

(Affects Lot 21, Block 7)

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

128. Record a Release of Vendor's Lien retained in Deed:

Grantor: Willie E. Williamson, JR. and Walter A. McGovern

Grantee: Sergio Marquez and Lisa Marquez, husband and wife

Dated: November 03, 2023

Recorded: November 07, 2023, in County Clerk's File No. D223199874, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: November 06, 2023

Recorded: November 07, 2023, in County Clerk's File No. D223199875, of the Official Public Records, Tarrant County, Texas.

Amount: \$270,000.00

Grantor: Sergio Marquez and Lisa Marquez, husband and wife

Trustee: Black, Mann & Graham, LLP

Beneficiary: Cardinal Financial Company, Limited Partnership

(Affects Lot 14, Block 5)

129. Record a Release of Vendor's Lien retained in Deed:

Grantor: Opendoor Property Trust I, a Delaware statutory trust

Grantee: Mark David Svihel and Susan Svihel, husband and wife

Dated: November 07, 2023

Recorded: November 08, 2023, in County Clerk's File No. D223200948, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: November 07, 2023

Recorded: November 08, 2023, in County Clerk's File No. D223200949, of the Official Public Records, Tarrant County, Texas.

Amount: \$328,000.00

Grantor: Mark David Svihel and Susan Svihel, husband and wife

Trustee: Eric Pointer

Beneficiary: Credit Union of Texas

(Affects Lot 1, Block 6)

130. Record a Release of Vendor's Lien retained in Deed:

Grantor: Gwendolyn Washington and Eli Williams Sr.

Grantee: Xavier Lee Overman, a married man and Chelsea Overman, his wife

Dated: November 09, 2023

Recorded: November 10, 2023, in County Clerk's File No. D223202604, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

Dated: November 09, 2023

Recorded: November 10, 2023, in County Clerk's File No. D223202605, of the Official Public Records, Tarrant County, Texas.

Amount: \$349,900.00

Grantor: Xavier Lee Overman, a married man and Chelsea Overman, his wife

Trustee: Chris Peirson

Beneficiary: Guild Mortgage Company LLC

(Affects Lot 21, Block 5)

131. Financing Statement:

Debtor: Hector Herrera

Secured Party: First Financial Bank, NA

Recorded: January 10, 2024 in County Clerk's File No. D224005191, of the Official Public records, of Tarrant County, Texas.

132. Record a Release of Deed of Trust to secure a Note:

Dated: February 27, 2024

Recorded: March 04, 2024, in County Clerk's File No. D224036930, of the Official Public Records, Tarrant County, Texas.

Amount: \$578,800.00

Grantor: Wassim Dunbar

Trustee: Robertson Anschutz Vettors, LLC

Beneficiary: Lend-A-Loan LLC

(Affects Lot 4R, Block 1)

133. Record a Release of Vendor's Lien retained in Deed:

Grantor: Ryan J. Crews and Tiffany N. Crews, husband and wife

Grantee: Jeanette A. Lilivois, an unmarried woman

Dated: April 29, 2024

Recorded: April 29, 2024, in County Clerk's File No. D224073403, of the Official Public Records, Tarrant County, Texas.

Additionally Secured by Deed of Trust:

Dated: April 29, 2024

Recorded: April 29, 2024, in County Clerk's File No. D224073404, of the Official Public Records, Tarrant County, Texas.

Amount: \$283,992.00

Grantor: Jeanette A. Lilivois, an unmarried woman

Trustee: Allan B. Polunsky

Beneficiary: LoanDepot.com, LLC

(Affects Lot 11, Block 8)

134. Record a Release of Deed of Trust to secure a Note:

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

Dated: April 29, 2024

Recorded: May 03, 2024, in County Clerk's File No. D224077133, of the Official Public Records, Tarrant County, Texas.

Amount: \$30,000.00

Grantor: Brandon D. Heine and Katherine E. Heine

Trustee: Justin B. Hooper

Beneficiary: First Financial Bank

(Affects Lot 17, Block 8)

135. Record a Release of Lien by the City of Fort Worth:

Dated: July 15, 2019

Recorded: July 25, 2019 in County Clerk's File No. D219162003, of the Official Public records, of Tarrant County, Texas.

Amount: \$225.00 (Affects Lot 31, Block 7)

136. Record a Release of Lien by the City of Fort Worth:

Dated: July 15, 2019

Recorded: July 25, 2019 in County Clerk's File No. D219162008, of the Official Public records, of Tarrant County, Texas.

Amount: \$225.00 (Affects Lot 17, Block 8)

137. Record a Release of Lien by the City of Fort Worth:

Dated: July 15, 2019

Recorded: July 25, 2019 in County Clerk's File No. D219162009, of the Official Public records, of Tarrant County, Texas.

Amount: \$225.00 (Affects Lot 20, Block 8)

138. Record a Release of Lien by the City of Fort Worth:

Dated: August 20, 2019

Recorded: August 22, 2019 in County Clerk's File No. D219189203, of the Official Public records, of Tarrant County, Texas.

Amount: \$262.00 (Affects Lot 17, Block 8)

139. Record a Release of Lien by the City of Fort Worth:

Dated: August 20, 2019

Recorded: August 22, 2019 in County Clerk's File No. D219189211, of the Official Public records, of Tarrant County, Texas.

Amount: \$262.00 (Affects Lot 20, Block 8)

140. Record a Release of Lien by the City of Fort Worth:

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

Dated: August 20, 2019

Recorded: August 22, 2019 in County Clerk's File No. D219189213, of the Official Public records, of Tarrant County, Texas.

Amount: \$262.00 (Affects Lot 31, Block 7)

141. Record a Release of Lien by the City of Fort Worth:

Dated: August 05, 2019

Recorded: August 23, 2019 in County Clerk's File No. D219189372, of the Official Public records, of Tarrant County, Texas.

Amount: \$225.00 (Affects Lot 9, Block 7)

142. Record a Release of Lien by the City of Fort Worth:

Dated: August 05, 2019

Recorded: August 23, 2019 in County Clerk's File No. D219189373, of the Official Public records, of Tarrant County, Texas.

Amount: \$225.00 (Affects Lot 12, Block 8)

143. Record a Release of Lien by the City of Fort Worth:

Dated: August 29, 2019

Recorded: October 10, 2019 in County Clerk's File No. D219232020, of the Official Public records, of Tarrant County, Texas.

Amount: \$262.00 (Affects Lot 19, Block 7)

144. Record a Release of Lien by the City of Fort Worth:

Dated: August 29, 2019

Recorded: October 10, 2019 in County Clerk's File No. D219232025, of the Official Public records, of Tarrant County, Texas.

Amount: \$262.00 (Affects Lot 27, Block 7)

145. Record a Release of Lien by the City of Fort Worth:

Dated: September 06, 2019

Recorded: October 10, 2019 in County Clerk's File No. D219232084, of the Official Public records, of Tarrant County, Texas.

Amount: \$262.00 (Affects Lot 9, Block 7)

146. Record a Release of Lien by the City of Fort Worth:

Dated: September 06, 2019

Recorded: October 10, 2019 in County Clerk's File No. D219232085, of the Official Public records, of Tarrant County, Texas.

Amount: \$262.00 (Affects Lot 12, Block 8)

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## **SCHEDULE C**

(Continued)

147. Record a Release of Lien by the City of Fort Worth:

Dated: November 08, 2019

Recorded: November 26, 2019 in County Clerk's File No. D219273143, of the Official Public records, of Tarrant County, Texas.

Amount: \$262.00 (Affects Lot 12, Block 8)

148. Record a Release of Lien by the City of Fort Worth:

Dated: November 08, 2019

Recorded: November 26, 2019 in County Clerk's File No. D219273145, of the Official Public records, of Tarrant County, Texas.

Amount: \$262.00 (Affects Lot 31, Block 7)

149. Record a Release of Lien by the City of Fort Worth:

Dated: November 08, 2019

Recorded: November 26, 2019 in County Clerk's File No. D219273146, of the Official Public records, of Tarrant County, Texas.

Amount: \$262.00 (Affects Lot 17, Block 8)

150. Record a Release of Lien by the City of Fort Worth:

Dated: November 08, 2019

Recorded: November 26, 2019 in County Clerk's File No. D219273626, of the Official Public records, of Tarrant County, Texas.

Amount: \$262.00 (Affects Lot 19, Block 7)

151. Record a Release of Lien by the City of Fort Worth:

Dated: November 08, 2019

Recorded: November 26, 2019 in County Clerk's File No. D219273628, of the Official Public records, of Tarrant County, Texas.

Amount: \$262.00 (Affects Lot 20, Block 8)

152. Record a Release of Lien by the City of Fort Worth:

Dated: December 13, 2019

Recorded: December 30, 2019 in County Clerk's File No. D219298326, of the Official Public records, of Tarrant County, Texas.

Amount: \$267.00 (Affects Lot 5R, Block 1)

153. Record a Release of Lien by the City of Fort Worth:

Dated: December 13, 2019

Recorded: December 30, 2019 in County Clerk's File No. D219298327, of the Official Public records, of Tarrant County, Texas.

Amount: \$262.00 (Affects Lot 17, Block 8)

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)



## **SCHEDULE C**

(Continued)

154. Record a Release of Lien by the City of Fort Worth:

Dated: December 13, 2019

Recorded: December 30, 2019 in County Clerk's File No. D219298330, of the Official Public records, of Tarrant County, Texas.

Amount: \$267.00 (Affects Lot 6R, Block 1)

155. Record a Release of Lien by the City of Fort Worth:

Dated: December 13, 2019

Recorded: December 30, 2019 in County Clerk's File No. D219298331, of the Official Public records, of Tarrant County, Texas.

Amount: \$262.00 (Affects Lot 12, Block 8)

156. Record a Release of Lien by the City of Fort Worth:

Dated: December 13, 2019

Recorded: December 30, 2019 in County Clerk's File No. D219298333, of the Official Public records, of Tarrant County, Texas.

Amount: \$262.00 (Affects Lot 2R, Block 1)

157. Record a Release of Lien by the City of Fort Worth:

Dated: December 13, 2019

Recorded: December 30, 2019 in County Clerk's File No. D219298334, of the Official Public records, of Tarrant County, Texas.

Amount: \$262.00 (Affects Lot 31, Block 7)

158. Record a Release of Lien by the City of Fort Worth:

Dated: December 13, 2019

Recorded: December 30, 2019 in County Clerk's File No. D219298335, of the Official Public records, of Tarrant County, Texas.

Amount: \$262.00 (Affects Lot 19, Block 7)

159. Record a Release of Lien by the City of Fort Worth:

Dated: December 13, 2019

Recorded: December 30, 2019 in County Clerk's File No. D219298337, of the Official Public records, of Tarrant County, Texas.

Amount: \$262.00 (Affects Lot 3R, Block 1)

160. Record a Release of Lien by the City of Fort Worth:

Dated: December 13, 2019

Recorded: December 30, 2019 in County Clerk's File No. D219298345, of the Official Public records, of Tarrant

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

County, Texas.

Amount: \$267.00 (Affects Lot 11X, Block 1)

161. Record a Release of Lien by the City of Fort Worth:

Dated: December 13, 2019

Recorded: December 30, 2019 in County Clerk's File No. D219298346, of the Official Public records, of Tarrant County, Texas.

Amount: \$262.00 (Affects Lot 9, Block 7)

162. Record a Release of Lien by the City of Fort Worth:

Dated: December 13, 2019

Recorded: December 30, 2019 in County Clerk's File No. D219298348, of the Official Public records, of Tarrant County, Texas.

Amount: \$262.00 (Affects Lot 9X, Block 1)

163. Record a Release of Lien by the City of Fort Worth:

Dated: August 14, 2020

Recorded: September 14, 2020 in County Clerk's File No. D220231051, of the Official Public records, of Tarrant County, Texas.

Amount: \$262.00 (Affects Lot 9X, Block 1)

164. Record a Release of Lien by the City of Fort Worth:

Dated: August 14, 2020

Recorded: September 14, 2020 in County Clerk's File No. D220231367, of the Official Public records, of Tarrant County, Texas.

Amount: \$267.00 (Affects Lot 6R, Block 1)

165. Record a Release of Lien by the City of Fort Worth:

Dated: August 14, 2020

Recorded: September 14, 2020 in County Clerk's File No. D220231369, of the Official Public records, of Tarrant County, Texas.

Amount: \$267.00 (Affects Lot 5R, Block 1)

166. Record a Release of Lien by the City of Fort Worth:

Dated: August 14, 2020

Recorded: September 14, 2020 in County Clerk's File No. D220231370, of the Official Public records, of Tarrant County, Texas.

Amount: \$267.00 (Affects Lot 11X, Block 1)

167. Record a Release of Lien by the City of Fort Worth:

Dated: August 14, 2020

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

Recorded: September 14, 2020 in County Clerk's File No. D220231371, of the Official Public records, of Tarrant County, Texas.

Amount: \$262.00 (Affects Lot 3R, Block 1)

168. Record a Release of Abstract of Judgment or provide satisfactory proof that the party(ies) named in the following document is not our party:

Recorded: November 12, 2020 in County Clerk's File No. D220296281 and also recorded in County Clerk's File No(s). D221108742, D221108743, D221108744, D221108745, D221108746, D221108747, D221109554, D221109555, D221109556, D221109557 and D221119772, of the Official Public records, of Tarrant County, Texas.

Plaintiff: Global Forest, LLC and Forest Funding, LLC

Defendant: Windridge A2A Developments, LLC, et al.

Cause No.: 017-307091-19

Amount: \$3,844,256.50, together with interest and fees.

169. Record a Release of Lien by the City of Fort Worth:

Dated: September 25, 2020

Recorded: December 29, 2020 in County Clerk's File No. D220341626, of the Official Public records, of Tarrant County, Texas.

Amount: \$267.00 (Affects Lot 16, Block 6)

170. Record a Release of Lien by the City of Fort Worth:

Dated: March 10, 2021

Recorded: March 31, 2021 in County Clerk's File No. D221087784, of the Official Public records, of Tarrant County, Texas.

Amount: \$268.00 (Affects Lot 16X, Block 1)

171. Record a Release of Lien by the City of Fort Worth:

Dated: March 08, 2021

Recorded: March 31, 2021 in County Clerk's File No. D221087815, of the Official Public records, of Tarrant County, Texas.

Amount: \$577.15 (Affects Lot 10X, Block 1)

172. Record a Release of Lien by the City of Fort Worth:

Dated: April 19, 2021

Recorded: April 28, 2021 in County Clerk's File No. D221114128, of the Official Public records, of Tarrant County, Texas.

Amount: \$268.00 (Affects Lot 16, Block 6)

173. Record a Release of Lien by the City of Fort Worth:

Dated: November 18, 2021

Recorded: December 07, 2021 in County Clerk's File No. D221357051, of the Official Public records, of Tarrant County, Texas.

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

Amount: \$278.00 (Affects Lot 7, Block 6)

174. Record a Release of Lien by the City of Fort Worth:  
Dated: December 06, 2021  
Recorded: January 06, 2022 in County Clerk's File No. D222005420, of the Official Public records, of Tarrant County, Texas.  
Amount: \$297.00 (Affects Lot 16, Block 6)
175. Record a Release of Lien by the City of Fort Worth:  
  
Dated: December 06, 2021  
Recorded: January 06, 2022 in County Clerk's File No. D222005421, of the Official Public records, of Tarrant County, Texas.  
Amount: \$297.00 (Affects Lot 16, Block 6)
176. Record a Release of Lien by the City of Fort Worth:  
  
Dated: January 11, 2022  
Recorded: February 02, 2022 in County Clerk's File No. D222030621, of the Official Public records, of Tarrant County, Texas.  
Amount: \$262.00 (Affects Lot 7, Block 6)
177. Record a Release of Lien by the City of Fort Worth:  
  
Dated: March 16, 2022  
Recorded: March 25, 2022 in County Clerk's File No. D222078403, of the Official Public records, of Tarrant County, Texas.  
Amount: \$2,656.50 (Affects Lot 10X, Block 1)
178. Record a release of Hospital Lien, between Texas Health Southwest, claimant and Brandon Heine, patient, as recorded on June 15, 2023 in County Clerk's File No. D223105078, Official Public Records of Tarrant County, Texas.
179. Record a Release of Lien by the City of Fort Worth:  
  
Dated: August 31, 2023  
Recorded: September 28, 2023 in County Clerk's File No. D223175835, of the Official Public records, of Tarrant County, Texas.  
Amount: \$315.00 (Affects Lot 16, Block 6)
180. Record a Release of Abstract of Judgment or provide satisfactory proof that the party(ies) named in the following document is not our party:  
  
Recorded: October 16, 2023 in County Clerk's File No. D223186256, of the Official Public records, of Tarrant County, Texas.  
Plaintiff: The YoungESTone, LLC, et al.  
Defendant: Lind, Nicholas, et al.  
Cause No.: 107204

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

Amount: \$1,512,613.20, together with interest and fees.

181. Record a Release of Lien by the City of Fort Worth:

Dated: March 04, 2024

Recorded: March 11, 2024 in County Clerk's File No. D224041050, of the Official Public records, of Tarrant County, Texas.

Amount: \$267.00 (Affects Lot 1R, Block 1)

182. Record a Release of Lis Pendens and provide evidence to this company as to satisfactory resolution of the underlying lawsuit:

Cause No.: 096-304164-18

Plaintiff: Vijayan Nambiar as the Trustee of the Vijayan Nambiar Revocable Trust, et al.

Defendant: Foo Tiang Meng Firk Robert (aka Dirk Foo) as Trustee of the Hills of Windridge Trust, et al.

Recorded: October 12, 2018, in County Clerk's File No. D218228920, of the Official Public Records, Tarrant County, Texas.

Amended Lis Pendens as recorded on November 08, 2018 in County Clerk's File No. D218248791, Official Public Records of Tarrant County, Texas.

183. Record a Release of Lis Pendens and provide evidence to this company as to satisfactory resolution of the underlying lawsuit:

Cause No.: 017-328075-21

Plaintiff: Maria Binti Kamaruddin

Defendant: Edward Harris, Rodrick Widman and Jane Doe

Recorded: August 30, 2021, in County Clerk's File No. D221250727, of the Official Public Records, Tarrant County, Texas.

184. As to Windridge A2A Developments, LLC, a Limited Liability Company, Company requires Closer to require a Resolution of the Managers specific as to the transaction to confirm who is authorized to execute documents on behalf of the Limited Liability Company.

NOTE: Closer should be satisfied as to the status of said company and that same is in good standing.

185. We must be furnished with the Trust Agreement of Hills of Windridge Trust. Additional requirements may be made upon examination of said agreement.

IT IS NECESSARY THAT A COPY OF THE COMPLETE AGREEMENT OR A CERTIFICATION OF TRUST PURSUANT TO SECTION 114.086 OF THE TEXAS PROPERTY CODE, IN A FORM SATISFACTORY TO THE COMPANY, BE REVIEWED BY THE EXAMINATION DEPARTMENT. UPON REVIEW OF IT, EXAMINATION WILL MAKE EXACT REQUIREMENTS FOR THE CONVEYANCING OR MORTGAGING OF TRUST PROPERTY AS THEY PERTAIN TO THE FILE.

186. As to The YoungESTone, LLC, a Limited Liability Company, Company requires Closer to require a Resolution of the Managers specific as to the transaction to confirm who is authorized to execute documents on behalf of the Limited Liability Company.

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

NOTE: Closer should be satisfied as to the status of said company and that same is in good standing.

187. As to Lead Real Estate Dallas, LLC, a Limited Liability Company, Company requires Closer to require a Resolution of the Managers specific as to the transaction to confirm who is authorized to execute documents on behalf of the Limited Liability Company.

NOTE: Closer should be satisfied as to the status of said company and that same is in good standing.

188. Prior to closing, furnish the marital status of Wassim Dunbar, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.

189. As to Kurofuno, LLC, a Limited Liability Company, Company requires Closer to require a Resolution of the Managers specific as to the transaction to confirm who is authorized to execute documents on behalf of the Limited Liability Company.

NOTE: Closer should be satisfied as to the status of said company and that same is in good standing.

190. As to KOWA Real Estate, LLC, a Limited Liability Company, Company requires Closer to require a Resolution of the Managers specific as to the transaction to confirm who is authorized to execute documents on behalf of the Limited Liability Company.

NOTE: Closer should be satisfied as to the status of said company and that same is in good standing.

191. Prior to closing, furnish the marital status of Kelly Allen, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.

192. As to Knock Homes W1, LLC, a Limited Liability Company, Company requires Closer to require a Resolution of the Managers specific as to the transaction to confirm who is authorized to execute documents on behalf of the Limited Liability Company.

NOTE: Closer should be satisfied as to the status of said company and that same is in good standing.

193. Prior to closing, furnish the marital status of John Etheridge and Edna Etheridge and Karron Griffin, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.

194. Prior to closing, furnish the marital status of Kasey Nicole Dixon, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.

195. Prior to closing, furnish the marital status of Brett A. Unruh, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.

196. Prior to closing, furnish the marital status of William Naworski, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.

197. As to Mclean SFR Investment, LLC, a Limited Liability Company, Company requires Closer to require a Resolution of the Managers specific as to the transaction to confirm who is authorized to execute documents on behalf of the Limited Liability Company.

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

NOTE: Closer should be satisfied as to the status of said company and that same is in good standing.

- 198. Prior to closing, furnish the marital status of Kyle Jurik, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 199. Prior to closing, furnish the marital status of Hazel I. Wilson, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 200. Prior to closing, furnish the marital status of Brendan Redwine, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 201. Prior to closing, furnish the marital status of Diane Turel Acarturk, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 202. As to MCH SFR Property Owner 1 LLC, a Limited Liability Company, Company requires Closer to require a Resolution of the Managers specific as to the transaction to confirm who is authorized to execute documents on behalf of the Limited Liability Company.

NOTE: Closer should be satisfied as to the status of said company and that same is in good standing.

- 203. As to SFR JV-2 Property LLC, a Limited Liability Company, Company requires Closer to require a Resolution of the Managers specific as to the transaction to confirm who is authorized to execute documents on behalf of the Limited Liability Company.

NOTE: Closer should be satisfied as to the status of said company and that same is in good standing.

- 204. Prior to closing, furnish the marital status of Alden Gideon, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 205. Prior to closing, furnish the marital status of Jake R. Coplen, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 206. Prior to closing, furnish the marital status of Richard D. Chelvan and Charmian Chelvan, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 207. Prior to closing, furnish the marital status of John L. Rotundo, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 208. Prior to closing, furnish the marital status of William Anthony Langley, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 209. Prior to closing, furnish the marital status of Michael John Baucum, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 210. Prior to closing, furnish the marital status of Henry Quin Miller, Jr. and Jamie Miller, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 211. Prior to closing, furnish the marital status of Robert Neeley, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

- 212. Prior to closing, furnish the marital status of Eric James Gardner, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 213. Prior to closing, furnish the marital status of Alicia Burns and Adam Burns, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 214. Prior to closing, furnish the marital status of Christina Cobble and Larry Paul Cobble, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 215. Prior to closing, furnish the marital status of John A. Kachmar and Hilda M. Kachmar, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 216. Prior to closing, furnish the marital status of Shane S. Fraiser and Deborah L. Frasier, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 217. Prior to closing, furnish the marital status of Siddhartha Dosapati, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 218. Prior to closing, furnish the marital status of Maria Binti Kamaruddin, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 219. Prior to closing, furnish the marital status of Maria A. Perez and Felipe R. Perez, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 220. Prior to closing, furnish the marital status of Vivek Bhupathi and Sai Krishna Vudepu, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 221. Prior to closing, furnish the marital status of Tiffany Burris, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 222. As to Progress Dallas, LLC, a Limited Liability Company, Company requires Closer to require a Resolution of the Managers specific as to the transaction to confirm who is authorized to execute documents on behalf of the Limited Liability Company.

NOTE: Closer should be satisfied as to the status of said company and that same is in good standing.

- 223. Prior to closing, furnish the marital status of Ronald M. Campbell, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 224. Prior to closing, furnish the marital status of Bradley J. Hancock and Samantha Hancock, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 225. Prior to closing, furnish the marital status of Esther Slater, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 226. Prior to closing, furnish the marital status of Reem Riad Alkhatib, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 227. Closer must be furnished with a Corporate Resolution of the Board of Directors of Luds Corporation, authorizing the transaction and naming the officers authorized to execute the necessary documents.

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)



## SCHEDULE C

(Continued)

NOTE: Closer should be satisfied as to the corporate status of said corporation and that same is in good standing.

- 228. Prior to closing, furnish the marital status of Hector I. Herrera and Lizette Cereceres, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 229. Prior to closing, furnish the marital status of Shakil Farishta and Kathryn Ilene Rose, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 230. Prior to closing, furnish the marital status of Celeste Marie Rondinaro, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 231. Prior to closing, furnish the marital status of Michael Haro and Sandra Haro, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 232. Prior to closing, furnish the marital status of Gloria Starling, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 233. Prior to closing, furnish the marital status of Joseph Taylor Couch, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 234. Prior to closing, furnish a copy of the Partnership Agreement of FKH SFR PropCo I, L.P., a Delaware limited partnership. Additional requirements may be made upon examination of said agreement.
- 235. Proof that FKH SFR PropCo I, L.P., a Delaware Limited Partnership, has filed its Articles of Limited Partnership with the appropriate state authority.
- 236. Prior to closing, furnish the marital status of Maria D. Vargas, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 237. Prior to closing, furnish the marital status of Mary L. Day, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 238. Prior to closing, furnish the marital status of DeeAnna Lambert, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 239. Prior to closing, furnish the marital status of Marin Kovacevic and Taryn Wetzel, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 240. Prior to closing, furnish the marital status of Andrew Shore, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 241. Prior to closing, furnish the marital status of Martin Tapia, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 242. Prior to closing, furnish the marital status of Jeanette A. Lilavois, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 243. Prior to closing, furnish the marital status of Jo Anne Golaz, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
- 244. Prior to closing, furnish the marital status of William B. King, Jr., from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

245. Prior to closing, furnish the marital status of James A. Suderman II and Sharon M. Suderman, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.

246. Prior to closing, furnish the marital status of Santos Gloria, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.

247. Prior to closing, furnish the marital status of Jason M. Shriver, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.

248. The effect of a deed executed by Knock Homes W1 LLC to Yvonne M. Soule, recorded August 20, 2020 under County Clerk's File No. D220205675 of Official Public Records Tarrant, Texas.

The Company will require satisfactory evidence that the deed was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land described in the deed.

249. The effect of a deed executed by Luds Corporation to Feleti Langi and Siale Langi, recorded June 01, 2021 under County Clerk's File No. D221154756 of Official Public Records Tarrant, Texas.

The Company will require satisfactory evidence that the deed was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land described in the deed.

250. The effect of a deed executed by Progress Dallas, LLC, a Delaware limited liability company to Progress Residential Borrower 16, LLC, a Delaware limited liability company, recorded June 08, 2021 under County Clerk's File No. D221164012 of Official Public Records Tarrant, Texas.

The Company will require satisfactory evidence that the deed was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land described in the deed.

251. The effect of a deed executed by SFR JV-2 Property LLC, a Delaware limited liability company to SFR JV-2 2022-2 Borrower LLC, a Delaware limited liability company, recorded July 08, 2022 under County Clerk's File No. D222173135 of Official Public Records Tarrant, Texas.

The Company will require satisfactory evidence that the deed was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land described in the deed.

252. The effect of a deed executed by Windridge A2A Developments, LLC to Serene Sendera Ranch, L.P., recorded October 04, 2022 under County Clerk's File No. D222241807 of Official Public Records Tarrant, Texas.

The Company will require satisfactory evidence that the deed was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land described in the deed.

253. The effect of a deed executed by Windridge A2A Developments, LLC to Serene Sendera Ranch, L.P., recorded October 04, 2022 under County Clerk's File No. D222241809 of Official Public Records Tarrant, Texas.

The Company will require satisfactory evidence that the deed was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land described in the deed.

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

254. The effect of a deed executed by Windridge A2A Developments, LLC to Serene Sendera Ranch, L.P., recorded October 14, 2022 under County Clerk's File No. D222248809 of Official Public Records Tarrant, Texas.

The Company will require satisfactory evidence that the deed was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land described in the deed.

255. The effect of a deed executed by Windridge A2A Developments, LLC to Serene Sendera Ranch, L.P., recorded October 14, 2022 under County Clerk's File No. D222248810 of Official Public Records Tarrant, Texas.

The Company will require satisfactory evidence that the deed was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land described in the deed.

256. The effect of a deed executed by Windridge A2A Developments, LLC to Serene Sendera Ranch, L.P., recorded October 14, 2022 under County Clerk's File No. D222248811 of Official Public Records Tarrant, Texas.

The Company will require satisfactory evidence that the deed was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land described in the deed.

257. The effect of a deed executed by Windridge A2A Developments, LLC to Serene Sendera Ranch, L.P., recorded October 14, 2022 under County Clerk's File No. D222248813 of Official Public Records Tarrant, Texas.

The Company will require satisfactory evidence that the deed was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land described in the deed.

258. The effect of a deed executed by Windridge A2A Developments, LLC to Serene Sendera Ranch, L.P., recorded October 14, 2022 under County Clerk's File No. D222248814 of Official Public Records Tarrant, Texas.

The Company will require satisfactory evidence that the deed was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land described in the deed.

259. The effect of a deed executed by Windridge A2A Developments, LLC to Serene Sendera Ranch, L.P., recorded October 14, 2022 under County Clerk's File No. D222248815 of Official Public Records Tarrant, Texas.

The Company will require satisfactory evidence that the deed was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land described in the deed.

260. The effect of a deed executed by Serene Sendera Ranch, L.P. to Nicholas M. Lind and Courtney L. Harden, recorded November 02, 2022 under County Clerk's File No. D222262016 of Official Public Records Tarrant, Texas.

The Company will require satisfactory evidence that the deed was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land described in the deed.

261. The effect of a deed executed by Joseph Schimmel and spouse, Danica Schimmel to 11328 Live Oak Creek Drive, LLC, a Texas limited liability company, recorded February 06, 2023 under County Clerk's File No. D223018167 of Official Public Records Tarrant, Texas.

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

The Company will require satisfactory evidence that the deed was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land described in the deed.

262. The effect of a deed executed by SFR JV-2 Property LLC, a Delaware limited liability company to SFR JV-2 2022-2 Borrower LLC, a Delaware limited liability company, recorded July 12, 2023 under County Clerk's File No. D223123183 of Official Public Records Tarrant, Texas.

The Company will require satisfactory evidence that the deed was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land described in the deed.

263. Prior to closing, furnish a copy of the Partnership Agreement of Serene Sendera Ranch, L.P.. Additional requirements may be made upon examination of said agreement.
264. Proof that Serene Sendera Ranch, L.P., a Limited Partnership, has filed its Articles of Limited Partnership with the appropriate state authority.
265. Prior to closing, furnish the marital status of Nicholas M. Lind and Courtney L. Harden, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
266. Prior to closing, furnish the marital status of Yvonne M. Soule, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.
267. As to SFR JV-2 2023-1 Borrower LLC, a Limited Liability Company, Company requires Closer to require a Resolution of the Managers specific as to the transaction to confirm who is authorized to execute documents on behalf of the Limited Liability Company.

NOTE: Closer should be satisfied as to the status of said company and that same is in good standing.

268. As to 11328 Live Oak Creek Drive, LLC, a Limited Liability Company, Company requires Closer to require a Resolution of the Managers specific as to the transaction to confirm who is authorized to execute documents on behalf of the Limited Liability Company.

NOTE: Closer should be satisfied as to the status of said company and that same is in good standing.

269. As to Progress Residential Borrower 16, LLC, a Limited Liability Company, Company requires Closer to require a Resolution of the Managers specific as to the transaction to confirm who is authorized to execute documents on behalf of the Limited Liability Company.

NOTE: Closer should be satisfied as to the status of said company and that same is in good standing.

270. As to SFR JV-2 2022-2 Borrower LLC, a Limited Liability Company, Company requires Closer to require a Resolution of the Managers specific as to the transaction to confirm who is authorized to execute documents on behalf of the Limited Liability Company.

NOTE: Closer should be satisfied as to the status of said company and that same is in good standing.

271. Prior to closing, furnish the marital status of Feleti Langi and Siale Langi, from the date of acquisition to the date of closing. Company requires the joinder of spouse in any transaction involving subject property.


(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## SCHEDULE C

(Continued)

- 272. Transfer On Death Deed(s) recorded in County Clerk's File No. D220069593 of the Official Public Records, Tarrant County. Company requires a recorded revocation of the Transfer On Death Deed(s) OR provide proof of death of the grantor.
- 273. Title vesting in Schedule A, herein, is based upon a Transfer On Death Deed that is effective less than 2 years which may not be acceptable to this company for title insurance purposes. Company requires underwriting approval.
- 274. Furnish the names of the parties to be insured herein. Upon receipt of same, the company may have additional requirements.
- 275. Payment in full of all assessments due and payable to The Hills of Windridge Home Owners' Association, Inc., a Texas non-profit corporation.
- 276. NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

	<h2 style="text-align: center;">Commitment for Title Insurance (T-7)</h2>
<h1 style="text-align: center;">Schedule D</h1>	<p>ISSUED BY</p> <p><b>First American Title Insurance Company</b></p>

File No.: 5191857-F-TX-CP-BCK

The following disclosures are made pursuant to Procedural Rule P-21 promulgated by the Texas Department of Insurance:

**UNDERWRITER:** First American Title Insurance Company, a Nebraska Corporation.

Shareholder owning or controlling, directly or indirectly, ten percent or more of the share of the Underwriter: First American Title Insurance Company is a wholly owned subsidiary of First American Title Insurance Company, a public Company formed in Nebraska.

Directors: Kenneth D. DeGiorgio, Kurt P. Pfothenhauer, Lisa W. Cornehl, Mark E. Seaton, David J. Proksel.

Officers: President, Chief Executive Officer: Kenneth D. DeGiorgio; Senior Vice President, Secretary: Lisa W. Cornehl; Chief Financial Officer: Mark E. Seaton.

**AGENT:** Kensington Vanguard National Land Services of TX, LLC

As to Kensington Vanguard National Land Services of TX, LLC(title insurance agent), the following disclosures are made:

- a. The names of each shareholding, owner, partner or other person having, owing or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Kensington Vanguard Holdings, LLC
- b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: McGriff Insurance Services, LLC
- c. The following persons are officers and directors of the Title Insurance Agent: NA

You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium\* is:

Owner's Policy	\$ 0.00
Loan Policy	\$ 0.00
Endorsement Charges	\$ 0.00
Other	\$ 0.00
Total	\$ TBD

Of this total amount 15% will be paid to the policy issuing Title Insurance Company 85% will be retained by the Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services
\$250	First American Title Insurance Company	Title Evidence

"\*\*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

(This Schedule D is valid only when cover, Schedule A, B and C are attached)



*First American Title™*

## **First American Title Insurance Company**

### **Commitment for Title Insurance Form (T-7)**

#### **DELETION OF ARBITRATION PROVISION**

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

**Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.**

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is **\$2,000,000** or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of **\$2,000,000** shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

# PRIVACY POLICY

## **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

## **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. We have also adopted broader guidelines that govern our use of personal information regardless of its source.

**Types of Information** Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms or in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliate companies, or others; and
- Information we receive from a consumer reporting agency.

## **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliate companies, or to other financial institutions with whom we or our affiliate companies have joint marketing agreements.

## **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

## **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



# APPENDIX H

# KENSINGTON VANGUARD

N A T I O N A L L A N D S E R V I C E S

September 23, 2024

Re: Title Number: 5191857-F-TX-CP-BCK-B  
Premises: 11403 White Settlement Road, White Settlement, TX 76108  
County: Tarrant  
Buyer: Buyer or Borrower identified in the purchase contract and/or loan agreement associated with the transaction proposed to be insured by the Company  
Seller: Seller identified in the purchase contract associated with the transaction proposed to be insured by the Company

Dear Sir/Madam,

With reference to the above captioned matter, enclosed herewith please find our Title Commitment.

If you have any questions regarding same, please contact our office.

We look forward to working with you on this transaction.

Thank you.

Transaction Contacts:

Heather Niedens / [hniedens@kvnational.com](mailto:hniedens@kvnational.com)

Issue Date : 06/05/2024 [ Update #2 ]

Order Information

GF# : 5191857

Branch : Kensington Vanguard National Land Services  
of TX

**Order Notes**

**THIS PROPERTY IS ASSESSED AS LAND ONLY. IF YOU KNOW OF ANY IMPROVEMENTS TO THIS PROPERTY, THEN PLEASE BE AWARE THAT THIS PROPERTY MAY BE SUBJECT TO A SUPPLEMENTAL OR TRANSFER OF TAXES.**

TARRANT REGIONAL WATER DISTRICT NO LONGER REQUIRES A NOTICE TO PURCHASER.

**TAGGED BY SURVEY PROVIDED BY CUSTOMER.**

**Multi-Parcel Total Taxes Summary for CAD Accounts (4)**

Collector	Entity	Tax Year	Base Tax	Base Due	If Paid By 06/30/2024	If Paid By 07/31/2024
41683544	41683609	41683625	41683633			
Tarrant County P O Box 961018, Fort Worth, TX, 76161-0018 Phone: 817-884-1100	City of Fort Worth	2023	\$0.04	\$0.00	\$0.00	\$0.00
	Tarrant County	2023	\$0.00	\$0.00	\$0.00	\$0.00
	Tarrant County College	2023	\$0.00	\$0.00	\$0.00	\$0.00
	Tarrant County Hospital	2023	\$0.00	\$0.00	\$0.00	\$0.00
	Tarrant Regional Water District	2023	\$0.00	\$0.00	\$0.00	\$0.00
	White Settlement ISD	2023	\$0.04	\$0.00	\$0.00	\$0.00
	<b>Subtotal:</b>		<b>\$0.08</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>Total Taxes :</b>		<b>\$0.08</b>	<b>\$0.00</b>	<b>PAID</b>	<b>PAID</b>

**Property Information**

**Assessment Information**

		2023 Values	2024 Values
Geographic ID	: 18412-1-10X-09		
Property ID	: 41683544	Land : \$1	\$1
Situs	: 11440 COBURN HILL PASS	Improvement : \$0	\$0
Assessed Owner(s)	: SERENE SENDERA RANCH LP	Appraised : \$1	\$1
Mailing	: 7340 CASCADE CT UNIT 1122 FORT WORTH TX 76137	Homestead Cap : \$0	\$0
Deed Reference	:	Assessed : \$1	\$1
Subdivision	:	Exemptions : None	None
Subdivision Code	: N/A	Certified : Certified	Preliminary
Acreage	: 10.33940	Estimate W/O Exemptions : \$0.02	\$0.02
State Codes	: C1		

**Legal Description**

HILLS OF WINDRIDGE, THE Block 1 Lot 10X PVT OPEN SPACE & AMENITY CENTER

**Account Notes**

**\*\*\*NO AG FOUND ON PROPERTY FOR TAX YEARS 2019-2023\*\*\***

**Tax Bill Summary**

# TAX CERTIFICATE

Issue Date : 06/05/2024 [ Update #2 ]		Order Information	
GF# : 5191857		Branch : Kensington Vanguard National Land Services of TX	

Collector	Tax Year	Base Tax	Base Due	If Paid By 06/30/2024	If Paid By 07/31/2024	As Of
Tarrant County Acct # 00041683544 P O Box 961018, Fort Worth, TX, 76161-0018 Phone: 817-884-1100	2023	\$0.02	\$0.00	\$0.00	\$0.00	06/05/24
	Collector Total :	\$0.02	\$0.00	\$0.00	\$0.00	
	<b>Total Taxes :</b>	<b>\$0.02</b>	<b>\$0.00</b>	<b>PAID</b>	<b>PAID</b>	

Taxing Jurisdictions - Total Tax Rate: 2.40957									
Collector	Jurisdiction	Bill Year	Tax Rate	Est Taxes	Base Tax	Base Due	Due 06/24	Due 07/24	As Of
Tarrant County	City of Fort Worth	2023	0.6725	\$0	\$0.01	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant County	2023	0.1945	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant County College	2023	0.11217	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant County Hospital	2023	0.1945	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant Regional Water District	2023	0.0267	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	White Settlement ISD	2023	1.2092	\$0	\$0.01	\$0.00	\$0.00	\$0.00	06/05/24
Subtotal:			2.40957	\$0	\$0.02	\$0.00	\$0.00	\$0.00	
<b>Total:</b>			<b>2.40957</b>	<b>\$0</b>	<b>\$0.02</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

Bond Information			
Name	Bonds Approved	Bonds Issued	Standby Fees
Tarrant Regional Water District	\$250,000,000.00	\$0.00	\$0.00

Alternate Contact Information			
Collector	Name	Contact	Address
Tarrant County	Tarrant County	Phone: 817-884-1100	100 E. Weatherford Street Fort Worth, TX 76196

Issue Date : 06/05/2024 [ Update #2 ]		Order Information	
GF# : 5191857		Branch : Kensington Vanguard National Land Services of TX	

Property Information		Assessment Information	
Geographic ID	: 18412-1-16X-09		
Property ID	: 41683609		
Situs	: 11405 COBURN HILL PASS		
Assessed Owner(s)	: WINDRIDGE A2A DEVELOPMENTS LLC		
Mailing	: 4335 WINDSOR CENTRE TRL STE 150 FLOWER MOUND TX 75028		
Deed Reference	:		
Subdivision	:		
Subdivision Code	: N/A		
Acreage	: 9.26060		
State Codes	: C1		
		<b>2023 Values</b>	<b>2024 Values</b>
		Land	\$1
		Improvement	\$0
		Appraised	\$1
		Homestead Cap	\$0
		Assessed	\$1
		Exemptions	None
		Certified	Certified
		Estimate W/O Exemptions	\$0.02
<b>Legal Description</b>			
HILLS OF WINDRIDGE, THE Block 1 Lot 16X PRIVATE OPEN SPACE			

<b>Account Notes</b>
<b>***NO AG FOUND ON PROPERTY FOR TAX YEARS 2019-2023***</b>

Tax Bill Summary						
Collector	Tax Year	Base Tax	Base Due	If Paid By 06/30/2024	If Paid By 07/31/2024	As Of
Tarrant County	2023	\$0.02	\$0.00	\$0.00	\$0.00	06/05/24
Acct # 00041683609						
P O Box 961018,	Collector Total :	\$0.02	\$0.00	\$0.00	\$0.00	
Fort Worth, TX,						
76161-0018						
Phone: 817-884-1100	<b>Total Taxes :</b>	<b>\$0.02</b>	<b>\$0.00</b>	<b>PAID</b>	<b>PAID</b>	

Taxing Jurisdictions - Total Tax Rate: 2.40957									
Collector	Jurisdiction	Bill Year	Tax Rate	Est Taxes	Base Tax	Base Due	Due 06/24	Due 07/24	As Of
Tarrant County	City of Fort Worth	2023	0.6725	\$0	\$0.01	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant County	2023	0.1945	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant County College	2023	0.11217	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant County Hospital	2023	0.1945	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant Regional Water District	2023	0.0267	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	White Settlement ISD	2023	1.2092	\$0	\$0.01	\$0.00	\$0.00	\$0.00	06/05/24

# TAX CERTIFICATE

Issue Date : 06/05/2024 [ Update #2 ]					Order Information				
GF# : 5191857					Branch : Kensington Vanguard National Land Services of TX				

Collector	Jurisdiction	Bill Year	Tax Rate	Est Taxes	Base Tax	Base Due	Due 06/24	Due 07/24	As Of
		Subtotal:	2.40957	\$0	\$0.02	\$0.00	\$0.00	\$0.00	
		Total:	2.40957	\$0	\$0.02	\$0.00	\$0.00	\$0.00	

Bond Information			
Name	Bonds Approved	Bonds Issued	Standby Fees
Tarrant Regional Water District	\$250,000,000.00	\$0.00	\$0.00

Alternate Contact Information			
Collector	Name	Contact	Address
Tarrant County	Tarrant County	Phone: 817-884-1100	100 E. Weatherford Street Fort Worth, TX 76196

Issue Date : 06/05/2024 [ Update #2 ]		Order Information
GF# : 5191857		Branch : Kensington Vanguard National Land Services of TX

Property Information		Assessment Information	
Geographic ID	: 18412-2-1X-09		
Property ID	: 41683625		
Situs	: 102 SOARING HILL BLVD		
Assessed Owner(s)	: PEARL DEVELOPMENTS LLC		
Mailing	: 6635 SANDSHELL BLVD FORT WORTH TX 76137		
Deed Reference	:		
Subdivision	:		
Subdivision Code	: N/A		
Acreage	: 0.04570		
State Codes	: C1		
		<b>2023 Values</b>	<b>2024 Values</b>
		Land	: \$1 \$1
		Improvement	: \$0 \$0
		Appraised	: \$1 \$1
		Homestead Cap	: \$0 \$0
		Assessed	: \$1 \$1
		Exemptions	: None None
		Certified	: Certified Preliminary
		Estimate W/O Exemptions	: \$0.02
<b>Legal Description</b>			
HILLS OF WINDRIDGE, THE Block 2 Lot 1X COMMON AREA			

<b>Account Notes</b>
<b>***NO AG FOUND ON PROPERTY FOR TAX YEARS 2019-2023***</b>

Tax Bill Summary						
Collector	Tax Year	Base Tax	Base Due	If Paid By 06/30/2024	If Paid By 07/31/2024	As Of
Tarrant County	2023	\$0.02	\$0.00	\$0.00	\$0.00	06/05/24
Acct # 00041683625						
P O Box 961018,	Collector Total :	\$0.02	\$0.00	\$0.00	\$0.00	
Fort Worth, TX,						
76161-0018						
Phone: 817-884-1100	<b>Total Taxes :</b>	<b>\$0.02</b>	<b>\$0.00</b>	<b>PAID</b>	<b>PAID</b>	

Taxing Jurisdictions - Total Tax Rate: 2.40957									
Collector	Jurisdiction	Bill Year	Tax Rate	Est Taxes	Base Tax	Base Due	Due 06/24	Due 07/24	As Of
Tarrant County	City of Fort Worth	2023	0.6725	\$0	\$0.01	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant County	2023	0.1945	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant County College	2023	0.11217	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant County Hospital	2023	0.1945	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant Regional Water District	2023	0.0267	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	White Settlement ISD	2023	1.2092	\$0	\$0.01	\$0.00	\$0.00	\$0.00	06/05/24

# TAX CERTIFICATE

Issue Date : 06/05/2024 [ Update #2 ]					Order Information				
GF# : 5191857					Branch : Kensington Vanguard National Land Services of TX				

Collector	Jurisdiction	Bill Year	Tax Rate	Est Taxes	Base Tax	Base Due	Due 06/24	Due 07/24	As Of
		Subtotal:	2.40957	\$0	\$0.02	\$0.00	\$0.00	\$0.00	
		Total:	2.40957	\$0	\$0.02	\$0.00	\$0.00	\$0.00	

Bond Information			
Name	Bonds Approved	Bonds Issued	Standby Fees
Tarrant Regional Water District	\$250,000,000.00	\$0.00	\$0.00

Alternate Contact Information			
Collector	Name	Contact	Address
Tarrant County	Tarrant County	Phone: 817-884-1100	100 E. Weatherford Street Fort Worth, TX 76196



Issue Date : 06/05/2024 [ Update #2 ]		Order Information	
GF# : 5191857		Branch : Kensington Vanguard National Land Services of TX	

Property Information		Assessment Information			
		2023 Values		2024 Values	
Geographic ID	: 18412-3-1X-09	Land	:	\$1	\$1
Property ID	: 41683633	Improvement	:	\$0	\$0
Situs	: 105 SOARING HILL BLVD	Appraised	:	\$1	\$1
Assessed Owner(s)	: PEARL DEVELOPMENTS LLC	Homestead Cap	:	\$0	\$0
Mailing	: 6635 SANDSHELL BLVD FORT WORTH TX 76137	Assessed	:	\$1	\$1
Deed Reference	:	Exemptions	:	None	None
Subdivision	:	Certified	:	Certified	Preliminary
Subdivision Code	: N/A	Estimate W/O Exemptions	:		\$0.02
Acreage	: 1.76540				
State Codes	: C1				
Legal Description					
HILLS OF WINDRIDGE, THE Block 3 Lot 1X PRIVATE OPEN SPACE					

Account Notes
***NO AG FOUND ON PROPERTY FOR TAX YEARS 2019-2023***

Tax Bill Summary						
Collector	Tax Year	Base Tax	Base Due	If Paid By 06/30/2024	If Paid By 07/31/2024	As Of
Tarrant County	2023	\$0.02	\$0.00	\$0.00	\$0.00	06/05/24
Acct # 00041683633						
P O Box 961018,	Collector Total :	\$0.02	\$0.00	\$0.00	\$0.00	
Fort Worth, TX,						
76161-0018						
Phone: 817-884-1100						
	<b>Total Taxes :</b>	<b>\$0.02</b>	<b>\$0.00</b>	<b>PAID</b>	<b>PAID</b>	

Taxing Jurisdictions - Total Tax Rate: 2.40957									
Collector	Jurisdiction	Bill Year	Tax Rate	Est Taxes	Base Tax	Base Due	Due 06/24	Due 07/24	As Of
Tarrant County	City of Fort Worth	2023	0.6725	\$0	\$0.01	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant County	2023	0.1945	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant County College	2023	0.11217	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant County Hospital	2023	0.1945	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	Tarrant Regional Water District	2023	0.0267	\$0	\$0.00	\$0.00	\$0.00	\$0.00	06/05/24
Tarrant County	White Settlement ISD	2023	1.2092	\$0	\$0.01	\$0.00	\$0.00	\$0.00	06/05/24

Issue Date : 06/05/2024 [ Update #2 ]				Order Information					
GF# : 5191857				Branch : Kensington Vanguard National Land Services of TX					

Collector	Jurisdiction	Bill Year	Tax Rate	Est Taxes	Base Tax	Base Due	Due 06/24	Due 07/24	As Of
Subtotal:			2.40957	\$0	\$0.02	\$0.00	\$0.00	\$0.00	
Total:			2.40957	\$0	\$0.02	\$0.00	\$0.00	\$0.00	

Bond Information			
Name	Bonds Approved	Bonds Issued	Standby Fees
Tarrant Regional Water District	\$250,000,000.00	\$0.00	\$0.00

Alternate Contact Information			
Collector	Name	Contact	Address
Tarrant County	Tarrant County	Phone: 817-884-1100	100 E. Weatherford Street Fort Worth, TX 76196

**CERTIFICATE CONDITIONS, EXCLUSIONS, AND DISCLAIMERS**

This Certificate has been prepared from information obtained by Landover Hills Property Tax Service from the applicable taxing jurisdiction(s) or its appraisal district(s) and is subject to the limitations, restrictions, and exclusions set forth in any service agreement with Landover Hills Property Tax Service, as such agreement now exists or as it may be modified or amended from time to time. The Certificate contains tax, exemption, and valuation information for the respective lot, parcel, or tract up as of the date of the Certificate and does not include any additional assessments, exemptions, changes in taxable value, protest determinations, supplements, payments, or credits which may have been incurred or applied after the date of the Certificate. Prior to closing of the transaction or event for which the Certificate was requested, you are strongly encouraged to order an updated current Certificate.

It is expressly understood that this Certificate does not constitute a report or contain information on any property relating to (a) the status of title, (b) any liens or encumbrances, (c) any mineral interests (whether working or royalty interests), leases, or operating agreements, (d) any personal property including Mobile Homes, or (e) any form of taxes or assessments not relating to real property. Homeowner association assessments or maintenance information that may be included is a courtesy and is not guaranteed. This Certificate is non-transferable and may only be relied upon by the party to whom the Certificate has been issued.

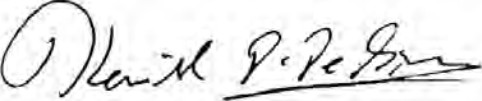
 <b>First American Title™</b>	<b>Commitment for Title Insurance (T-7)</b>
<b>Commitment</b>	ISSUED BY <b>First American Title Insurance Company</b>

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A** AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We **FIRST AMERICAN TITLE INSURANCE COMPANY** will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

**First American Title Insurance Company**



Kenneth D. DeGiorgio  
President



Lisa W. Cornehl  
Secretary

**Commitment for Title Insurance**  
(Continued)

Kensington Vanguard National Land Services of  
TX, LLC

By:

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

\_\_\_\_\_  
Authorized Signatory

## TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y enterarlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-632-1642 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

### **CONDITIONS AND STIPULATIONS**

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

	<b>First American Title™</b>	<b>Commitment for Title Insurance (T-7)</b>
		ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>		

Effective Date: August 7, 2024 at 08:00 AM

GF No.: 5191857-F-TX-CP-BCK-B

Commitment No.: 5191857-F-TX-CP-BCK-B, issued: September 23, 2024 at 08:00 AM.

1. The policy or policies to be issued are:

(a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)

(Not applicable for improved one-to-four family residential real estate)

Policy Amount: TBD

PROPOSED INSURED: Buyer or Borrower identified in the purchase contract and/or loan agreement associated with the transaction proposed to be insured by the Company

(b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
-ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:

PROPOSED INSURED:

(c) LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount: \$1,000,000.00

PROPOSED INSURED: Lender with contractual obligations under a loan agreement with the proposed borrower associated with the proposed Mortgage to be insured., and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions.

Proposed Borrower: Buyer or Borrower identified in the purchase contract and/or loan agreement associated with the transaction proposed to be insured by the Company  
Buyer or Borrower Identified in the purchase contract and/or loan agreement associated with the transaction proposed to be insured by the Company.

(d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:

PROPOSED INSURED:

Proposed Borrower:

(e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:

PROPOSED INSURED:

Proposed Borrower:

(f) OTHER

(This Schedule A is valid only when Cover, Schedule B, C, and D are attached)

## SCHEDULE A

(Continued)

Policy Amount:

PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

Foo Tiang Meng Dirk Robert, trustee of the Hills of Windridge Trust and Tarrant Regional Water District, a Water Control and Improvement District, a Body Politic and Corporate under the Laws of Texas. Vesting Deed

4. Legal description of land:

SEE LEGAL DESCRIPTION ATTACHED HERETO

(This Schedule A is valid only when Cover, Schedule B, C, and D are attached)



 <b>First American Title™</b>	Commitment for Title Insurance (T-7)	
	ISSUED BY <b>First American Title Insurance Company</b>	
<b>Legal Description</b>		

GF No.: 5191857-F-TX-CP-BCK-B

Legal description of the land:

Legal description not to be used for conveyancing purposes or for issuance of policy(s). See requirement on Schedule C.

173.00 acres of land, more or less, to be surveyed out of the following metes and bounds description:

Being a tract of land located in the J.P. Woods Survey, Abstract No. 1886, City of Fort Worth, Tarrant County, Texas, being a portion of a tract of land described in a deed to Windridge-Tarrant 437, L.P. (denoted as Tract 1), recorded in Instrument Number D207309621, of the Official Public Records of Tarrant County, Texas (O.P.R.T.C.T.), and being more particularly described by metes and bounds as follows;

Beginning at a point in the future South right-of-way line of White Settlement Road (a variable width right-of-way), said point being the beginning of a curve to the right, from which a pk nail bears N 27° 06' 00" E, 65.4 feet, said pk nail being the Northwest corner of said Tract 1 and in the centerline of said White Settlement Road;

Thence Southeasterly, an arc length of 118.81 feet, along the future South right-of-way line of said White Settlement Road and along said curve to the right having a radius of 2,033.31 feet, a delta angle of 03° 20' 52" and a chord bearing S 67° 17' 18" E, 118.79 feet to a point;

Thence S 02° 53' 53" W, departing the future South right-of-way line of said White Settlement Road, a distance of 19.10 feet to a point;

Thence S 00° 25' 08" E, 766.57 feet to a point;

Thence S 89° 37' 17" E, 359.86 feet to a point;

Thence N 00° 22' 43" E, 120.00 feet to a point;

Thence S 89° 37' 17" E, 3.46 feet to a point, said point being the beginning of a curve to the left;

Thence Northeasterly, an arc length of 40.31 feet, along said curve to the left, having a radius of 225.00 feet, a delta angle of 10° 15' 54", and a chord bearing of N 85° 14' 46" E, 40.26 feet to a point;

Thence N 80° 06' 49" E, 55.45 feet to a point,

Thence S 56° 19' 15" E, 14.49 feet to a point,

Thence S 12° 46' 14" E, 229.69 feet to a point, said point being the beginning of a curve to the right;

Thence Southeasterly, an arc length of 93.34 feet, along said curve to the right, having a radius of 470.00 feet, a delta angle of 11° 22' 41", and a chord bearing of S 07° 04' 53" E, 93.18 feet to a point;

Thence S 88° 44' 28" E, 269.41 feet to a point;

Thence S 81° 16' 29" E, 142.33 feet to a point in the West line of a tract of land described in a deed to the White Settlement Independent School District, recorded in Volume 9206, Page 1789, Deed Records, Tarrant County, Texas

## LEGAL DESCRIPTION

(Continued)

(D.R.T.C.T.), said point being the beginning of a non-tangent curve to the left;

Thence along the common lines of said Tract 1 and the White Settlement Independent School District tract as follows:

(1) Southeasterly, an arc length of 313.19 feet, along said non-tangent curve to the left, having a radius 1,166.00 feet, a delta angle of 15° 23' 23", and a chord bearing of S 02° 58' 06" E, 312.25 feet to a 5/8" iron rod found with a cap stamped "Carter & Burgess";

(2) S 10° 39' 13" E, 331.44 feet to a 5/8" iron rod found with a cap stamped "Carter & Burgess", said iron rod being the Southwest corner of said White Settlement Independent School District tract;

(3) N 79° 19' 54" E, 602.35 feet to a 5/8" iron rod found with a cap stamped "Carter & Burgess", being the beginning of a non-tangent curve to the left;

(4) Northeasterly, an arc length of 71.73 feet, along said non-tangent curve to the left having a radius of 970.00 feet, a delta angle of 04° 14' 13" and a chord bearing of N 77° 12' 48" E, 71.71 feet to a 1/2" iron rod found with a cap stamped "Fulton Surveying", said iron rod being the Southeast corner of said school district tract and in the North right-of-way line of Live Oak Creek Drive (a called 60 foot wide right-of-way);

Thence along the common lines of said Tract 1 and the SILVER RIDGE ADDITION, PHASE I, Section I, an addition to the City of Fort Worth, Tarrant County, Texas, recorded in Volume 388-219, Page 7, Plat Records, Tarrant County, Texas (P.R.T.C.T.), as follows:

(1) S 14° 52' 29" E, departing the North right-of-way line of said Live Oak Creek Drive, 180.00 feet to a 1/2" iron rod found with a cap stamped "Arthur Surveying", said iron rod being the Southwest corner of Lot 13, Block 9 of said SILVER RIDGE ADDITION;

(2) S 17° 46' 13" E, 250.17 feet to a 1/2" iron rod found with a red cap (unreadable) in the South right-of-way line of Big Horn Trail (a called 50 foot wide right-of-way), said iron rod being the beginning of a non-tangent curve to the left;

(3) Northeasterly, an arc length of 6.67 feet, along the South right-of-way line of said Big Horn Trail and said non-tangent curve to the left having a radius of 1,425.00 feet, a delta angle of 00° 16' 05" and chord bearing of N 74° 28' 46" E, 6.67 feet to a 1/2" iron rod found with a cap stamped "Arthur Surveying", from which a 5/8" iron rod found with a cap stamped "Carter & Burgess" bears S 70° 07' 00" W, 0.2 feet, said iron rod with a cap stamped "Arthur Surveying" being the Northwest corner of Lot 2 of said Block 9;

(4) S 15° 39' 17" E, along the West line of said Lot 2, a distance of 206.22 feet to a 1/2" iron rod found with a cap stamped "LBS", said iron rod being the Southwest corner of said Lot 2 and the Northwest corner of Lot 1 of said Block 9;

(5) S 27° 15' 52" E, at 259.18 feet, passing an "X" cut found, and continuing in all a total distance of 305.58 feet to a 5/8" iron rod found with a yellow cap (unreadable), said iron rod being in the West line of Lot 11, Block 8 of said SILVER RIDGE ADDITION;

(6) S 68° 49' 52" E, 467.71 feet to a 60D nail found in the South line of said Lot 9 of said Block 8;

(7) N 88° 46' 58" E, 628.73 feet to a 1/2" iron rod found, said iron rod being the Southeast corner of Silver Ridge Boulevard (a variable width right-of-way);

(8) N 42° 48' 44" E, along the East right-of-way line of said Silver Ridge Boulevard, 147.49 feet to a 1/2" iron rod found with a cap stamped "Fulton Surveying", said point being the beginning of a curve to the left;

(9) Northeasterly, an arc length of 161.25 feet, along the East right-of-way line of said Silver Ridge Boulevard and said curve to the left having a radius of 968.00 feet, a delta angle of 09° 32' 40" and chord bearing of N 38° 02' 24" E, 161.07 feet to a 1/2" iron rod found with a cap stamped "Area Surveying", said iron rod being the Southwest corner of Lot 1, Block 3 of said SILVER RIDGE ADDITION;

## LEGAL DESCRIPTION

(Continued)

(10) S 69° 13' 39" E, 452.79 feet to a ½" iron rod found, said iron rod being the Southwest corner of Lot 7 of said Block 3;

(11) S 56° 33' 42" E, 104.63 feet to a railroad spike found, said railroad spike being the Northwest corner of Lot 9 of said Block 3;

(12) S 15° 37' 55" E, 116.43 feet to a 5/8" iron rod found, said iron rod being the Northwest corner of Lot 11 of said Block 3;

(13) S 26° 55' 27" W, 146.72 feet to a 5/8" iron rod found with a cap stamped "Carter & Burgess", said iron rod being the Southwest corner of Lot 12 of said Block 3;

(14) S 55° 51' 37" E, 182.16 feet to a ½" iron rod found, said iron rod being the most Southerly Southwest corner of Lot 1, Block 1 of said SILVER RIDGE ADDITION;

(15) N 88° 55' 43" E, 545.74 feet to a 5/8" iron rod found with a cap stamped "Carter & Burgess";

Thence S 00° 59' 19" E, along an East line of said Tract 1, a distance of 1,338.33 feet to a ½" iron rod found with a cap stamped "Arthur Surveying", being the Northeast corner of a tract of land described in a deed to East Gate Properties, Inc., recorded in Instrument Number D206412166, O.P.R.T.C.T.;

Thence N 89° 50' 44" W, along a South line of said Tract 1 and the North line of said East Gate Properties tract, 500.11 feet to a ½" iron rod found with a cap stamped "Fulton Surveying";

Thence S 00° 59' 19" E, along an East line of said Tract 1 and the West line of said East Gate Properties tract, 500.00 feet to a ½" iron rod found with a cap stamped "Fulton Surveying", said iron rod being in the North line of Lot 1, Block 1, WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT ADDITION, an addition to the City of Fort Worth, Tarrant County, Texas, recorded in Cabinet B, Slide 1534, P.R.T.C.T.;

Thence N 89° 50' 44" W, along the South line of said Tract 1, the North line of said Lot 1, Block 1, the North line of CHAPEL CREEK RANCH, PHASE IA, an addition to the City of Fort Worth, Tarrant County, Texas, recorded in Volume 388-208, Page 34, P.R.T.C.T., at 1902.31 feet passing a City of Fort Worth monument with a brass cap, said monument being the Northeast corner of Lot 1, Block 1, WESTSIDE IV PUMP STATION ADDITION, an addition to the City of Fort Worth, Tarrant County, Texas, recorded in Cabinet A, Slide 8372, P.R.T.C.T. and continuing in all a total distance of 2,112.31 feet to a point from which a ½" iron rod bears S 86° 08' 00" E, 0.7 feet;

Thence N 89° 55' 16" W, along the South line of said Tract 1, the North line of said Lot 1, Block 1, WESTSIDE PUMP STATION, a North line of Lot 1, Block 1, EAGLE MOUNTAIN BALANCING RESERVOIR, an addition to the City of Fort Worth, Tarrant County, Texas, recorded in Cabinet A, Slide 10960, P.R.T.C.T., 250.08 feet to a ½" iron found with a cap stamped "Arthur Surveying", from which a ¾" iron found bears N 47° 54' 00" E, 3.4 feet;

Thence N 13° 09' 04" W, along a West line of said Tract 1 and an East line of said Lot 1, Block 1, EAGLE MOUNTAIN BALANCING RESERVOIR ADDITION, 406.67 feet to a 5/8" iron rod found;

Thence N 81° 26' 28" W, along a South line of said Tract 1 and the North line of said Lot 1, Block 1, EAGLE MOUNTAIN BALANCING RESERVOIR ADDITION, 1,049.91 feet to a 5/8" iron rod found, said iron rod being in the East line of a tract of land described in a deed to TXU Electric Delivery Company, recorded in Instrument Number D206031116, O.P.R.T.C.T.;

Thence N 15° 10' 54" E, along a West line of said Tract 1 and the East line of said TXU tract, 464.39 feet to a ½" iron rod found with a cap stamped "Arthur Surveying";

Thence N 33° 28' 28" W, along a West line of said Tract 1 and the East line of said TXU tract, a distance of 2,194.00 feet to a ½" iron rod found with a cap stamped "Fulton Surveying";

Thence N 27° 05' 28" E, 450.00 feet to a point, from which a ½" iron rod found with a cap stamped "Fulton Surveying" bears N 76° 35' 00" E, 2.4 feet;

## LEGAL DESCRIPTION

(Continued)

Thence N 33° 28' 28" W, 500.00 feet to a 5/8" iron rod found with a red cap;

Thence N 27° 06' 58" E, 1,235.87 feet to the Place of Beginning and containing 266.020 acres (11,587,852 sq. Ft.) of land, more or less.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.



**First American Title™**

## Commitment for Title Insurance (T-7)

ISSUED BY

**First American Title Insurance Company**

# Schedule B

GF No.: 5191857-F-TX-CP-BCK-B

### **EXCEPTIONS FROM COVERAGE**

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

1. The following restrictive covenants of record itemized below:

Any covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such covenants, conditions or restrictions violate 42 USC 3604 {c}. Restrictive covenants as described in County Clerk's File No(s).

[D212233062](#), [D212235960](#), [D213009730](#), [D213009733](#), [D213009735](#), [D213009739](#), [D213009742](#),  
[D213009745](#), [D213009748](#), [D213009751](#), [D213009754](#), [D213009757](#), [D213009762](#), [D213009765](#),  
[D213009768](#), [D213009771](#), [D213009815](#), [D213009818](#), [D213009821](#), [D213009824](#), [D213009865](#),  
[D213009868](#), [D213009871](#), [D213009874](#), [D213009877](#), [D213009880](#), [D213009883](#), [D213009886](#),  
[D213009889](#), [D213009892](#), [D213009896](#), [D213010000](#), [D213010004](#), [D213010007](#), [D213010010](#),  
[D213010014](#), [D213010017](#), [D213010020](#), [D213010023](#), [D213010026](#), [D213010029](#), [D213010165](#),  
[D213010168](#), [D213010171](#), [D213010176](#), [D213010181](#), [D213010184](#), [D213010188](#), [D213010191](#),  
[D213010194](#), [D213010198](#), [D213010202](#), [D213010205](#), [D213010208](#), [D213022659](#), [D213022662](#),  
[D213022665](#), [D213022668](#), [D213022671](#), [D213022674](#), [D213022677](#), [D213022680](#), [D213022683](#),  
[D213022688](#), [D213022691](#), [D213022695](#), [D213022698](#), [D213022701](#), [D213022704](#), [D213022707](#),  
[D213022710](#), [D213022713](#), [D213022716](#), [D213022719](#), [D213022801](#), [D213022804](#), [D213022807](#),  
[D213022810](#), [D213022813](#), [D213022817](#), [D213022821](#), [D213022825](#), [D213022829](#), [D213022832](#),  
[D213022835](#), [D213022838](#), [D213022843](#), [D213022848](#), [D213022852](#), [D213022857](#), [D213022905](#),  
[D213022910](#), [D213022914](#), [D213022917](#), [D213022920](#), [D213022923](#), [D213022926](#), [D213022929](#),  
[D213022932](#), [D213022935](#), [D213022938](#), [D213022942](#), [D213022946](#), [D213022949](#), [D213030444](#),  
[D213030447](#), [D213030450](#), [D213030453](#), [D213030456](#), [D213030459](#), [D213030462](#), [D213030465](#),  
[D213030468](#), [D213030471](#), [D213030474](#), [D213030477](#), [D213030481](#), [D213030486](#), [D213030490](#),  
[D213030494](#), [D213030525](#), [D213030530](#), [D213030535](#), [D213030538](#), [D213030541](#), [D213030544](#),  
[D213030547](#), [D213030550](#), [D213030555](#), [D213030558](#), [D213030562](#), [D213030567](#), [D213030570](#),  
[D213030573](#), [D213030576](#), [D213030579](#), [D213030582](#), [D213030585](#), [D213030588](#), [D213030669](#),  
[D213030672](#), [D213030676](#), [D213030679](#), [D213030682](#), [D213030685](#), [D213030688](#), [D213030691](#),  
[D213030695](#), [D213030698](#), [D213030701](#), [D213030704](#), [D213030758](#), [D213030763](#), [D213030766](#),  
[D213030769](#), [D213030772](#), [D213030775](#), [D213030780](#), [D213030783](#), [D213030786](#), [D213030790](#),  
[D213030793](#), [D213030797](#), [D213030800](#), [D213030804](#), [D213043536](#), [D213043539](#), [D213043542](#),  
[D213043545](#), [D213043548](#), [D213043551](#), [D213043555](#), [D213043560](#), [D213043564](#), [D213043568](#),  
[D213043571](#), [D213043575](#), [D213043579](#), [D213043582](#), [D213043585](#), [D213043589](#), [D213043592](#),  
[D213043595](#), [D213043598](#), [D213043601](#), [D213043605](#), [D213043609](#), [D213045933](#), [D213045936](#),  
[D213045940](#), [D213045943](#), [D213045948](#), [D213045952](#), [D213045955](#), [D213045958](#), [D213045961](#),  
[D213045965](#), [D213045968](#), [D213045987](#), [D213045991](#), [D213045995](#), [D213045999](#), [D213046004](#),  
[D213046008](#), [D213046011](#), [D213046015](#), [D213046018](#), [D213046021](#), [D213046024](#), [D213046192](#),  
[D213046195](#), [D213046198](#), [D213046201](#), [D213046204](#), [D213046208](#), [D213046211](#), [D213046354](#),  
[D213046357](#), [D213046361](#), [D213046364](#), [D213046367](#), [D213046372](#), [D213046375](#), [D213046378](#),  
[D213046382](#), [D213046385](#), [D213046388](#), [D213046417](#), [D213071920](#), [D213071925](#), [D213071928](#),  
[D213071931](#), [D213071934](#), [D213071937](#), [D213071940](#), [D213071943](#), [D213071946](#), [D213071949](#),

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

## SCHEDULE B

(Continued)

<a href="#">D213071952</a>	<a href="#">D213071960</a>	<a href="#">D213071964</a>	<a href="#">D213071969</a>	<a href="#">D213071972</a>	<a href="#">D213071975</a>	<a href="#">D213071978</a>
<a href="#">D213071981</a>	<a href="#">D213071984</a>	<a href="#">D213071987</a>	<a href="#">D213071990</a>	<a href="#">D213071993</a>	<a href="#">D213071996</a>	<a href="#">D213071999</a>
<a href="#">D213072002</a>	<a href="#">D213072005</a>	<a href="#">D213072088</a>	<a href="#">D213072092</a>	<a href="#">D213072095</a>	<a href="#">D213072098</a>	<a href="#">D213092097</a>
<a href="#">D213092100</a>	<a href="#">D213092103</a>	<a href="#">D213092106</a>	<a href="#">D213092109</a>	<a href="#">D213092112</a>	<a href="#">D213092115</a>	<a href="#">D213092118</a>
<a href="#">D213092121</a>	<a href="#">D213092124</a>	<a href="#">D213092127</a>	<a href="#">D213092130</a>	<a href="#">D213092133</a>	<a href="#">D213092136</a>	<a href="#">D213092139</a>
<a href="#">D213092142</a>	<a href="#">D213092145</a>	<a href="#">D213092148</a>	<a href="#">D213092151</a>	<a href="#">D213092154</a>	<a href="#">D213092157</a>	<a href="#">D213092162</a>
<a href="#">D213092165</a>	<a href="#">D213092168</a>	<a href="#">D213092172</a>	<a href="#">D213092175</a>	<a href="#">D213092179</a>	<a href="#">D213092184</a>	<a href="#">D213092187</a>
<a href="#">D213092190</a>	<a href="#">D213092193</a>	<a href="#">D213092197</a>	<a href="#">D213092200</a>	<a href="#">D213092203</a>	<a href="#">D213092207</a>	<a href="#">D213092210</a>
<a href="#">D213092213</a>	<a href="#">D213092218</a>	<a href="#">D213092222</a>	<a href="#">D213092225</a>	<a href="#">D213092229</a>	<a href="#">D213092232</a>	<a href="#">D213092235</a>
<a href="#">D213092238</a>	<a href="#">D213092241</a>	<a href="#">D213092245</a>	<a href="#">D213092248</a>	<a href="#">D213092251</a>	<a href="#">D213092254</a>	<a href="#">D213092257</a>
<a href="#">D213092260</a>	<a href="#">D213092263</a>	<a href="#">D213092268</a>	<a href="#">D213092271</a>	<a href="#">D213092274</a>	<a href="#">D213092279</a>	<a href="#">D213092283</a>
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<a href="#">D213128607</a>	<a href="#">D213128611</a>	<a href="#">D213128614</a>	<a href="#">D213128617</a>	<a href="#">D213128621</a>	<a href="#">D213128624</a>	<a href="#">D213128627</a>
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(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

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(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

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D214150218, D214150221, D214150224, D214150227, D214150232, D214150236, D214150240,  
D214150243, D214150246 and D224133240, Official Public Records of Tarrant County, Texas.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)



## SCHEDULE B

(Continued)

- b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
- c. to filled-in lands, or artificial islands, or
- d. to statutory water rights, including riparian rights, or
- e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)

- 5. Standby fees, taxes and assessments by any taxing authority for the year 2024, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2024, and subsequent years.")
- 6. The terms and conditions of the documents creating your interest in the land.
- 7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a Binder is issued.)
- 8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)
- 9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
- 10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
  - a. Rights of Parties in Possession. (OWNER POLICY ONLY)
  - b. Rights of tenants, as tenants only, under unrecorded leases or rental agreements.
  - c. Visible and apparent easements on or across property described in Schedule A.
  - d. Easement: Right-of-Way  
Recorded: October 14, 1952 in Volume 2483, Page 221, of the Deed Records, Tarrant County, Texas.
  - e. Easement: Electrical Line and right-of-way for ingress and egress  
Recorded: February 03, 1988 in Volume 9184, Page 681, of the Official Public Records, Tarrant County, Texas.

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

## **SCHEDULE B**

(Continued)

- f. Easement: Water Pipelines and Right-of-Way  
Recorded: October 25, 2005 in County Clerk's File No. D205318789, of the Official Public Records, Tarrant County, Texas.
- g. Easement: Temporary Workspace and Right-of-Way  
Recorded: March 15, 2006 in County Clerk's File No. D206076626, of the Official Public Records, Tarrant County, Texas.
- h. Mineral and/or royalty interest:  
Recorded: November 03, 2004 in County Clerk's File No. D204343518 of the Official Public Records of Tarrant County, Texas.

Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Waiver of Surface Rights contained therein.

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

## SCHEDULE B

(Continued)

i. Mineral and/or royalty interest:

Recorded: in County Clerk's File No(s). D213009732, D213009737, D213009738, D213009741, D213009744, D213009747, D213009750, D213009753, D213009756, D213009761, D213009764, D213009767, D213009770, D213009773, D213009817, D213009820, D213009823, D213009864, D213009867, D213009870, D213009873, D213009876, D213009879, D213009882, D213009885, D213009888, D213009891, D213009895, D213009898, D213010003, D213010006, D213010009, D213010013, D213010016, D213010019, D213010022, D213010025, D213010028, D213010031, D213010164, D213010167, D213010170, D213010175, D213010180, D213010183, D213010187, D213010190, D213010193, D213010197, D213010201, D213010204, D213010207, D213022661, D213022664, D213022667, D213022670, D213022673, D213022676, D213022679, D213022682, D213022687, D213022690, D213022694, D213022697, D213022700, D213022703, D213022706, D213022709, D213022712, D213022715, D213022718, D213022721, D213022803, D213022806, D213022809, D213022812, D213022816, D213022820, D213022824, D213022828, D213022831, D213022834, D213022837, D213022842, D213022847, D213022851, D213022856, D213022861, D213022909, D213022913, D213022916, D213022919, D213022922, D213022925, D213022928, D213022931, D213022934, D213022937, D213022941, D213022945, D213022948, D213022951, D213030446, D213030449, D213030452, D213030455, D213030458, D213030461, D213030464, D213030467, D213030470, D213030473, D213030476, D213030480, D213030485, D213030489, D213030493, D213030529, D213030534, D213030537, D213030540, D213030543, D213030546, D213030549, D213030554, D213030557, D213030561, D213030566, D213030569, D213030572, D213030575, D213030578, D213030581, D213030584, D213030587, D213030590, D213030668, D213030671, D213030675, D213030678, D213030681, D213030684, D213030687, D213030690, D213030694, D213030697, D213030700, D213030703, D213030757, D213030762, D213030765, D213030768, D213030771, D213030774, D213030779, D213030782, D213030785, D213030789, D213030792, D213030796, D213030799, D213030803, D213030806, D213043538, D213043541, D213043544, D213043547, D213043550, D213043554, D213043559, D213043563, D213043567, D213043570, D213043574, D213043578, D213043581, D213043584, D213043588, D213043591, D213043594, D213043597, D213043600, D213043604, D213043608, D213043612, D213045935, D213045939, D213045942, D213045947, D213045951, D213045954, D213045957, D213045960, D213045964, D213045970, D213045990, D213045994, D213045998, D213046003, D213046007, D213046010, D213046014, D213046017, D213046020, D213046023, D213046026, D213046194, D213046197, D213046200, D213046203, D213046207, D213046210, D213046214, D213046356, D213046360, D213046363, D213046366, D213046371, D213046374, D213046377, D213046381, D213046384, D213046387, D213046390, D213046391, D213071924, D213071927, D213071930, D213071933, D213071936, D213071939, D213071942, D213071945, D213071948, D213071951, D213071963, D213071968, D213071971, D213071974, D213071977, D213071980, D213071983, D213071986, D213071989, D213071992, D213071995, D213071998, D213072001, D213072004, D213072007, D213072087, D213072091, D213072094, D213072097, D213072100, D213092099, D213092102, D213092105, D213092108, D213092111, D213092114, D213092117, D213092120, D213092123, D213092126, D213092129, D213092132, D213092135, D213092138, D213092141, D213092144, D213092147, D213092150, D213092153, D213092156, D213092159, D213092164, D213092167, D213092171, D213092174, D213092178, D213092183, D213092186, D213092189, D213092192, D213092196, D213092199, D213092202, D213092206, D213092209, D213092212, D213092216, D213092221, D213092224, D213092228, D213092231, D213092234, D213092237, D213092240, D213092244, D213092247, D213092250, D213092253, D213092256, D213092259, D213092262, D213092267, D213092270, D213092273, D213092278, D213092282, D213092285, D213092288, D213092292, D213092295, D213092298,

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

## SCHEDULE B

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(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

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(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

## SCHEDULE B

(Continued)

D213245483, D213245486, D213245548, D213245551, D213245554, D213245557, D213245560, D213245564, D213245567, D213245570, D213245573, D213245576, D213245580, D213245583, D213245587, D213245711, D213245714, D213245718, D213245721, D213245724, D213245727, D213245730, D213245733, D213245736, D213245740, D213245745, D213245748, D213245751, D213245755, D213256356, D213256359, D213256362, D213256365, D213256369, D213256374, D213256379, D213256461, D213256464, D213256468, D213256471, D213256476, D213256479, D213256482, D213256485, D213256488, D213256491, D213264290, D213264294, D213264297, D213264300, D213264303, D213264307, D213264311, D213264314, D213264317, D213264320, D213264324, D213264329, D213264332, D213264335, D213264339, D213264343, D213264346, D213264366, D213264369, D213264373, D213264376, D213264380, D213264383, D213264386, D213264389, D213264392, D213264396, D213264400, D213264403, D213264406, D213264411, D213264496, D213264499, D213264502, D213264507, D213264511, D213264514, D213264517, D213264520, D213264524, D213264529, D213289629, D213289632, D213289635, D213289638, D213289641, D213289644, D213289647, D213289650, D213289653, D213289656, D213289659, D213289662, D213289667, D213289670, D213300088, D213300091, D213300096, D213300100, D213300104, D213300108, D213300111, D213300114, D213300117, D213300120, D213300123, D213300127, D213316138, D213316141, D213316144, D213316147, D213316151, D213316156, D213316160, D214017323, D214027480, D214027483, D214027486, D214027489, D214027492, D214027496, D214027500, D214027505, D214027508, D214027511, D214027514, D214027519, D214027523, D214027543, D214027546, D214027549, D214027552, D214027555, D214027559, D214027562, D214027566, D214027569, D214027574, D214027577, D214027580, D214027583, D214027587, D214027591, D214027626, D214027631, D214027636, D214027641, D214027644, D214027647, D214027651, D214027654, D214027657, D214027661, D214034663, D214034666, D214034669, D214034672, D214034676, D214034681, D214034684, D214034687, D214034691, D214034697, D214034701, D214034705, D214034708, D214034711, D214034714, D214034849, D214034852, D214034856, D214034860, D214034863, D214034868, D214034873, D214034876, D214034879, D214034882, D214034885, D214034888, D214034891, D214034894, D214034898, D214038104, D214038108, D214038111, D214038114, D214038117, D214038120, D214038123, D214038126, D214038129, D214038133, D214038136, D214038139, D214038143, D214049975, D214049980, D214049986, D214049989, D214049992, D214049996, D214050000, D214050003, D214050007, D214050010, D214050013, D214050016, D214050020, D214050023, D214050117, D214050123, D214050127, D214050130, D214050135, D214055523, D214055528, D214066165, D214066168, D214066172, D214066176, D214066180, D214066183, D214066188, D214066350, D214066355, D214066359, D214066363, D214066368, D214066371, D214066375, D214066378, D214066381, D214075537, D214077168, D214108308, D214108311, D214108316, D214108320, D214108325, D214108330, D214108334, D214108338, D214118582, D214118586, D214118589, D214118593, D214118596, D214118599, D214118602, D214118605, D214118608, D214118611, D214118644, D214118647, D214118650, D214118655, D214118660, D214118663, D214118667, D214118670, D214118681, D214118684, D214118687, D214118691, D214118694, D214118697, D214118700, D214118703, D214118708, D214123987, D214123992, D214123995, D214123998, D214124002, D214124005, D214124008, D214124013, D214124016, D214124021, D214124026, D214124029, D214124032, D214124036, D214124041, D214124046, D214124050, D214124054, D214124058, D214124063, D214143175, D214150220, D214150223, D214150226, D214150231, D214150235, D214150239, D214150242, D214150245 and D214150248 of the Official Public Records of Tarrant County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

## SCHEDULE B

(Continued)

- j. Mineral and/or royalty interest:  
Recorded: July 18, 2024 in County Clerk's File No. D224126701 of the Official Public Records of Tarrant County, Texas.  
Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
- k. Mineral and/or royalty interest:  
Recorded: July 29, 2024 in County Clerk's File No. D224133239 of the Official Public Records of Tarrant County, Texas.  
Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
- Waiver of Surface Rights contained therein.
- l. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- m. Terms, Conditions and Stipulations in the Agreement:  
Recorded: November 03, 2004 in County Clerk's File No. D204343519, Official Records, Tarrant County, Texas.  
Type: Pipeline and Access Easement Agreement
- Amendment to Pipeline and Access Easement Agreement as recorded on October 25, 2005 in County Clerk's File No. D205318790, Official Public Records of Tarrant County, Texas.
- n. Terms, Conditions and Stipulations in the Agreement:  
Recorded: August 16, 2010 in County Clerk's File No(s). D210198475 and D210198477, Official Records, Tarrant County, Texas.  
Type: Memorandum of Surface Use Agreement and Subsurface Easement
- o. Terms, Conditions and Stipulations in the Agreement:  
Recorded: October 19, 2010 in County Clerk's File No. D210258325, Official Records, Tarrant County, Texas.  
Type: Permanent Easement Agreement
- p. Terms, Conditions and Stipulations in the Agreement:  
Recorded: December 02, 2010 in County Clerk's File No. D210297299, Official Records, Tarrant County, Texas.  
Type: Permanent Easement Agreement
- q. Terms, Conditions and Stipulations in the Agreement:  
Recorded: January 22, 2019 in County Clerk's File No. D219012418, Official Records, Tarrant County, Texas.  
Type: Memorandum of Contract Encumbering Real Property
- r. Inclusion within Tarrant Regional Water District.

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)

## SCHEDULE B

(Continued)

- s. Any titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments or other entities,
- 1) to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - 2) to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - 3) to filled-in lands, or artificial islands, or
  - 4) to statutory water rights, including riparian rights, or
  - 5) to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across the area. (MORTGAGEE POLICY ONLY)

- t. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.

- u. Lack of a right of access to and from the land. Insuring provision Number 4 is hereby deleted. (OWNER POLICY ONLY)
- v. Lack of a right of access to and from land. Insuring provision Number 3 is hereby deleted. (MORTGAGEE POLICY ONLY)

(This Schedule B is valid only when Cover, Schedule A, C and D are attached)



 <b>First American Title™</b>	<b>Commitment for Title Insurance (T-7)</b>
<b>Schedule C</b>	ISSUED BY <b>First American Title Insurance Company</b>

GF No.: 5191857-F-TX-CP-BCK-B

Your Policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.
6. We require the execution of an Affidavit as to Debts and Liens by the record owners on the form promulgated by the Title Company.
7. We must be furnished with the Trust Agreement of THE HILLS OF WINDRIDGE Trust. Additional requirements may be made upon examination of said agreement.

IT IS NECESSARY THAT A COPY OF THE COMPLETE AGREEMENT OR A CERTIFICATION OF TRUST PURSUANT TO SECTION 114.086 OF THE TEXAS PROPERTY CODE, IN A FORM SATISFACTORY TO THE COMPANY, BE REVIEWED BY THE EXAMINATION DEPARTMENT. UPON REVIEW OF IT, EXAMINATION WILL MAKE EXACT REQUIREMENTS FOR THE CONVEYANCING OR MORTGAGING OF TRUST PROPERTY AS THEY PERTAIN TO THE FILE.

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

## **SCHEDULE C**


(Continued)

8. Closer must be furnished with a Corporate Resolution of the Board of Directors of TARRANT REGIONAL WATER DISTRICT, A WATER CONTROL AND IMPROVEMENT DISTRICT, A BODY POLITIC AND CORPORATE UNDER THE LAWS OF TEXAS, authorizing the transaction and naming the officers authorized to execute the necessary documents.

NOTE: Closer should be satisfied as to the corporate status of said corporation and that same is in good standing.

9. Furnish the names of the parties to be insured herein. Upon receipt of same, the company may have additional requirements.
10. Furnish a Category 1A survey of the property to be prepared by a Registered Public Surveyor acceptable to this Company. When same is submitted to the Title Department for inspection and approval, additional exceptions and/or requirements may be added.

(This Schedule C is valid only when Cover, Schedule A, B and D are attached)

 <div> <div>First American Title™</div> </div>	<div>Commitment for Title Insurance (T-7)</div> <div>ISSUED BY</div> <div>First American Title Insurance Company</div>
<div>Schedule D</div>	

File No.: 5191857-F-TX-CP-BCK-B

The following disclosures are made pursuant to Procedural Rule P-21 promulgated by the Texas Department of Insurance:

**UNDERWRITER:** First American Title Insurance Company, a Nebraska Corporation.

Shareholder owning or controlling, directly or indirectly, ten percent or more of the share of the Underwriter: First American Title Insurance Company is a wholly owned subsidiary of First American Title Insurance Company, a public Company formed in Nebraska.

Directors: Kenneth D. DeGiorgio, Kurt P. Pfothenhauer, Lisa W. Cornehl, Mark E. Seaton, David J. Proksel.

Officers: President, Chief Executive Officer: Kenneth D. DeGiorgio; Senior Vice President, Secretary: Lisa W. Cornehl; Chief Financial Officer: Mark E. Seaton.

**AGENT:** Kensington Vanguard National Land Services of TX, LLC

As to Kensington Vanguard National Land Services of TX, LLC(title insurance agent), the following disclosures are made:

- a. The names of each shareholding, owner, partner or other person having, owing or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Kensington Vanguard Holdings, LLC
- b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: McGriff Insurance Services, LLC
- c. The following persons are officers and directors of the Title Insurance Agent: NA

You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium\* is:

Owner's Policy	\$ 0.00
Loan Policy	\$ 0.00
Endorsement Charges	\$ 0.00
Other	\$ 0.00
Total	\$ 0.00

Of this total amount \$0 will be paid to the policy issuing Title Insurance Company; \$0 will be retained by the Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services
\$0	First American Title Insurance Company	Title Evidence

"\*\*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

(This Schedule D is valid only when cover, Schedule A, B and C are attached)



*First American Title™*

## **First American Title Insurance Company**

### **Commitment for Title Insurance Form (T-7)**

#### **DELETION OF ARBITRATION PROVISION**

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

**Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.**

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is **\$2,000,000** or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of **\$2,000,000** shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

# PRIVACY POLICY

## **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

## **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. We have also adopted broader guidelines that govern our use of personal information regardless of its source.

**Types of Information** Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms or in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliate companies, or others; and
- Information we receive from a consumer reporting agency.

## **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliate companies, or to other financial institutions with whom we or our affiliate companies have joint marketing agreements.

## **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

## **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

# APPENDIX I

# CAVAZOS HENDRICKS POIROT, P.C.

ANNE ELIZABETH BURNS  
ARNALDO (Arnie) N. CAVAZOS, JR.  
CHARLES B. HENDRICKS  
STEVEN T. HOLMES  
ROD L. POIROT  
MICHAEL W. SEBESTA

**ATTORNEYS AT LAW**  
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JOHN DEE SPICER  
\*LYNDEL ANNE VARGAS  
\*\*ALEX VASQUEZ  
CHRISTOPHER J. VOLKMER  
EMILY S. WALL

\* Also licensed in Florida & New York  
\*\* Of Counsel

SENDER'S INFORMATION:  
[sholmes@chfirm.com](mailto:sholmes@chfirm.com)  
(214) 573-7305

January 27, 2025

**VIA OVERNIGHT MAIL AND  
FACSIMILE TO 866.699.0618**

JPMorgan Chase  
Mail Code LA4-7200  
700 Kansas Lane  
Monroe, LA 71203

*Re: Request to freeze Debtor accounts*

To Whom It May Concern:

This firm represents Alvarez & Marsal Canada Inc., in its capacity as the duly authorized foreign representative and monitor (the “**Monitor**”) under the terms of that certain *CCAA Initial Order* (the “**CCAA Initial Order**”) entered on November 14, 2024 against, Fossil Creek A2A Developments, LLC (“**Fossil Creek LLC**”), and Windridge A2A Developments, LLC (“**Windridge LLC**”), and their debtor affiliates (collectively, the “**Debtors**”)¹ in a proceeding pending under Canada’s Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36 (as amended, the “**CCAA**”) in the Court of King’s Bench of Alberta, Judicial Centre of Calgary (the “**Canadian Proceeding**”). Reference is also made to the chapter 15 bankruptcy cases commenced by the Monitor on November 20, 2024 on behalf of Fossil Creek LLC, Windridge LLC and the other Debtors and jointly administered as *In re Fossil Creek A2A Limited Partnership, et al.*, Case No. 24-44299-elm (the “**Chapter 15 Case**”), in the United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”). On December 20, 2024, the Bankruptcy Court entered an *Order Granting Recognition of Foreign Main Proceedings and Additional Relief* (the “**Recognition Order**”). Copies of the CCAA Initial Order and the Recognition Order are attached hereto as Appendix “A” and Appendix “B” respectively. For more information regarding the Canadian Proceeding and the Chapter 15 Case please visit the Monitor’s website at: <https://www.alvarezandmarsal.com/A2A>.

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¹ The Debtors are: A2A Developments Inc.; Hills of Windridge A2A GP Inc.; Windridge A2A Developments, LLC; Fossil Creek A2A GP Inc.; Fossil Creek A2A Developments, LLC; Serene Country Homes (Canada) Inc.; A2A Capital Services Canada Inc.; Fossil Creek A2A Limited Partnership; Hills of Windridge A2A LP; Fossil Creek A2A Trust; and Hills of Windridge A2A Trust.

Under the express terms of the CCAA Initial Order, the Monitor is empowered to exercise the management and control of each of the Debtors. The CCAA Initial Order also provides that any and all current and former directors and officers of the Debtor Companies must cooperate with the Monitor, and

shall have no further power or authority to manage or direct the Debtor Companies including, but not limited to, the power to direct the sale, transfer or other disposition of the Property or Business on behalf of the Debtor Companies, or incur any obligations on behalf of the Debtor Companies.

The Recognition Order gives full force and effect to the CCAA Initial Order with respect to each of the Debtors and their property located in the United States. The Recognition Order also makes the automatic stay under 11 U.S.C. § 362(a) applicable to the Debtors and their property within the United States, and thus enjoins, *inter alia*, “any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate.” 11 U.S.C. § 362(a)(3). Consistent with the terms of the CCAA Initial Order, the Recognition Order further designated the Monitor as “the representative of each of the Debtors with full authority to administer the Debtors’ assets and affairs in the United States.”

The Monitor has learned that Fossil Creek LLC, as general partner, recently caused Trails of Fossil Creek Properties LP (the “**Fossil Creek Transfer LP**”) to open and maintain a bank account with JPMorgan Chase Bank, N.A. (d/b/a “**Chase Bank**”) in the State of Texas and that Windridge LLC, as general partner, recently caused Hills of Windridge LP (the “**Windridge Transfer LP**”) to open and maintain a bank account with Chase Bank in the State of Texas. The Monitor has reason to believe that the monies being held by Chase Bank for Fossil Creek Transfer LP and Windridge Transfer LP are the proceeds of the sale of certain real property, which is owned, legally or beneficially, by one or more of the Debtors in the Canadian Proceeding and Chapter 15 Case.

As required under the terms of the CCAA Initial Order and the Recognition Order, Allan Lind and all other officers, directors, managers, or authorized signatories of Fossil Creek LLC and Windridge LLC have no further power or authority to manage Fossil Creek LLC or Windridge LLC or any entity that they may be empowered to manage or direct through Fossil Creek LLC or Windridge LLC, including the Fossil Creek Transfer LP and the Windridge Transfer LP

Consequently, the Monitor writes to request that you immediately freeze all withdrawals and transfers from any and all accounts held by Chase Bank and owned by any of the following, pending a resolution of all disputes over the ownership of their contents:



1. Fossil Creek A2A Developments, LLC;
2. Windridge A2A Developments, LLC;
3. Trails of Fossil Creek Properties LP; and
4. Hills of Windridge LP.

Furthermore, the Monitor requests that you produce any and all account numbers, account balances and account statements relating to any accounts held by Chase Bank and owned by the above entities or any of the other Debtors.

Please provide the Monitor with written confirmation of your compliance with the above noted requests by contacting the undersigned, or directly by e-mail to Orest Konowalchuk ([okonowalchuk@alvarezandmarsal.com](mailto:okonowalchuk@alvarezandmarsal.com)).

Should you have any questions or concerns with respect to the foregoing requests, we invite you to contact the undersigned, the Monitor or the Monitor's Canadian Counsel by email or phones as follows:

**Steven T. Holmes, Cavazos Hendricks Poirot, P.C.**

Phone: 214-573-7305

Email: [sholmes@chfirm.com](mailto:sholmes@chfirm.com)

Jeffery Oliver, **Cassels, Brock & Blackwell LLP**

Phone: 403 351 2921

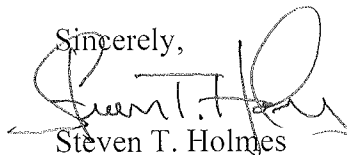
Email: [joliver@cassels.com](mailto:joliver@cassels.com)

Orest Konowalchuk, Alvarez & Marsal Canada Inc.

Phone: 403 538 4736

Email: [okonowalchuk@alvarezandmarsal.com](mailto:okonowalchuk@alvarezandmarsal.com)

Thank you for your cooperation.

Sincerely,  
  
Steven T. Holmes

#### Attachments

cc: Jeffery Oliver (by email: [joliver@cassels.com](mailto:joliver@cassels.com))  
Orest Konowalchuk (by email: [okonowalchuk@alvarezandmarsal.com](mailto:okonowalchuk@alvarezandmarsal.com))  
Keith M. Aurzada (by e-mail: [kaurzada@reedsmith.com](mailto:kaurzada@reedsmith.com))  
Michael P. Cooley (by email: [mpcooley@reedsmith.com](mailto:mpcooley@reedsmith.com))  
Duncan MacRae (by email: [dmacrae@alvarezandmarsal.com](mailto:dmacrae@alvarezandmarsal.com))

COURT FILE NUMBER 2401-15969  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY



IN THE MATTER OF THE *COMPANIES' CREDITORS*  
*ARRANGEMENT ACT*, RSC 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF THE COMPROMISE OR  
ARRANGEMENT OF ANGUS A2A GP INC., ANGUS MANOR  
PARK A2A GP INC., ANGUS MANOR PARK A2A CAPITAL  
CORP., ANGUS MANOR PARK A2A DEVELOPMENTS INC.,  
HILLS OF WINDRIDGE A2A GP INC., WINDRIDGE A2A  
DEVELOPMENTS, LLC, FOSSIL CREEK A2A GP INC., FOSSIL  
CREEK A2A DEVELOPMENTS, LCC, A2A DEVELOPMENTS INC.,  
SERENE COUNTRY HOMES (CANADA) INC. and A2A CAPITAL  
SERVICES CANADA INC.

**DOCUMENT**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION  
OF PARTY  
FILING THIS  
DOCUMENT

**CCAA INITIAL ORDER**

Fasken Martineau DuMoulin LLP  
3400, 340 7<sup>th</sup> Avenue SW  
Calgary, AB T2P 3N9

**Attention:** Robyn Gurofsky / Kaitlyn Wong  
**Telephone:** (403) 261-9469  
**Email:** rgurofsky@fasken.com / kwong@fasken.com  
**File No.** 321102-00017

I hereby certify this to be a true copy of  
the original and

Dated this 14 day of November  
2024

for Clerk of the Court

**DATE ON WHICH ORDER WAS PRONOUNCED:**

November 14, 2024

**LOCATION WHERE ORDER WAS PRONOUNCED:**

Calgary, Alberta

**JUSTICE WHO MADE THIS ORDER:**

The Honourable Justice C. Feasby

**UPON** the application of Michael Edwards, Paul Lauzon, Isabelle Brousseau, Pat Wedlund and Brian Richards (the “**Applicant Investors**”); **AND UPON** having read the Originating Application, the Affidavit of Michael Edwards sworn on November 12, 2024, the Affidavit of Paul Lauzon sworn on November 12, 2024, the Affidavit of Isabelle Brousseau, sworn November 8, 2024, the Affidavit of Pat Wedlund, sworn November 12, 2024, the Affidavit of Brian Richards, sworn November 12, 2024 and the Affidavit of Kim Picard sworn November 12, 2024; **AND UPON** reading the consent of Alvarez & Marsal Canada Inc. (“**A&M**”) to act as Monitor (in such capacity, the “**Monitor**”) with enhanced powers; **AND UPON** being advised that the interested parties who are likely to be affected by the charges created herein have been provided notice of this application; **AND UPON** hearing counsel for the Applicant Investors and Counsel for the proposed Monitor and any other party in attendance; **AND UPON** reading the Pre-Filing Report of A&M, in its capacity as proposed Monitor with enhanced powers for (together, the “**Debtor Companies**”); **IT IS HEREBY ORDERED AND DECLARED THAT:**

#### **SERVICE**

1. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today.

#### **APPLICATION**

2. Angus A2A GP Inc., Angus Manor Park A2A GP Inc., Angus Manor Park A2A Capital Corp., Angus Manor Park A2A Developments Inc., Hills of Windridge A2A GP Inc., Windridge A2A Developments, LLC, Fossil Creek A2A GP Inc., Fossil Creek A2A Developments, LLC, A2A Developments Inc., Serene Country Homes (Canada) Inc., and A2A Capital Services Canada Inc. (together, the “**Debtor Companies**”) are companies to which the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36 (the “**CCAA**”) applies.

#### **AFFILIATED ENTITIES**

3. Angus A2A Limited Partnership, Angus Manor A2A Limited Partnership, Hills of Windridge A2A LP, Hills of Windridge A2A Trust, Fossil Creek A2A Limited Partnership,

and Fossil Creek A2A Trust (together the “**Affiliated Entities**”) are integrally related to the Debtor Companies’ business and the Applicant Investors’ interests, and are hereby granted and shall have the same benefit, protections and authorizations provided to the Debtor Companies in this Order, and all the property and business of the Affiliated Entities shall henceforth be deemed to be the Property and Business (each as defined in paragraph 9 hereof) of the Debtor Companies, notwithstanding that none of these entities are a “company” pursuant to the CCAA.

#### **CORPORATE REVIVAL**

4. The Alberta Corporate Registrar is hereby directed to temporarily revive the corporate bodies of Angus A2A GP Inc., Angus Manor Park A2A GP Inc. and Fossil Creek A2A GP Inc. (together the “**Alberta Struck Companies**”) for the limited purpose of facilitating these CCAA proceedings.
5. The Director of the federal Corporate Registrar is hereby directed to temporarily revive the corporate body of A2A Capital Services Canada Inc. (together with the “**Alberta Struck Companies**”, the “**Struck Companies**”) for the limited purpose of facilitating these CCAA proceedings.
6. The temporary revival of the Struck Companies shall expire upon the termination of the within CCAA proceedings, unless otherwise ordered by this Honourable Court.
7. The Monitor, in addition to its prescribed rights and obligations under the CCAA and this Order, is authorized and directed to execute all documents necessary for the purpose of reviving the Struck Companies and the Struck Companies are hereby relieved of any obligation to file delinquent and future annual returns.

#### **PLAN OF ARRANGEMENT**

8. The Debtor Companies, under the direction of the Monitor, shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (a “**Plan**”).



## POSSESSION OF PROPERTY AND OPERATIONS

9. The Monitor shall exercise the management and control of the Debtor Companies, and on behalf of the Debtor Companies, shall:

- (a) permit the Debtor Companies to remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**");
- (b) subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of its business (the "**Business**") and Property; and
- (c) be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.
- (d) be entitled to continue to utilize the central cash management system currently in place or, with the consent of the Monitor, replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System (i) shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Debtor Companies, through the Monitor, of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, (ii) shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Debtor Companies, pursuant to the terms of the documentation applicable to the Cash Management System, and (iii) shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

10. To the extent permitted by law, the Monitor on behalf of the Debtor Companies shall, be entitled but not required to make the following advances or payments of the following expenses, incurred prior to or after this Order:
  - (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
  - (b) the reasonable fees and disbursements of any Assistants retained or employed by the Debtor Companies or the Monitor on behalf of the Debtor Companies, in respect of these proceedings, at their standard rates and charges, including for periods prior to the date of this Order.
11. Except as otherwise provided to the contrary herein, the Monitor on behalf of the Debtor Companies shall be entitled but not required to pay all reasonable expenses incurred by the Debtor Companies in carrying out the provisions of this Order, which shall include, without limitation:
  - (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance, maintenance and security services; and
  - (b) payment for goods or services actually supplied to the Debtor Companies following the date of this Order.
12. The Monitor, on behalf of the Debtor Companies shall remit, in accordance with legal requirements, or pay:
  - (a) any statutory deemed trust amounts in favour of the Crown in Right of Canada or of any Province thereof or any other taxation authority that are required to be deducted from employees' wages, including, without limitation, amounts in respect of:
    - (i) employment insurance,
    - (ii) Canada Pension Plan, and

- (iv) income taxes,  
but only where such statutory deemed trust amounts arise after the date of this Order, or are not required to be remitted until after this Order, unless otherwise ordered by the Court;
  - (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Debtor Companies in connection with the sale of goods and services by the Debtor Companies, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
  - (c) any amount payable to the Crown in Right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and that are attributable to or in respect of the carrying on of the Business by the Debtor Companies.
13. Until such time as a real property lease is disclaimed or resiliated in accordance with the CCAA, the Monitor, on behalf of the Debtor Companies may pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated by the Monitor, on behalf of the Debtor Companies, from time to time for the period commencing from and including the date of this Order ("**Rent**"), but shall not pay rent in arrears.
14. Except as specifically permitted in this Order, the Monitor on behalf of the Debtor Companies is hereby directed, until further order of this Court:
- (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Debtor Companies to any of its creditors as of the date of this Order;

- (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and
- (c) not to grant credit or incur liabilities except in the ordinary course of the Business.

## RESTRUCTURING

15. The Monitor, on behalf of the Debtor Companies shall, subject to such requirements as are imposed by the CCAA have the right to:

- (a) permanently or temporarily cease, downsize or shut down any portion of its business or operations and to dispose of redundant or non-material assets not exceeding **\$500,000** in any one transaction or **\$1,000,000** in the aggregate, provided that any sale that is either (i) in excess of the above thresholds, or (ii) in favour of a person related to any of the Debtor Companies (within the meaning of section 36(5) of the CCAA), shall require authorization by this Court in accordance with section 36 of the CCAA;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate on such terms as may be agreed upon between the Monitor, on behalf of the Debtor Companies and such employee, or failing such agreement, to deal with the consequences thereof in the Plan
- (c) disclaim or resiliate, in whole or in part, their arrangements or agreements of any nature whatsoever with whomsoever, whether oral or written, as the Monitor on behalf of the Debtor Companies deems appropriate, in accordance with section 32 of the CCAA; and
- (d) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Monitor, on behalf of the Debtor Companies, to proceed with an orderly restructuring of the Business (the "**Restructuring**").



16. The Monitor, on behalf of the Debtor Companies, shall provide each of the relevant landlords with notice of the Debtor Companies' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal. If the landlord disputes the Debtor Companies' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Monitor on behalf of the Debtor Companies, or by further order of this Court upon application by the Monitor on behalf of the Debtor Companies on at least two (2) days' notice to such landlord and any such secured creditors. If the Monitor, on behalf of the Debtor Companies disclaim or resiliate the lease governing such leased premises in accordance with section 32 of the CCAA, they shall not be required to pay Rent under such lease pending resolution of any such dispute other than Rent payable for the notice period provided for in section 32(5) of the CCAA, and the disclaimer or resiliation of the lease shall be without prejudice to the Debtor Companies' claim to the fixtures in dispute.
17. If a notice of disclaimer or resiliation is delivered by the Monitor on behalf of the Debtor Companies pursuant to section 32 of the CCAA, then:
  - (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Monitor, on behalf of the Debtor Companies 24 hours' prior written notice; and
  - (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Debtor Companies in respect of such lease or leased premises and such landlord shall be entitled to notify the Monitor, on behalf of the Debtor Companies of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation

to mitigate any damages claimed in connection therewith.

## **NO PROCEEDINGS AGAINST THE DEBTOR COMPANIES OR THE PROPERTY**

18. Until and including November 24, 2024, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Debtor Companies, the Affiliated Entities or the Monitor, or affecting the Business or the Property, except with leave of this Court, and any and all Proceedings currently under way against or in respect of the Debtor Companies or the Affiliated Entities, or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court.

## **NO EXERCISE OF RIGHTS OR REMEDIES**

19. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**"), whether judicial or extra-judicial, statutory or non-statutory against or in respect of the Debtor Companies, the Affiliated Entities or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided that nothing in this Order shall:
- (a) empower the Debtor Companies to carry on any business that the Debtor Companies are not lawfully entitled to carry on;
  - (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by section 11.1 of the CCAA;
  - (c) prevent the filing of any registration to preserve or perfect a security interest;
  - (d) prevent the registration of a claim for lien; or
  - (e) exempt the Debtor Companies from compliance with statutory or regulatory provisions relating to health, safety or the environment.

20. Nothing in this Order shall prevent any party from taking an action against the Debtor Companies or the Affiliated Entities where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Monitor at the first available opportunity.

### **NO INTERFERENCE WITH RIGHTS**

21. During the Stay Period, no person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor Companies or the Affiliated Entities except with the written consent of the Monitor on behalf of the Debtor Companies, or leave of this Court.

### **CONTINUATION OF SERVICES**

22. During the Stay Period, all persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
  - (b) oral or written agreements or arrangements with the Debtor Companies or the Affiliated Entities, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Business, the Debtor Companies or the Affiliated Entities;

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Debtor Companies or Affiliated Entities or exercising any other remedy provided under such agreements or arrangements. The Debtor Companies and Affiliated Entities shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Debtor Companies in accordance with the payment practices of the Debtor



Companies, or such other practices as may be agreed upon by the supplier or service provider and each of the Monitor on behalf of the Debtor Companies and the Affiliated Entities, or as may be ordered by this Court.

### **NON-DEROGATION OF RIGHTS**

23. Nothing in this Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any person, other than the Interim Lender where applicable, be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Debtor Companies.

### **CANADIAN REPRESENTATIVE COUNSEL**

24. Fasken Martineau DuMoulin LLP ("**Canadian Rep Counsel**") is hereby appointed as counsel for all Canadian investors in the Business and Property of the Debtor Companies and the Affiliate Entities, including without limitation, the Applicant Investors (the "**Canadian Investors**") in these proceedings, any proceedings under the CCAA or the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") or in any other proceeding respecting the insolvency of the Debtor Companies that may be brought before this Court (collectively, the "**Insolvency Proceedings**"), for any issue affecting the Canadian Investors.
25. Canadian Rep Counsel shall be entitled but not required to commence the process of identifying no more than five (5) Canadian Investors to be nominated as Court-appointed representatives (the "**Canadian Representatives**") pursuant to a further Order of this Honourable Court, as soon as practicable. The Canadian Representatives, once appointed, shall represent the Canadian Investors in the Insolvency Proceedings, including without limitation, for the purpose of settling or compromising claims by the Canadian Investors in the within CCAA proceedings.

### **NON-CANADIAN REPRESENTATIVE COUNSEL**

26. Norton Rose Fulbright Canada LLP ("**Offshore Rep Counsel**" and together with Canadian Representative Counsel, "**Investor Counsel**") is hereby appointed as counsel for all non-Canadian investors in the Business and Property of the Debtor Companies (the "**Offshore Investors**") in the Insolvency Proceedings, for any issue affecting the Offshore Investors.
27. Offshore Rep Counsel shall be entitled but not required commence the process of identifying no more than five (5) Offshore Investors to be nominated as Court-appointed representatives (the "**Offshore Representatives**") pursuant to a further Order of this Honourable Court, as soon as practicable. The Offshore Representatives, once appointed, shall represent the Offshore Investors in the Insolvency Proceedings, including without limitation, for the purpose of settling or compromising claims by the Offshore Investors in the within CCAA proceedings.

#### **DIRECTORS AND OFFICERS**

28. All current and former directors and officers of the Debtor Companies shall have no further power or authority to manage or direct the Debtor Companies including, but not limited to, the power to direct the sale, transfer or other disposition of the Property or Business on behalf of the Debtor Companies, or incur any obligations on behalf of the Debtor Companies.
29. All of the current and former directors, officers, shareholders and Assistants of the Debtor Companies and all other persons acting on the instruction or behalf of any of the foregoing having notice of this Order shall and are hereby directed to co-operate with and provide the Monitor with reasonable access to the books and records of the Debtor Companies and Affiliate Entities.

#### **APPOINTMENT OF MONITOR**

30. A&M is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property, Business, and financial affairs of the Debtor Companies with the powers and obligations set out in the CCAA or set forth herein and that the Debtor

Companies and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Debtor Companies pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

31. The Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Debtor Companies' receipts and disbursements, Business and dealings with the Property;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein and immediately report to the Court if in the opinion of the Monitor there is a material adverse change in the financial circumstances of the Debtor Companies;
- (c) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form and other financial documents of the Debtor Companies to the extent that is necessary to adequately assess the Property, Business, and financial affairs of the Debtor Companies or to perform its duties arising under this Order;
- (d) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;
- (e) hold funds in trust or in escrow, to the extent required, to facilitate settlements between the Debtor Companies and any other Person; and
- (f) perform such other duties as are required by this Order or by this Court from time to time.

32. Without in any way limiting the powers and duties of the Monitor otherwise set out herein or in the CCAA, the Monitor is hereby empowered and authorized, but not obligated, to do

any of the following in the name of and on behalf of the Debtor Companies and the Affiliated Entities, where the Monitor considers it necessary or desirable:

- (a) take any and all actions and steps to manage, operate and carry on the Business, including, without in any way limiting the generality of the foregoing:
  - (i) any actions or steps the Monitor considers necessary or desirable to proceed with an orderly restructuring or liquidation of the Business;
  - (ii) any and all steps of the Debtor Companies authorized by this Order and any other Order made in these proceedings, including making distributions or payments;
  - (iii) permanently or temporarily ceasing, downsizing or shutting down any of the Debtor Companies operations;
  - (iv) terminating the employment of or temporarily laying off employees of the Debtor Companies;
  - (v) preparing a Plan on behalf of the Debtor Companies;
  - (vi) entering into any agreements;
  - (vii) settling, extending or compromising any indebtedness owing to or by the Debtor Companies;
  - (viii) engaging and instructing Assistants from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Monitor's powers and duties, including those conferred by this Order
  - (ix) purchasing or leasing machinery, equipment, inventories, supplies, premises or other assets to continue the Business, or any part or parts thereof;
  - (x) initiating, prosecuting and continuing the prosecution of any and all proceedings and defending all proceedings now pending or hereafter instituted with respect to the Debtor Companies, the Business, the Property

or the Monitor and to settle or compromise any such proceeding;

- (xi) exercising any rights of the Debtor Companies;
  - (xii) applying for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and in the name of the Debtor Companies;
  - (xiii) taking any and all corporate governance actions for the Debtor Companies; and
  - (xiv) providing instruction and direction to the Assistants of the Debtor Companies;
- (b) preserve, protect and exercise control over the Property, or any parts thereof, including, without in any way limiting the generality of the foregoing to:
- (i) receive, collect and exercise control over all monies and accounts held by or owing to the Debtors, including any proceeds of the sale of any of the Property;
  - (ii) exercise all remedies of the Debtor Companies in collecting monies owed or hereafter owing to the Debtor Companies and to enforce any security held by the Debtor Companies;
  - (iii) execute, assign, issue and endorse documents of whatever nature in respect of any of the Property for any purpose pursuant to this Order; and
  - (iv) market, sell, convey, transfer, lease or assign the Property or any part of parts of the Property out of the ordinary course of business, including running a sales solicitation process without the approval of this Court, in respect of any one transaction not exceeding [\$500,000] or [\$1,000,000] in the aggregate and with the approval of this Court in respect of any other transaction;



- (c) to report to, meet with and discuss with such affected persons as the Monitor deems appropriate on all matters relating to the Business and the Property, and to share information, subject to such terms as to confidentiality as the Monitor deems advisable;
  - (d) oversee and direct the preparation and dissemination of financial and other information of the Debtor Companies in these proceedings, including cash flow statements; and
  - (e) perform such other duties or take any steps reasonably incidental to the exercise of these powers and in each case where the Monitor takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other persons, including the Debtor Companies and without interference from any other person.
33. The Monitor is not and shall not, for any purposes, be deemed to be a principal, director, officer, or employee of the Debtor Companies.
34. Nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of any of the Debtor Companies within the meaning of any relevant legislation, regulation, common law, or rule of law or equity. For greater clarity, any distribution to creditors of any of the Debtor Companies administered by the Monitor on behalf of any of the Debtor Companies will be deemed to have been made by any of the Debtor Companies, themselves.
35. The Monitor is not and shall not for the purposes of the *Income Tax Act* (Canada) (“**ITA**”) be deemed to be a legal representative or person to whom s. 150(3) of that Act applies.
36. The Monitor is not, and shall not be deemed, to be the owner of the Property for any purpose and nothing in this Order shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might be cause or contribute to a spill, discharge, release or deposit of a

substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the Canadian Environmental Protection Act or any other provincial or federal regulations in Canada or internationally (“**Environmental Legislation**”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation.

37. The Monitor shall provide any creditor of the Debtor Companies, including the Interim Lender, with information provided by the Debtor Companies in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Debtor Companies is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Debtor Companies may agree.
38. In addition to the rights and protections afforded the Monitor under the CCAA or as an Officer of this Court, the Monitor shall incur no liability or obligation, in its personal or corporate capacity, as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation. For greater certainty, The Monitor is not and shall not be deemed to incur liability for any act or omission of the Debtor Companies, including, without limitation, in relation to the payment of and/or accounting for any taxes (including, without limitation, any taxes, duties, fees, premiums, assessment, imposts, levies and other similar charges taxes imposed under the ITA, the *Excise Tax Act*, RSC 1985. C E-15, or any similar legislation and owing to the Receiver General, the Canada Revenue Agency or any governmental authority in a jurisdiction outside of Canada) on revenues earned or any indebtedness or obligations whatsoever or howsoever incurred by the Debtor Companies.

39. The enhancement of the Monitor's powers as set forth in this Order, the exercise by the Monitor of any of its powers, the performance by the Monitor of any of its duties, or the employment by the Monitor of any person in connection with its appointment and the performance of its powers and duties shall not constitute the Monitor as an employer, successor employer, or related employer of the employees of the Debtor Companies or any employee caused to be hired by the Debtor Companies by the Monitor within the meaning of any provincial, federal or municipal legislation, other relevant legislation, regulation, common law, or rule of law or equity governing employment, pensions, or labour standards for any purpose whatsoever or expose the Monitor to any liability to any individual arising from or relating to their employment or previous employment. Nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee-related liabilities or duties, including, without limitations, wages, severance pay, termination pay, vacation pay and pension or benefit amounts.
40. The Monitor, counsel to the Monitor in Canada and the United States (collectively, "**Monitor's Counsel**"), the Monitor's Assistants and Investor Counsel shall each be paid their reasonable fees and disbursements (including any pre-filing fees and disbursements related to these CCAA proceedings), in each case at their standard rates and charges, by the Debtor Companies as part of the costs of these proceedings. The Debtor Companies are hereby authorized and directed to pay the accounts of the Monitor, Monitor's Counsel, and Investor Counsel on a bi-weekly basis unless otherwise agreed by the parties and the Monitor, on behalf of the Debtor Companies, are hereby authorized to pay the Monitor, Monitor's Counsel and Investor Counsel's retainers, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.
41. The Monitor, Monitor's Counsel, and Investor Counsel shall pass their accounts from time to time.
42. The Monitor, Monitor's Counsel and Assistants, and Investor Counsel, as security for the professional fees and disbursements incurred both before and after the granting of this Order, shall be entitled to the benefits of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate

amount of \$250,000 as security for their professional fees and disbursements incurred at the normal rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 47 and 49 hereof.

43. Section 10(2)(b) of the CCAA is hereby waived and the report containing the prescribed representations of the Debtor Companies regarding the preparation of the cash flow statement is hereby dispensed with.

### INTERIM FINANCING

44. The Monitor, on behalf of the Debtor Companies is hereby authorized and empowered to obtain and borrow under a credit facility from Pillar Capital Corp. (the “**Interim Lender**”) in order to finance the Debtor Companies’ working capital requirement and other general corporate purposes and capital expenditures, provided that the initial principal amount of the credit facility not exceed **\$500,000** unless permitted by further order of this Court.
45. Such credit facility shall be on the terms and subject to the conditions set forth in the term sheet between the Monitor (in accordance with its court-ordered enhanced powers) on behalf of the Debtor Companies and the Interim Lender dated as of November 13, 2024 (the “**Term Sheet**”).
46. The Monitor, on behalf of the Debtor Companies is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs, and security documents, guarantees and other definitive documents (collectively, the “**Definitive Documents**”), as are contemplated by the Term Sheet or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Monitor on behalf of the Debtor Companies’ are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities, and obligations to the Interim Lender under and pursuant to the Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

47. The Interim Lender shall be entitled to the benefits of and is hereby granted a charge (the **“Interim Lender’s Charge”**) on the Property to secure all obligations under the Term Sheet and/or Definitive Documents incurred on or after the date of this Order which charges shall not exceed the aggregate amount advanced on or after the date of this Order under the Term Sheet and/or Definitive Documents. The DIP Lender’s Charge shall not secure any obligation existing before the date this Order is made. The Interim Lender’s Charge shall have the priority set out in paragraphs 48 and 50 hereof.
48. Notwithstanding any other provision of this Order:
- (a) the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender's Charge or any of the Definitive Documents;;
  - (b) upon the occurrence of an event of default under the Definitive Documents or the Interim Lender's Charge, the Interim Lender, upon **ten** days notice to the Monitor on behalf of the Debtor Companies, may exercise any and all of its rights and remedies against the Debtor Companies or the Property under or pursuant to the Term Sheet, Definitive Documents, and the Interim Lender's Charge, including without limitation, to cease making advances to the Monitor on behalf of the Debtor Companies and set off and/or consolidate any amounts owing by the Interim Lender to the Debtor Companies against the obligations of the Debtor Companies to the Interim Lender under the Term Sheet, the Definitive Documents or the Interim Lender's Charge, to make demand, accelerate payment, and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Debtor Companies and for the appointment of a trustee in bankruptcy of the Debtor Companies; and
  - (c) the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Debtor Companies or the Property.



49. The Interim Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Debtor Companies under the CCAA, or any proposal filed by the Debtor Companies under the *Bankruptcy and Insolvency Act* of Canada (the "**BIA**"), with respect to any advances made under the Definitive Documents

## **VALIDITY AND PRIORITY OF CHARGES**

50. The priorities of the Administration Charge, and the Interim Lender's Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$250,000); and

Second – Interim Lender's Charge (to the maximum amount of \$500,000).

51. The filing, registration or perfection of the Administration Charge and the Interim Lender's Charge (collectively, the "**Charges**") shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.
52. Each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and subject always to section 34(11) of the CCAA such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.
53. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Debtor Companies shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges unless the Debtor Companies also obtains the prior written consent of the Monitor and the beneficiaries of Charges, or further order of this Court.
54. The Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the Interim Lender thereunder shall not otherwise be limited or impaired in any way by:

- (a) the pendency of these proceedings and the declarations of insolvency made in this Order;
- (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;
- (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
- (d) the provisions of any federal or provincial statutes; or
- (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") that binds the Debtor Companies, and notwithstanding any provision to the contrary in any Agreement:
  - (i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof, including the New Facility Letter or the Definitive Documents, shall create or be deemed to constitute a new breach by the Debtor Companies of any Agreement to which it is a party;
  - (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges, the Debtor Companies execution, delivery or performance of the New Facility Letter or the Definitive Documents; and
  - (iii) the payments made by the Debtor Companies pursuant to this Order, including pursuant to the New Facility Letter or the Definitive Documents, and the granting of the Charges do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

## ALLOCATION

55. Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the Charges amongst the various assets comprising the Property.

## SERVICE AND NOTICE PROTOCOL

56. The Monitor shall (i) without delay, publish in the *National Post*, the *Globe and Mail* (National Edition), the *Dallas Morning News*, and subject to the Monitor's discretion, *The Straits Times*, *Philippine Daily Inquirer*, *Star Media Group Berhad* and the *South China Morning Post* a notice containing the information prescribed under the CCAA as well as particulars of the Comeback Hearing and the potential expansion of the Interim Lender's Charge to attach to the interest of the Offshore Investors; (ii) within five (5) days after the date of this Order (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Debtor Companies of more than \$1,000 and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with section 23(1)(a) of the CCAA and the regulations made thereunder.
57. The Monitor shall establish a case website in respect of the within proceedings at **alvarezandmarsal.com/A2A** (the "**Monitor's Website**").
58. The Monitor, on its own behalf and on behalf of the Debtor Companies, is at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence to all investors, by posting notice of these proceedings, the Monitor's Website and contact information for Investor Counsel on the "Concerned A2A Investors" Facebook page at <https://www.facebook.com/groups/265791773886300/>, and where the Monitor deems appropriate, on LinkedIn and Reddit.
59. Any person that wishes to be served with any application and other materials in these proceedings by ordinary mail, courier, or electronic transmission must deliver to the



Monitor by way of ordinary mail, courier, or electronic transmission, a request to be added to the service list (the "**Service List**") to be maintained by the Monitor.

60. Where the Monitor takes the steps referenced in paragraphs 54 to 57 hereof in addition to effecting service on the Service List (together, the "**Notice Protocol**"), such notice shall be deemed good and sufficient service thereof for the purposes of any subsequent hearings scheduled in these proceedings.

### **COMEBACK HEARING**

61. A comeback application in these proceedings is hereby scheduled to be heard before this Honourable Court at 2:00 p.m. on November 21, 2024 (the "**Comeback Hearing**").

### **GENERAL**

62. The Monitor and Investor Counsel may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.
63. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Monitor will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Monitor's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
64. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager or a trustee in bankruptcy of the Debtor Companies, the Business or the Property.
65. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction, to give effect to this Order and to assist the Monitor on behalf of the Debtor Companies and on its own behalf, and the Monitor's respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor on behalf of the Debtor

Companies and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Monitor on behalf of the Debtor Companies and on its own behalf, and its respective agents in carrying out the terms of this Order.

66. The Monitor is at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Monitor is authorized and empowered to act as a representative in respect of the within proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
67. Subject to local law, rules and regulations:
- (a) The Monitor is hereby authorized and empowered to act as the foreign representative (in such capacity, the **"Foreign Representative"**) in respect of the within proceedings for the purpose of having these proceedings recognized and approved in a jurisdiction outside of Canada.
  - (b) The Foreign Representative is hereby authorized to apply for recognition of these proceedings, as necessary, in any jurisdiction outside of Canada, including in the United States Bankruptcy Court for the Northern District of Texas pursuant to Chapter 15 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532.
68. Any interested party (including the Debtor Companies and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
69. This Order and all of its provisions are effective as of <sup>3:05 pm</sup> ~~12:01 a.m.~~ <sup>Standard</sup> ~~Daylight~~ Time on the date of this Order



Justice of the Court of King's Bench of Alberta



CLERK, U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

**ENTERED**

THE DATE OF ENTRY IS ON  
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed December 20, 2024

A handwritten signature in black ink, appearing to be "Edward" followed by a stylized flourish.

United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

In re:	§	Chapter 15
	§	
Fossil Creek A2A Limited	§	Case No. 24-44299
Partnership, <i>et al.</i> , <sup>1</sup>	§	
	§	
Debtors in a Foreign Proceeding.	§	

**ORDER GRANTING RECOGNITION OF FOREIGN  
MAIN PROCEEDING AND ADDITIONAL RELIEF**

Upon consideration of the *Verified Petition for Recognition of Foreign Main Proceedings, and Additional Relief under Chapter 15 of the Bankruptcy Code* (together with the form petitions filed concurrently

<sup>1</sup> The Debtors in these chapter 15 cases, along with the Debtors' unique identifiers, are: A2A Developments Inc. (Ontario Corp. No. 2274252), Hills of Windridge A2A GP Inc. (Ontario Corp. No. 2360816), Windridge A2A Developments, LLC (Tax I.D. 32047814366), Fossil Creek A2A GP Inc. (Corporate Access No. 2018090577), Fossil Creek A2A Developments, LLC (Tax I.D. 32047814341), Serene Country Homes (Canada) Inc. (Ontario Corp. No. 2216166), A2A Capital Services Canada Inc. (Corp. No. 835144-9), Fossil Creek A2A Limited Partnership (Registration No. LP18090985), Hills of Windridge A2A LP (Business I.D. No. 230156754), Fossil Creek A2A Trust, and Hills of Windridge A2A Trust. Copies of materials filed with the applicable court in the CCAA proceedings and these chapter 15 cases are available on the website of the Monitor: <https://www.alvarezandmarsal.com/A2A>.

therewith, the “**Verified Petition**”)<sup>2</sup>, filed by the Foreign Representative as the “foreign representative” of the above-captioned debtors (collectively, the “**Debtors**”); and upon the hearing on the Verified Petition and this Court’s review and consideration of the Verified Petition and the Konowalchuk Declaration; and the Court having determined that the relief sought in the Petition is in the best interests of the Debtors, their creditors, and all parties in interest; and the Court having considered the evidence and statements regarding the Verified Petition in the documents filed with the Court; and it appearing that no other or further notice need be given under the circumstances; and the Court having considered the evidence and statements regarding the Petition in the documents filed with the Court; and it appearing that this Court has jurisdiction to consider the Petition pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of the Chapter 15 case and the Petition in this District is proper pursuant to 28 U.S.C. § 1410(1); and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found and determined that the relief sought in the Petition is consistent with the purpose of Chapter 15 of the Bankruptcy Code and that the legal and factual bases set forth in the Petition establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefore, it is **HEREBY FOUND AND DETERMINED THAT:**

1. These chapter 15 cases were properly commenced pursuant to §§ 1504, 1509, and 1515 of title 11 of the United States Code (the “**Bankruptcy Code**”).<sup>3</sup>

2. The Debtors have their domicile, principal place of business, and/or property in the United States and are subject to a foreign proceeding and thus the Debtors are each eligible to be a debtor in a chapter 15 case..

3. Alvarez & Marsal Canada Inc. (“**A&M**” or the “**Foreign Representative**”) is a “person” pursuant to § 101(41) and is the duly appointed “foreign representative” of the Debtors as such term is defined in

---

<sup>2</sup> Capitalized terms used but not defined herein have the meanings assigned to them in the Verified Petition.

<sup>3</sup> Unless otherwise noted, section (§) references are to the Bankruptcy Code.

§ 101(24). The Foreign Representative has satisfied the requirements of § 1515 and Bankruptcy Rule 1007(a)(4).

4. The Canadian Proceeding is entitled to recognition by this Court pursuant to § 1517.

5. The Canadian Proceeding is pending in Canada, where the Debtors have the “center of [their] main interests” as referred to in § 1517(b)(1). Accordingly, the Canadian Proceeding is a “foreign main proceeding” as contemplated under § 1502(4) and is entitled to recognition as a foreign main proceeding pursuant to § 1517(b)(1).

6. The Foreign Representative is entitled to all the relief provided pursuant to §§ 1507, 1519, 1520, and 1521(a) and (b), and, because those protections are necessary to effectuate the purposes of chapter 15 of the Bankruptcy Code and to protect the assets of the Debtors and the interests of the Debtors’ creditors.

7. Good, sufficient, appropriate, and timely notice of the filing of, and the hearing on (to the extent necessary), the Verified Petition was given, which notice was deemed adequate for all purposes, and no further notice need be given.

8. The relief granted hereby is necessary to effectuate the purposes and objectives of chapter 15 and to protect the Debtors and their interests of its creditors and other parties in interest, is in the interest of the public and international comity, consistent with the public policy of the United States, and will not cause any hardship to any party in interest that is not outweighed by the benefits of the relief granted. Absent the requested relief, the efforts of the Debtors and the Foreign Representative in conducting the Canadian Proceeding may be frustrated by the actions of individual creditors and other parties, a result contrary to the purposes of chapter 15.

**IT IS HEREBY ORDERED THAT:**

9. The Verified Petition is granted.

10. The Canadian Proceeding is recognized as foreign main proceeding pursuant to § 1517 and is entitled to the protections of 11 U.S.C. § 1520(a), including, without limitation, the application of the protection afforded by the automatic stay under 11 U.S.C. § 362 to the Debtors and to the Debtors' property that is within the territorial jurisdiction of the United States.

11. A&M is the duly appointed foreign representative of the Debtors within the meaning of 11 U.S.C. § 101(24), is authorized to act on behalf of the Debtors in these chapter 15 cases, and is established as the exclusive representative of the Debtors in the United States. Consistent with the relief granted in the CCAA Initial Order, all current and former directors and officers of the Debtor Companies shall have no further power or authority to manage or direct the Debtor Companies including, but not limited to, the power to direct the sale, transfer or other disposition of the Property or Business on behalf of the Debtor Companies, or incur any obligations on behalf of the Debtors.

12. The CCAA Initial Order, including any and all existing and future extensions, amendments, restatements, and supplements authorized by the Canadian Court, are hereby given full force and effect, on a final basis, with respect to the Debtors and the Debtors' property that now or in the future is located within the territorial jurisdiction of the United States, including all charges granted by the CCAA Initial order against property of the Debtors located in the United States and all stays against the commencement or continuation of any actions against the Debtors or its assets (except as otherwise expressly provided herein or therein).

13. All objections, if any, to the Verified Petition or the relief requested therein that have not been withdrawn, waived, or settled by stipulation filed with the Court, and all reservations of rights included therein, are hereby overruled on the merits.

14. Upon entry of this order (this "**Order**"), the Canadian Proceeding and all prior orders of the Canadian Court shall be and hereby are granted comity and given full force and effect in the United States and, among other things:

- (a) the protections of §§ 361, 362, and 365(e) apply to the Debtors;
- (b) all persons and entities are enjoined from taking any actions inconsistent with the Canadian Proceeding and the sale or investment process, and from seizing, attaching, and enforcing or executing liens or judgments against the Debtors' property in the United States or from transferring, encumbering or otherwise disposing of or interfering with the Debtors' assets or agreements in the United States without the express consent of the Foreign Representative;
- (c) all persons and entities are enjoined from commencing or continuing, including the issuance or employment of process of, any judicial, administrative or any other action or proceeding involving or against the Debtors or their assets or proceeds thereof, or to recover a claim or enforce any judicial, quasi-judicial, regulatory, administrative or other judgment, assessment, order, lien or arbitration award against the Debtors or their assets or proceeds thereof;
- (d) all persons and entities are enjoined from commencing any suit, action, or proceeding against the Debtors, the Foreign Representative, or any of their respective successors, directors, officers, agents, employees, representatives, advisors, or attorneys in respect of any claim or cause of action, in law or in equity, arising out of or relating to any action taken or omitted to be taken in connection with these chapter 15 cases and the Canadian Proceeding; and
- (e) all persons and entities are enjoined from terminating or modifying an executory contract or unexpired lease at any time after the commencement of these chapter 15 cases solely because of a provision in such contract or lease is conditioned upon the commencement of the Canadian Proceeding or a case under the Bankruptcy Code.

15. The Foreign Representative and the Debtors shall be entitled to the full protections and rights enumerated under § 1521(a)(4) and (5), and accordingly, the Foreign Representative:

- (a) is entrusted with the administration or realization of all or part of the Debtors' assets located in the United States; and

- (b) has the right and power to examine witnesses, take evidence or deliver information concerning the Debtors' assets, affairs, rights, obligations, or liabilities.

16. All parties who believe they have a claim against any of the Debtors are obligated to file such claim in, and only in, the Canadian Proceeding.

17. The Foreign Representative is hereby established as the representative of the Debtors with full authority to administer the Debtors' assets and affairs in the United States, including, without limitation, making payments on account of the Debtors' prepetition and postpetition obligations.

18. The Foreign Representative, the other Debtors, and their respective agents are authorized to serve or provide any notices required under the Bankruptcy Rules or Local Rules of this Court.

19. No action taken by the Foreign Representative, the other Debtors, or their respective successors, agents, representatives, advisors, or counsel in preparing, disseminating, applying for, implementing, or otherwise acting in furtherance of or in connection with the Canadian Proceeding, this Order, these chapter 15 cases, or any adversary proceeding herein, or contested matters in connection therewith, will be deemed to constitute a waiver of any immunity afforded the Foreign Representative, including without limitation pursuant to §§ 306 or 1510.

20. The banks and financial institutions with which the Debtors maintain bank accounts or on which checks are drawn or electronic payment requests made in payment of prepetition or postpetition obligations are, subject to the written approval of the Foreign Representative, authorized to continue to service and administer the Debtors' bank accounts without interruption and in the ordinary course and to receive, process, honor and pay any and all such checks, drafts, wires and automatic clearing house transfers issued, whether before or after the Petition Date and drawn on the Debtors' bank accounts by respective holders and makers thereof, all with the prior written approval of the Foreign Representative.



21. The Foreign Representative is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

22. This Order is without prejudice to the Foreign Representative requesting any additional relief in the chapter 15 cases, including seeking recognition and enforcement by this Court of any further orders issued in the Canadian Proceeding.

23. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

24. A copy of this Order shall be served (i) within five business days of entry of this order, by electronic mail to the extent email addresses are available and otherwise by U.S. mail, overnight or first-class postage prepaid, upon the Notice Parties (as defined in the Application for Order (I) Specifying Form and Manner of Service and Notice; (II) Setting Deadline for Objections and Replies; and (III) Scheduling a Hearing on Recognition and Additional Relief) and such other entities as the Court may direct. Such service shall be good and sufficient service and adequate notice for all purposes.

25. This Court shall retain jurisdiction with respect to the enforcement, amendment or modification of this Order, any requests for additional relief or any adversary proceeding brought in and through these chapter 15 cases, and any request by an entity for relief from the provisions of this Order, for cause shown, that is properly commenced and within the jurisdiction of this Court.

26. Notwithstanding any applicability of any Bankruptcy Rules, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry and shall constitute a final order within the meaning of 28 U.S.C. § 158(a).

27. This Order applies to all parties in interest in these chapter 15 cases and all of their agents, employees, and representatives, and all those who act in concert with them who receive notice of this Order.

**### END OF ORDER ###**

# APPENDIX J



RCO Centralized Mail  
Mail Code: LA4-7200  
700 Kansas Lane  
Monroe, LA 71203-4774

# FAX

**To: Fax Recipient**

Company:

Fax: 12145737399

Phone:

**From:** JPMorganChase Court Orders and Levies

---

**NOTES:** Please find attached. Feel free to contact us if you have any questions. COAL-27Jan25-3891

If you have questions, please call us at 1-866-578-7022. We're here to help you Monday through Friday from 8 a.m. to 9 p.m. and Saturday from 8 a.m. to 7 p.m. Eastern Time.

Esta carta contiene información importante de la cuenta. Si tiene alguna pregunta, por favor, llame al 1-866-578-7022, de lunes a viernes, de 8 a.m. a 9 p.m. hora del Este, los sábados de 8 a.m. a 7 p.m. hora del Este.

OL7

JPMorgan Chase Bank, N.A.

**Confidentiality Notice:** This transmission is intended for the use of the individual or entity to which it is addressed. This transmission may contain information that is confidential or privileged under law. If you are not the intended recipient, you have received this in error and you are hereby notified that retention, dissemination, distribution, copying, or use of the information contained in this transmission (including any reliance thereon) is strictly prohibited. If you received this transmission in error, please notify the sender immediately by telephone and destroy the original. Thank you.

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Number of pages including this coversheet: 3



RCO Centralized Mail  
Mail Code: LA4-7200  
700 Kansas Lane  
Monroe, LA 71203-4774

February 04, 2025

**STEVEN T HOLMES**  
900 JACKSON STREET  
DALLAS, TX 75202

Re: IN RE: FOSSIL CREEK A2A LIMITED PARTNERSHIP ET AL  
Case No: 24-44299

**JPMorgan Chase Bank, N.A. ("JPMC") has received your TEMPORARY RESTRAINING ORDER against the following debtor(s): TRAILS OF FOSSIL CREEK PROPERTIES LP, HILLS OF WINDRIDGE LP, FOSSIL CREEK A2A DEVELOPMENTS LLC, and WINDRIDGE A2A DEVELOPMENTS LLC.**

<b>Account Number</b>	<b>Amount of Hold</b>	<b>Present Balance</b>
1. 8095	\$99,999,999,999.99	\$2,791,065.98.
2. 6728	\$99,999,999,999.99	\$5,294.82
3. 7680	\$99,999,999,999.99	\$100.00

The Present Balance may be subject to claims which may reduce the amount stated above, including but not limited to: exemptions asserted by the judgment debtor; rights of third parties asserting an interest in the account; intervening levies or court orders; IRS levies; right of setoff; deposited items returned against the account, or warranty claims asserted with respect to checks or other items credited to the account balance.

Memo: FOSSIL CREEK A2A DEVELOPMENTS LLC NO DEPOSIT ACCOUNTS, WINDRIDGE A2A DEVELOPMENTS LLC CUSTOMER NOT FOUND

This response is based on a search of data contained in JPMC's centralized customer identification and account information system. This system may not necessarily capture all relevant information concerning the judgment debtor(s) or accounts.

Please allow this letter to serve as JPMC's answer to the TEMPORARY RESTRAINING ORDER. If you have questions about this matter, please call us at 1-866-578-7022. We're here Monday through Friday from 8 a.m. to 9 p.m. and Saturday from 8 a.m. to 7 p.m. Eastern Time.

Sincerely,

SESSILYE S TAYLOR  
Transactions Specialist IV  
JPMorgan Chase Bank, N.A.



RCO Centralized Mail  
Mail Code: LA4-7200  
700 Kansas Lane  
Monroe, LA 71203-4774

# FAX

**To: Fax Recipient**

Company:

Fax: 12145737399

Phone:

**From:** JPMorganChase Court Orders and Levies

---

**NOTES:** Please find attached. Feel free to contact us if you have any questions. COAL-27Jan25-3891

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Esta carta contiene información importante de la cuenta. Si tiene alguna pregunta, por favor, llame al 1-866-578-7022, de lunes a viernes, de 8 a.m. a 9 p.m. hora del Este, los sábados de 8 a.m. a 7 p.m. hora del Este.

OL7

JPMorgan Chase Bank, N.A.

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Date and time of transmission: 02/12/2025 11:06 AM  
Number of pages including this coversheet: 3



RCO Centralized Mail  
Mail Code: LA4-7200  
700 Kansas Lane  
Monroe, LA 71203-4774

Amended

February 12, 2025

STEVEN T HOLMES  
900 JACKSON STREET  
DALLAS, TX 75202

Re: IN RE: FOSSIL CREEK A2A LIMITED PARTNERSHIP ET AL  
Case No: 24-44299

**JPMorgan Chase Bank, N.A. ("JPMC") has received your TEMPORARY RESTRAINING ORDER against the following debtor(s): TRAILS OF FOSSIL CREEK PROPERTIES LP, HILLS OF WINDRIDGE LP, FOSSIL CREEK A2A DEVELOPMENTS LLC, and WINDRIDGE A2A DEVELOPMENTS LLC.**

Account Number	Amount of Hold	Present Balance
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2. 6728	\$99,999,999,999.99	\$5,294.82
3. 7680	\$99,999,999,999.99	\$100.00

The Present Balance may be subject to claims which may reduce the amount stated above, including but not limited to: exemptions asserted by the judgment debtor; rights of third parties asserting an interest in the account; intervening levies or court orders; IRS levies; right of setoff; deposited items returned against the account, or warranty claims asserted with respect to checks or other items credited to the account balance.

Memo: ACCOUNT 8095 BELONGS TO TRAILS OF FOSSIL CREEK PROPERTIES LP; ACCOUNT ENDING WITH 6728 BELONGS TO HILLS OF WINDRIDGE LP; ACCOUNT 7680 BELONGS TO HILLS OF WINDRIDGE LP; FOSSIL CREEK A2A DEVELOPMENTS LLC NO DEPOSIT ACCOUNTS, WINDRIDGE A2A DEVELOPMENTS LLC CUSTOMER NOT FOUND

This response is based on a search of data contained in JPMC's centralized customer identification and account information system. This system may not necessarily capture all relevant information concerning the judgment debtor(s) or accounts.

Please allow this letter to serve as JPMC's answer to the TEMPORARY RESTRAINING ORDER. If you have questions about this matter, please call us at 1-866-578-7022. We're here Monday through Friday from 8 a.m. to 9 p.m. and Saturday from 8 a.m. to 7 p.m. Eastern Time.

Sincerely,

SESSILYE S TAYLOR  
Transactions Specialist IV  
JPMorgan Chase Bank, N.A.



# **APPENDIX K**

**Global Forest, LLC and Forest  
Funding, LLC,**  
*Plaintiffs,*

v.

**Serene Country Homes, LLC,  
Windridge A2A Developments, LLC,  
Sendera Ranch A2A Developments,  
LLC, Sendera Ranch A2A  
Developments II, LLC, Foo Tiang  
Meng a/k/a Dirk Foo, Allan Lind, and  
Joseph Attrux,**  
*Defendants.*

**In the District Court of**

**Tarrant County, Texas**

**17th Judicial District**

**Proposed Final Judgment**

Based upon the judgments entered against Defendants on June 30, 2020 and the evidence presented to this Court on August 24, 2020, this Court enters this Final Judgment against Defendants Serene Country Homes, LLC; Windridge A2A Developments, LLC; Sendera Ranch A2A Developments, LLC; Sendera Ranch A2A Developments II, LLC; Joe Attrux; Fossil Creek A2A Developments, LLC; and Fossil Creek Trust and in favor of Plaintiffs Global Forest, LLC and Forest Funding, LLC.

Judgment has been entered against Serene Country Homes, LLC for Breach of Contract, Fraud, Misappropriation of Funds and Fraudulent Transfer, and Conspiracy.

Judgment has been entered against Sendera Ranch A2A Developments II, LLC for Misappropriation of Funds and Fraudulent Transfer and Conspiracy.

Judgment has been entered against Joe Attrux for Fraud, Misappropriation of Funds and Fraudulent Transfer, and Conspiracy.

Judgment has been entered against



EMAILED & MAILED  
8/24/2020

DSP

Windridge A2A Developments, LLC; Sendera Ranch A2A Developments, LLC; Fossil Creek A2A Developments, LLC; and Fossil Creek Trust on all causes of action in Plaintiffs' First Amended Petition.

Judgment is hereby entered against all Defendants, jointly and severally, for damages in the amount of \$3,844,256.50.

*All relief not expressly granted herein is Denied. This is a Final Judgment. RBN*

Signed: Aug. 24, 2020

R.H. Wallace  
JUDGE PRESIDING Sitting by Assignment

**From:** [Daletia S. Price](#)  
**To:** ["ameade@meadeneese.com"](#); ["hbarnes@meadeneese.com"](#); ["sharen@meadeneese.com"](#)  
**Subject:** 017-307091-19  
**Date:** Monday, August 24, 2020 12:26:00 PM  
**Attachments:** [01730709119000173.pdf](#)

---

## *Signed Final Judgment*

*Daletia S. Price*  
*17<sup>th</sup> Administrative Court Clerk*  
*Tarrant County District Clerk*  
*100 N Calhoun, 2<sup>nd</sup> Floor*  
*Fort Worth, TX 76196*  
*(817)884-1567*  
*dsprice@tarrantcounty.com*





**TARRANT COUNTY**  
**THOMAS A. WILDER** *17<sup>th</sup>*  
**DISTRICT CLERK - CIVIL**  
**100 N. CALHOUN ST., 2<sup>ND</sup> FLOOR**  
**FORT WORTH, TEXAS 76196-0402**

**JOSEPH ATTRUX**  
**6635 SANDSHELL BLVD**  
**FORT WORTH TX 76137**



**TARRANT COUNTY**  
**THOMAS A. WILDER**  
**DISTRICT CLERK - CIVIL**  
**100 N. CALHOUN ST., 2<sup>ND</sup> FLOOR**  
**FORT WORTH, TEXAS 76196-0402**

**17<sup>th</sup>**

**FOSSIL CREEK A2A DEVELOPMENTS LLC**  
**B/S REG AGENT SERENE COUNTRY HOMES LLC**  
**6635 SANDSHELL BLVD**  
**FORT WORTH TX 76137**



**TARRANT COUNTY**  
**THOMAS A. WILDER**  
**DISTRICT CLERK - CIVIL**  
**100 N. CALHOUN ST., 2<sup>ND</sup> FLOOR**  
**FORT WORTH, TEXAS 76196-0402**

**17<sup>th</sup>**

**FOSSIL CREEK TRUST**  
**6635 SANDSHELL BLVD**  
**FORT WORTH TX 76137**



TARRANT COUNTY  
**THOMAS A. WILDER**  
DISTRICT CLERK - CIVIL  
100 N. CALHOUN ST., 2<sup>ND</sup> FLOOR  
FORT WORTH, TEXAS 76196-0402

17<sup>th</sup>

WINDRIDGE A2A DEVELOPMENTS LLC  
B/S REG AGENT-SERENE COUNTRY HOMES LLC  
6635 SANDSHELL BLVD  
FORT WORTH TX 76137





**TARRANT COUNTY**  
**THOMAS A. WILDER**  
**DISTRICT CLERK - CIVIL**  
**100 N. CALHOUN ST., 2<sup>ND</sup> FLOOR**  
**FORT WORTH, TEXAS 76196-0402**

17th

**SENDERA RANCH A2A DEVELOPMENTS LLC**  
**B/S REG AGENT-SERENE COUNTRY HOMES LLC**  
**6635 SANDSHELL BLVD**  
**FORT WORTH TX 76137**



**TARRANT COUNTY**  
**THOMAS A. WILDER**  
DISTRICT CLERK - CIVIL  
100 N. CALHOUN ST., 2<sup>ND</sup> FLOOR  
FORT WORTH, TEXAS 76196-0402

17th

SENDERA RANCH A2A DEVELOPMENTS II LLC  
B/S REG AGENT-JEFFREY TASKER  
6635 SANDSHELL BLVD  
FORT WORTH TX 76137



**TARRANT COUNTY**  
**THOMAS A. WILDER**  
DISTRICT CLERK - CIVIL  
100 N. CALHOUN ST., 2<sup>ND</sup> FLOOR  
FORT WORTH, TEXAS 76196-0402

17th

SERENE COUNTRY HOMES LLC  
B/S REG AGENT-JOSEPH F ATTRUX  
6635 SANDSHELL BLVD  
FORT WORTH TX 76137

**Cause No. 017-307091-19**

**Global Forest, LLC and Forest  
Funding, LLC,**  
*Plaintiffs,*

v.

**Serene Country Homes, LLC,  
Windridge A2A Developments,  
LLC, Sendera Ranch A2A  
Developments, LLC, Sendera  
Ranch A2A Developments II,  
LLC, Foo Tiang Meng a/k/a  
Dirk Foo, Allan Lind, and  
Joseph Attrux,**  
*Defendants.*

**In the District Court of**

**Tarrant County, Texas**

**17th Judicial District**

**Plaintiffs' First Amended Petition**

Plaintiffs Global Forest, LLC and Forest Funding, LLC (collectively "Plaintiffs") file this First Amended Petition against Defendants Serene Country Homes, LLC, Windridge A2A Developments, LLC, Sendera Ranch A2A Developments, LLC, Sendera Ranch A2A Developments II, LLC, Fossil Creek A2A Developments, LLC, Fossil Creek Trust, and Joseph Attrux and in support thereof shows the following:

**Discovery Control Plan**

1. Discovery is intended to be conducted under Level 3, unless modified by this Court. Tex. R. Civ. P. 190.3.

**Parties**

2. Plaintiff Global Forest, LLC is a Nevada limited liability company.
3. Plaintiff Forest Funding, LLC is a Nevada limited liability company.

4. Defendant Serene Country Homes, LLC (“Serene”) is a Texas limited liability company with a principal place of business in Fort Worth, Texas. Serene has filed an answer and may be served with process through its counsel of record.

5. Defendant Windridge A2A Developments, LLC (“Windridge”) is a Texas limited liability company with a principal place of business in Fort Worth, Texas. Windridge may be served with process through its registered agent, Serene Country Homes, LLC. Serene does not have a registered agent in Texas and may therefore be served through the Texas Secretary of State.

6. Defendant Sendera Ranch A2A Developments, LLC (“Sendera I”) is a Texas limited liability company with a principal place of business in Fort Worth, Texas. Sendera I may be served with process through its registered agent, Serene Country Homes, LLC. Serene does not have a registered agent in Texas and may therefore be served through the Texas Secretary of State.

7. Defendant Sendera Ranch A2A Developments II, LLC (“Sendera II”) is a Texas limited liability company with a principal place of business in Fort Worth, Texas. Sendera II has filed an answer and may be served with process through its counsel of record.

8. Defendant Fossil Creek A2A Developments, LLC (“Fossil Creek A2A”) is a Texas limited liability company with a principal place of business at 6635 Sandshell Blvd., Fort Worth, Texas 76137. Fossil Creek A2A may be served with process through its registered agent, Serene Country Homes, LLC. Serene does not have a registered agent in Texas and may therefore be served through the Texas Secretary of State.

9. Defendant Fossil Creek Trust is a trust for which Foo Tiang Meng, a/k/a Dirk Foo is the trustee. Fossil Creek Trust lists its principal place of business as 6635

Sandshell Blvd., Fort Worth, Texas 76137 and has not designated a registered agent in Texas. Fossil Creek Trust may be served with process through the Texas Secretary of State.

10. Defendant Joseph Attrux ("Attrux") is an individual residing in Texas. Attrux has filed an answer and may be served through his counsel of record.

### **Jurisdiction and Venue**

11. Jurisdiction and venue are proper in Tarrant County, Texas, as Defendants principal offices are located in Fort Worth, Texas, and it is the county in which a substantial part of the events giving rise to Plaintiffs' causes of action occurred. Tex. Civ. Prac. & Rem. Code § 15.002(a).

12. Defendants have done or are doing business within this district, including but not limited to the acts complained of herein.

13. The damages sought by Plaintiffs are within the jurisdictional limits of this Court. Plaintiffs seek monetary relief over \$1,000,000. Tex. R. Civ. P. 47.

### **Statement of Facts**

14. Beginning in or around 2012, Defendants Serene and Windridge began soliciting investments for developments of communities across Texas. Defendants specifically targeted Asian investors, sometimes promising green cards in exchange for a minimum investment.

15. Defendant Windridge, a subsidiary or affiliate of Defendant Serene, is the developer of several master-planned communities located in Tarrant County, including but not limited to The Hills of Windridge, Meadow Place Estates, and Trails of Fossil Creek ("the Developments"). Upon information and belief, these developments are owned

and/or controlled by a company in Singapore named A2A Capital Management Pte, Ltd., which in turn is controlled by Foo Tiang Meng a/k/a Dirk Foo.

16. Beginning in or around 2017, Windridge and Serene sought investments in the Developments wherein investors, including Plaintiffs, would purchase vacant lots, fund the building of homes on those lots, and then Serene would sell them to potential buyers. Serene would manage the construction of the homes and sell them to the public.

17. To facilitate their investment, Plaintiffs signed a number of agreements with Serene, including a Property Developer Program Management Agreement (Exhibit A), an Independent Sales & Marketing Consultancy Agreement (Exhibit B), and Construction Management Agreements (Exhibit C) for twenty-one specific lots purchased by Plaintiffs.

18. Through the Property Developer Program Management Agreement ("PDPM Agreement," Exhibit A), Serene agreed to provide "turnkey investment" management to Forest Funding, LLC for the "building and selling" of the subject residential homes. Plaintiffs would fund the projects, and Serene would manage them from beginning to end.

19. The PDPM Agreement further required Forest Funding, LLC to execute a "Special Power of Attorney" designating Serene as its Attorney in Fact with respect to the business of building and selling the homes.

20. In exchange for significant management fees, Serene was to manage the construction and sale of the homes such that Forest Funding, LLC would receive a margin equal to or greater than ten percent above its investment in each home. Serene also agreed to provide quarterly financial statements detailing all receipts and disbursements made on behalf of Plaintiffs.

21. The Construction Management Agreements (Exhibit C) provide that Global Forest, LLC will pay the entirety of the construction costs at fixed intervals of the construction phase in exchange for Serene, as the “Contractor,” to provide “all labor and materials ... for the construction of the residential improvements” on each specified lot. The Construction Management Agreements specifically state that they are for the “purpose of engaging in the business of constructing residential buildings on the property for the purpose of resale or lease.”

22. As required by the Construction Management Agreements, Plaintiffs paid the construction costs for each home under the following schedule, or some version thereof:

<b>Draw</b>	<b>Percentage of Contractor's Fee</b>	<b>Construction Phase</b>
<b>1</b>	<b>40%</b>	<b>Deposit due upon execution of the Construction Management Agreement</b>
<b>2</b>	<b>40%</b>	<b>Pre-Pour Inspection</b>
<b>3</b>	<b>15%</b>	<b>Insulation Inspection</b>
<b>4</b>	<b>5%</b>	<b>Final Inspection</b>

23. Between May of 2017 through mid-August 2018, Plaintiffs funded the construction of twenty-one homes; however, Defendants only built and sold six of them. Despite Plaintiffs' payments, the remaining fifteen homes are incomplete and in various stages of building. Defendants appear to have abandoned all construction and sales operations for the following properties:

- 224 Iron Ore Trail, Fort Worth, TX 76131
- 105 Breeders Drive, Willow Park, TX 76087
- 109 Breeders Drive, Willow Park, TX 76087
- 115 Breeders Drive, Willow Park, TX 76087



- 165 Breeders Drive, Willow Park, TX 76087
- 277 Flower Ridge Drive, Fort Worth, TX 76108
- 128 Melbourne Drive, Willow Park, TX 76087
- 132 Melbourne Drive, Willow Park, TX 76087
- 136 Melbourne Drive, Willow Park, TX 76087
- 161 Melbourne Drive, Willow Park, TX 76087
- 165 Melbourne Drive, Willow Park, TX 76087
- 352 Lead Creek Drive, Willow Park, TX 76087
- 320 Marble Creek Drive, Fort Worth, TX 76131
- 321 Marble Creek Drive, Fort Worth, TX 76131
- 357 Marble Creek Drive, Fort Worth, TX 76131

24. Documentation provided to Plaintiffs by Serene and Windridge shows some of these properties to be completed or near completion; however, photographs of the properties show otherwise. Exhibit D. For example, Serene and Windridge have represented to Plaintiffs that the property at 105 Breeders Drive is complete, but the photographs of that property at Exhibit E show that it lacks landscaping, finished bathrooms, and garage doors, is filled with construction debris, and has unfinished electrical connections. Plaintiffs have paid Serene more than \$277,943 for the construction of this property.

25. The property at 132 Melbourne Drive was represented by Serene and Windridge to be ready for trim and doors (Exhibit D); however, the photos of that property at Exhibit F show that it remains mostly framing without insulation or sheetrock. Plaintiffs have paid Serene more than \$301,649 for construction of this property.

26. In addition to abandoning the construction projects while holding Plaintiffs' funds, Serene and Windridge have now refused to communicate with Plaintiffs and have not provided the required financial statements that would allow Plaintiffs to determine their damages.

27. Plaintiffs' investment is wasting on Defendants' abandoned developments. Plaintiffs can mitigate their damages if they are allowed to take over the properties, complete construction, and list the homes for sale. However, it is likely that Defendants' refusal to complete each development as a whole has vastly reduced the market value of Plaintiffs' properties.

28. Defendants have defrauded hundreds, if not thousands, of investors in the Developments, and have continued to collect investment funds without any intention of completing the investment homes or proving any return on the investments.

29. In an effort to shield their ill-gotten funds while collecting additional funds from new, unwitting investors, Defendants have implemented a complex web of shell companies that hold Defendants' assets and bear different names than the companies publicly accused of fraud.

30. Defendants are currently building homes as Fossil Creek Trust on lots that are or were owned by Fossil Creek A2A. The trustee for Fossil Creek Trust is the same Dirk Foo responsible for the fraudulent activities of Serene, Windridge, Sendera I, and Sendera II and who refuses to

## **Claims**

### **A. Breach of Contract**

31. Plaintiffs incorporate by reference each of the preceding paragraphs as if set forth fully herein.

32. Serene has breached the Property Developer Program Management Agreement and each of the twenty-one Construction Management Agreements. Among other failures, Serene has failed to complete construction and to sell fifteen homes funded by Plaintiffs, has failed to provide the “turnkey” management of Plaintiffs’ investment, and has failed to provide the minimum margins on Plaintiffs’ investment.

33. Plaintiffs have been damaged by Serene’s breach in at least the amount paid by Plaintiffs for the purchase of the lot and construction costs for each home, in addition to investment fees paid to Serene by Plaintiffs.

### **B. Fraud**

34. Plaintiffs incorporate by reference each of the preceding paragraphs as if set forth fully herein.

35. Defendants Serene, Windridge, and Attrux, made material misrepresentations or omissions regarding the investments to be made by Plaintiffs and regarding Serene’s and Windridge’s involvement in the Developments.

36. Those misrepresentations and/or omissions were knowingly false or made with reckless indifference and were made with the intent that Plaintiffs rely upon them.

37. As a result of Plaintiffs’ reliance on Defendants’ representations, Plaintiffs have lost nearly the entirety of their investment.

### **C. Misappropriation of Funds and Fraudulent Transfer**

38. Plaintiffs incorporate by reference the preceding paragraphs as if set forth fully herein.

39. All of the funds paid by Plaintiffs to Serene for the fifteen incomplete homes have been misappropriated. Those funds were to be used for the construction of residential homes to be sold to the public. The homes have not been completed, yet Serene

has retained Plaintiffs' funds, and on information and belief, has transferred all or a part of those funds to Windridge, Sendera I, Sendera II, Fossil Creek A2A, and/or Fossil Creek Trust.

#### **D. Conspiracy**

40. Plaintiffs incorporate by reference the preceding paragraphs as if set forth fully herein.

41. On information and belief, Defendants Serene, Windridge, Sendera I, Sendera II, Attrux, Fossil Creek A2A, and Fossil Creek Trust have conspired to defraud Plaintiffs and to misappropriate and fraudulently transfer funds belonging to Plaintiffs. Defendants have engaged in a course of conduct clearly evidencing a combination for unlawful fraud and misappropriation for their own benefit.

#### **E. Violations of the Texas Securities Act**

42. Plaintiffs incorporate by reference the preceding paragraphs as if set forth fully herein.

43. The Texas Securities Act allows Plaintiffs to rescind their investment because Defendants offered or sold a security "by means of an untrue statement of material fact or an omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they are made, not misleading." Tex. Civ. Stat. 33.A(2). Plaintiffs are not required to prove reliance or causation to rescind their investment.

44. Defendants made false statements about the nature of the Developments in order to induce Plaintiffs into investing in the above-listed properties and through the Property Developer Program Management Agreement and the Construction

Management Agreements. As a result, Plaintiffs are entitled to full rescission of their investment.

#### **F. Breach of Fiduciary Duty**

45. Plaintiffs incorporate by reference the preceding paragraphs as if set forth fully herein.

46. Serene had a fiduciary duty to Plaintiffs as Plaintiffs' attorney in fact and as the manager of Plaintiffs' investments. Serene has breached its fiduciary duty to Plaintiffs by failing to act in Plaintiffs' best interests, including but not limited to by transferring Plaintiffs' funds to Serene's affiliates Windridge, Sendera I, Sendera II, Fossil Creek A2A, and/or Fossil Creek Trust.

47. Plaintiffs have suffered significant financial injury as a result of Serene's breach of fiduciary duty in at least the amount Plaintiffs have invested with Serene.

#### **G. Application for Temporary Injunction**

48. Plaintiffs incorporate by reference the preceding paragraphs as if set forth fully herein.

49. Plaintiffs are likely to prevail on the merits of their claims against Defendants because it is undisputed that Defendants have ceased all construction and sales operations related to the subject properties. It is also undisputed that Plaintiffs have paid to Defendants more than \$3,376,713 for the fifteen unfinished homes with no return on their investment.

50. Plaintiffs are entitled to injunctive relief because they have shown they are entitled to the relief requested herein; Defendants' activities continue to damage Plaintiffs, and if they are allowed to continue would render the judgment in this litigation ineffectual. If Defendants are allowed to continue transferring assets and properties out

of Serene, Windridge, Sendera I, Sendera II, Fossil Creek A2A, and/or Fossil Creek Trust, Plaintiffs will not have any adequate remedy at law.

51. Continued harm to Plaintiffs is imminent if Defendants are not prevented from further transferring any assets out of Serene to Windridge, Sendera I, Sendera II, Fossil Creek A2A, Fossil Creek Trust and/or other companies.

52. Plaintiffs are willing to post bond as required by this Court to obtain the issuance of a temporary injunction.

#### **H. Exemplary Damages**

53. Defendants' malicious actions in intentionally misappropriating Plaintiffs' funds and breaching their fiduciary duties to Plaintiffs (either directly or in concert) evidence an intent on Defendants' part to harm Plaintiffs in order to benefit themselves. Accordingly, Plaintiffs are entitled to an award of punitive damages.

#### **I. Attorneys' Fees**

54. Plaintiffs incorporate the preceding paragraphs as if set forth fully herein.

55. Defendants' actions, including but not limited to breach of contract, required Plaintiffs to retain the undersigned attorneys to enforce Plaintiffs' rights in this matter. Defendants are therefore liable to Plaintiffs for their reasonable and necessary attorneys' fees pursuant to Sections §§ 37.009 and 38.001 of the Texas Civil Practice and Remedies Code.

#### **J. Conditions Precedent**

56. All conditions precedent have been performed.

#### **K. Jury Demand**

57. Plaintiffs demand a jury trial for all causes of action so triable.

### **Prayer**

WHEREFORE, PREMISES CONSIDERED, Plaintiffs respectfully request the Court grant them the following relief from Defendants, jointly and severally:

- a. Plaintiffs' damages arising from Defendants' fraud, conspiracy to commit fraud, breach of fiduciary duty, misappropriation of funds and fraudulent transfer, and violations of the Texas Securities Act;
- b. Rescission of Plaintiffs' purchases of the securities at issue;
- c. Injunctive relief;
- d. Exemplary damages;
- e. Prejudgment and post-judgment interest;
- f. Plaintiffs' reasonable and necessary attorneys' fees; and
- g. Any and all such further relief to which Plaintiffs may be entitled.

Respectfully Submitted,

**Meade & Neese LLP**

/s/ Andrew K. Meade  
Andrew K. Meade  
Texas Bar No. 24083454  
ameade@meadeneese.com  
Samuel B. Haren  
Texas Bar No. 24059899  
sharen@meadeneese.com  
Holly H. Barnes  
Texas Bar No. 24045451  
2118 Smith Street  
Houston, Texas 77002  
Phone: (713) 355-1200

***Attorneys for Plaintiffs***

**PROPERTY DEVELOPER PROGRAM****MANAGEMENT AGREEMENT**

This Property Developer Program Management Agreement (the "Management Agreement"), is made this 31st day of May, 2017 (the "Effective Date"), by and between the following entities and/or persons (collectively the "parties", or separately a "party"):

**MANAGER:** Serene Country Homes, LLC  
6635 Sandshell Blvd, Suite 105  
Fort Worth, Texas 76137  
Phone Number: 682-333-0101  
Fax Number: 817-251-2282

**DEVELOPER:**

Forest Funding LLC  
1810 E. Sahara Ave #123  
Las Vegas NV 89104  
Phone 702 208 9800  
**RECITALS**

**WHEREAS**, the Developer wishes to establish a business of building and selling residential houses (the "Business") in connection with an existing or future project operated by the Manager;

**WHEREAS**, the Manager is in the business of developing and managing real estate and provides this turnkey investment while the Developer maintains control of their funds throughout the duration of the Business established hereunder;

**WHEREAS**, the Developer desires to retain the Manager to manage the Business upon the terms and conditions set forth in this Management Agreement; Developer has entered into this Management Agreement with the intent and purpose of engaging in the business of constructing residential buildings on real property presently owned or hereafter acquired by the Developer's Entity (as defined herein) for the purpose of resale (collectively the "Houses", or separately a "House"); Developer will not reside in the residential buildings to be constructed on real property presently owned or hereafter acquired by the Developer's Entity (as defined herein) for the purpose of resale, or otherwise use any such property for personal, family, or household purposes; and,

**WHEREAS**, the Manager desires to manage the Business upon the terms and conditions set forth in this Management Agreement.

**NOW THEREFORE**, in consideration of the above premises and the mutual promises, covenants and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged by all parties hereto, the Developer and the Manager agree as follows:

**TERMS OF AGREEMENT**

1. **Appointment.** Subject to any and all limitations contained herein, the Developer hereby employs, hires, and retains the Manager to exclusively, manage, supervise, and direct the operations of the business during the entire term and any renewal periods of this Management Agreement. The Developer shall execute a Special Power of Attorney, in a form acceptable to all parties, designating the Manager as its Attorney

MANAGEMENT AGREEMENT (V11) -- PAGE 1

Developer Initials

AK

Manager Initials

[Signature]

Exhibit A



in Fact for the limited purpose of performing its duties under this Management Agreement.

2. **Term.** Unless otherwise terminated by either party pursuant to the terms and conditions of this Management Agreement, the term of this Management Agreement (the "Term") shall be:

- a. for a period of five (5) years, commencing on the Effective Date; and,
- b. upon expiration of the initial five (5) year period, this Management Agreement shall automatically renew on a year-to-year basis unless otherwise agreed in writing by all parties.

3. **Duties of the Manager.** The Manager, in the name of and on behalf of the Developer shall provide the following services for Developer:

- a. **Organization of the Business Entity.** The Manager shall assist the Developer with the organization of a Texas limited liability company which will own and manage the Houses (the "Developer's Entity"). The organization process shall consist of assisting the preparation, recording and filing (as applicable) of the following documents for the Developer, by and through qualified legal counsel licensed in Texas and selected with the consent of all parties:

- i. Standard Operating Agreement;
- ii. Minutes of the Organizational Meeting;
- iii. Waiver of Notice of Organizational Meeting;
- iv. Unanimous Consent to Take Action in Lieu of the Organizational Meeting;
- v. Resolution Authorizing Initial Share Issuance;
- vi. Banking Resolution;
- vii. Acceptance of Appointment and Consent to Serve as Registered Agent;
- viii. Company Records Book;
- ix. Membership Certificate(s);
- x. Membership Interest Ledger;
- xi. Company Seal; and,
- xii. Application for Tax Identification Number IRS Form SS-4.

- b. **Purchase of Houses.** When the Manager offers the Houses constructed or to be constructed in the Business, the Manager shall offer the Houses at ninety-percent (90%) of the list price (to the public) at that time.

- c. **Sale of Houses.** When directed by the Developer to sell the Houses constructed in the Business, the Manager will retain a Real Estate Agent licensed in Texas ("Real Estate Agent") to list and sell the Houses.

- i. **Offers for Purchase.** At the Developer's option, offers for purchase of the Houses will either require: 1) approval for sale by the Developer, or 2) approval for sale based on a pre-set formula and authorization provided by the Developer to the Manager in order to automatically accept offers which meet or exceed certain criteria. The Manager shall have the right to determine the terms and conditions of the sale. When the sale of a House is

MANAGEMENT AGREEMENT (V11) - PAGE 2

Developer Initials

AK

Manager Initials

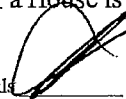


Exhibit A

completed, the Manager will prepare a report of sales price, cost, profit and banking.

- ii. Cost Apportionment. The Developer shall be responsible for the purchase and acquisition costs of the residential real estate lots and agreed construction costs of the Houses. Upon sale of each House, the Manager shall pay all necessary closing costs, including but not limited to Real Estate Agent sales commissions, prorated and/or rollback taxes, insurance, Homeowners Association dues and other related costs of each House due upon closing. In the event the Developer advances any or all necessary closing costs, upon presentment of proof of payment the Manager shall reimburse the Developer in full within thirty (30) days.
- d. Sales Price of Houses. The Manager shall recommend to the Developer a sales price equal to or greater than a ten percent (10%) margin above the Developer's investment in each House. The Manager will keep the Developer updated with formal property appraisals and recommend adjustments in sales prices in an effort to maximize the Developer's return on investment. Upon sale of each House, there are generally three (3) possible outcomes illustrated by Addendum A, "Sample Home Sales Price Illustrations", which is incorporated fully herein by reference, and described as follows:
  - i. Situation 1-As Planned. The Manager's goal is to achieve at least a ten percent (10%) profit margin for the Business upon the sale of each House. Notwithstanding, the Manager and the Developer acknowledge that numerous factors will affect the sales price and profit margin of every House sold. The Manager intends to use its best efforts to achieve positive results for the Developer; however, it is impossible predict with certainty all the possible variables. As a result, the Manager is unable to guarantee a specific profit margin on the Developer's investment.
  - ii. Situation 2-Price Reduction. If a price reduction is required to sell a House, the Manager intends to offer the Developer a rebate to partially offset the reduction in sales price and increase the profit margin on the Developer's investment. The amount of the rebate will vary depending on several factors, including but not limited to the amount of the price reduction required to sell the House and the total investment in the House.
  - iii. Situation 3-Price Increase. If a House experiences capital appreciation during the construction phase and the sales price exceeds the Manager's goal, any and all additional proceeds realized from the sale at closing will benefit the Developer.
- e. Employees. The Manager will select, employ, supervise, promote, direct, and discharge the necessary administrative staff to manage the Business hereunder established for Developer. Such staff will be employees of the Manager, whose direct expense, including but not limited to salaries, incentive bonuses, social security, unemployment compensation, taxes, and amounts paid for vacation and retirement plan benefits, will be borne by the Manager.
- f. Government Fees. The Manager shall pay building inspection fees, property taxes, and any other governmental charges.

MANAGEMENT AGREEMENT (V11) - PAGE 3

Developer Initials

AK

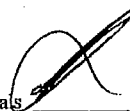
Manager Initials



Exhibit A

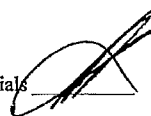
- g. Reports and Statements. The Manager shall deliver to the Developer, on or before the 15<sup>th</sup> day of the month following the end of each calendar quarter, a financial statement of the receipts and disbursements for the preceding calendar quarter. As each House transferred to the Developer is sold, the Manager shall provide an updated statement of account between the Developer and Manager specifying how much is due to or from the Developer to the Manager. The Manager shall also pay to the Developer upon demand, the excess of receipts over expenses and charges, if any.
- h. Professional Services. The Manager may employ and agrees to meet the expenses of attorneys, accountants, architects, engineers, or other persons furnishing services required or desired in connection with the operation and management of the Business and pay the reasonable charges for all such services. The Manager may employ outside or "in-house" counsel for legal services in connection with the Business and the parties agree to the express waiver of any actual or potential conflicts of interest, if determined necessary by counsel, after each has been fully informed of its legal effect. The Developer shall have the right to approve the selection of all such professional persons or entities.
- i. Legal Compliance. The Manager must comply with all local, state, administrative and federal obligations, duties, laws and regulations including but not limited to the Texas Property Code, and fair housing laws, and will ensure that the Developer's Business complies where compliance is within the Manager's control. Further, the Manager represents and warrants that it has sought legal counsel it deems sufficient to ensure the transactions contemplated by this Management Agreement are not subject to State or Federal securities laws and the Business will not require registration under securities laws. Notwithstanding the preceding, the Manager is not a law firm or a licensed attorney and is not qualified to provide legal advice. The Developer is encouraged to seek independent legal counsel if it has questions concerning State or Federal securities laws or any other area of legal compliance.
- j. Insurance. The Manager shall procure and maintain policies of insurance, at the Manager's own cost and expense, insuring the Manager and the Developer's Entity from any and all claims, demands, or actions for injury to or death of any person and for damage to property, arising from, related to, or connected with the Business, with such insurance limits as shall be customary for similar properties in the state in which the Business is located. Said insurance shall also include full coverage of the indemnity provided in this Management Agreement. The Manager shall also procure and maintain policies of insurance insuring the Manager and the Manager's employees who are engaged in work related to the Business and the Houses from all workers' compensation claims. The aforesaid insurance shall not be subject to cancellation by any party except after at least thirty (30) days prior written notice to the Manager and the Developer. The Manager shall, from time to time, deliver to the Developer evidence of such insurance reasonably satisfactory to the Developer.
- k. Intent. In general, whether herein specifically authorized or not, the Manager shall do all things necessary, proper; or expedient in connection with carrying out the spirit and intent of this Management Agreement with respect to the building of Properties, selling of Properties, management, and operation of the Business.

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1. Termination of Manager's Duties. The Manager's duties set forth in Section 3 of this Management Agreement shall immediately terminate for each House at the earliest of the following events:
  - i. The sale or other transfer of ownership of the House;
  - ii. The Developer's rejection of an offer for the purchase of the House if the offer complies with the Developer's approval or pre-set formula and authorization;
  - iii. The Developer's failure to close on a sale of the House due to Developer's actions or inaction;
  - iv. The Developer's taking of possession of the House. For purposes of this Management Agreement, taking of possession of the House shall include: occupying, leasing, or otherwise using the House for personal, family or household purposes.
4. Manager to Follow Instructions. The Manager agrees to perform all services in a faithful, diligent, and efficient manner, and shall at all times be subject to the reasonable instructions of the Developer.
5. Operating Charges. All operating costs and charges of the Business shall be paid by the Manager, except as may be specifically stated in this Management Agreement.
6. Duties of the Developer.
  - a. Cooperation. The Developer must use reasonable efforts to assist and cooperate with the Manager in the Manager's efforts to fulfill its obligations under this Management Agreement. This obligation specifically includes but is not limited to providing all information necessary for the Manager to assist in preparing, recording and filing (where necessary) the instruments listed in Section 3(a) of this Management Agreement.
  - b. Legal Compliance. The Developer must comply with all local, state, administrative and federal obligations, duties, laws and regulations including but not limited to the Texas Property Code, and fair housing laws. The Manager commits to ensure that the Developer's Business complies where compliance is within the Manager's control.
  - c. Funds. The Developer must maintain funds in a bank account of a US Bank sufficient to meet its obligations under this Management Agreement.
  - d. Transfer of the Houses. The Developer shall not sell, lease or otherwise transfer any or all of the Houses without the Manager's prior written approval.
  - e. Sale of the Houses. The Developer shall not deal directly with or negotiate with any purchaser of the Houses concerning any matter related to the, sale of the Houses but refer all such dealings to the Manager;
  - f. Exclusivity. The Developer shall not enter into a listing agreement or property management agreement with another manager or broker for the sale, or management of the Properties built by the Business during the Term of this Management Agreement.
  - g. Taxes. The Developer assumes responsibility with respect to the preparation and filing of returns or payment of income taxes, both federal and state (except

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employees' withholding), capital stock taxes, franchise tax returns, and personal property taxes and the Manager will enable the Developer's compliance where possible by preparing and filing tax returns pre-arranged through an IRS Power of Attorney (Form 2848).

h. Insurance. The Developer shall at all times maintain in effect a public liability insurance policy that names the Manager as a co-insured or additional insured and covers losses related to the Houses in an amount of not less than One Million Dollars (US\$1,000,000) on an occurrence basis. **The Manager will arrange and pay the cost of such policy.**

i. Accounts and Tax Returns. Provided that the Developer's bank statements for the Developer's Entity are mailed to the Manager's business address (as changed from time-to-time), the Manager shall prepare quarterly financial statements (income statement and balance sheet) before tax. In addition, the Manager shall arrange for the annual filing of all Federal and Texas tax returns and forms on behalf of the Developer's Entity and up to one (1) non-resident alien shareholder by and through a qualified accounting professional. If the shareholder is a US citizen or resident alien, then the Manager shall not be responsible for the individual preparation and only provide for any of the Developer's Entity's annual Federal and Texas filing requirements. If the Developer's bank statements for the Developer's Entity are not mailed to the Manager's business address, then the Developer must ensure that the monthly statements are provided on a timely basis to the Manager in order for preparation of the above items (quarterly financial statements, and annual Federal and Texas tax filings) to take place.

7. Indemnification of the Developer. The Manager agrees to protect, indemnify, and save harmless the Developer and the Developer's Entity, including its LLC managers, members, officers, employees and agents, harmless from any and all costs, expenses, claims, demands, or legal proceedings which may be made or brought against the Developer or the Developer's Entity, LLC managers, members, officers, employees and agents, by reason of the agency hereby created or arising out of this Management Agreement, or the management or operation of the Business, and from any losses, damages, fines, penalties, or liabilities (including without limitation reasonable attorney's fees, costs, and expenses incurred in connection with the defense of any such matter). Additionally, the Manager will protect, indemnify, and save harmless the Developer and the Developer's Entity, including LLC managers, members, officers, employees and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including without limitation reasonable attorney's fees, costs, and expenses incurred in connection with the defense of any such matter) imposed upon, incurred by, or asserted against the Developer or the Developer's Entity, its LLC managers, members, officers, employees and agents, by reason of: (1) any accident, injury to, or death of persons, or loss of or damage to property occurring on or about any property of the Business or any part thereof, including but not limited to any real estate or Houses owned or operated by the Developer or the Developer's Entity, or adjoining property, sidewalks, curbs, streets, or ways; (2) any failure on the part of the Manager to perform or comply as landlord with any of the terms of any of leases signed by the Manager on behalf of the Developer or the Developer's Entity; (3) performance of any labor or services or the furnishing of any materials or other property in respect to the Houses or any part thereof; or (4) any alleged violation by the Developer or the Developer's Entity, its LLC managers,

MANAGEMENT AGREEMENT (V11) – PAGE 6

Developer Initials

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Manager Initials

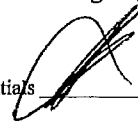


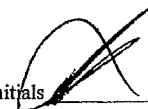
Exhibit A

members, officers, employees and agents, of the Interstate Land Sale Full Disclosure Act (ILSA). In the event any action, suit or proceeding is brought against the Developer or the Developer's Entity, including its LLC managers, members, officers, employees and agents, by reason of any such occurrence described herein, the Manager will, at the Manager's expense, resist and defend such action, suit, or proceedings, or cause the same to be resisted and defended, to the extent not satisfied by the proceeds of insurance which the Developer is required to carry (**and arranged by the Manager**) under this Management Agreement. It is expressly understood and agreed that the foregoing provisions shall survive the termination of this Management Agreement with respect to any claim indemnified against Developer or the Developer's Entity, its LLC managers, members, officers, employees and agents, or arising from events occurring prior to the date of termination.

8. **The Developer's Funds.** All funds collected by the Manager for the Developer shall be held by the Manager in trust for the Developer's Entity, separate from the Manager's own funds. The Manager is authorized to deposit the Developer's funds with Bank of America, Southlake, Texas, USA, or in some other bank mutually agreed upon by the Developer and the Manager. The Developer's funds shall be deposited in an account designated in the name of the Developer's Entity (as "Forest Funding", LLC") or otherwise appropriately earmarked as funds held in trust for the Developer's Entity. Such funds, whether deposited in a bank or not, shall be disbursed only as herein authorized or otherwise specifically authorized by Developer from time to time.
9. **Manager's Records.** The Developer shall have the right at all reasonable times during normal business hours, by itself or its managers, officers, auditors, and attorneys, to examine the records and accounts of the Manager in connection with the operation of the Business.
10. **Compensation to the Manager.** The Developer agrees to pay to the Manager as compensation for the use of intellectual property and management of the Business an initial management fee (the "Management Fee") equal to:
  - a. One Hundred Fifty Thousand Dollars (US\$150,000) per One Million Dollars (US\$1,000,000) of total initial invested capital in the Business; plus,
  - b. One Hundred Fifty Thousand Dollars (US\$150,000) for any amounts of additional invested capital in tranches of One Million Dollars (US\$1,000,000) (prorated for parts thereof) introduced into the Business by the Developer (if any) and not including any increases in capital as a result of profits from the carrying on of the Business.
11. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may not be assigned by the Manager without the prior written consent of the Developer, except that in the case of an assignment by the Manager to a wholly-owned subsidiary of the Manager no such consent need be obtained, but in any event, no such assignment shall relieve the Manager of its obligations hereunder.
12. **Notices.** All notices to be sent to the Manager shall be sent to the following address:

Serene Country Homes, LLC  
6635 Sandshell Blvd, Suite 105  
Fort Worth, Texas 76137  
Phone Number: 682-333-0101

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Email: PDP@a2global.com

The Manager agrees to immediately notify the Developer if the Manager's mailing address changes.

All notices to be sent to the Developer shall be sent to the following address:

[Developer LLC] *Forest Funding LLC*  
[Developer address] *1810 E. Sahara Ave. #123*  
[Developer city, state, code] *Las Vegas NV 89104*  
Phone Number: *702 208 9800*  
Email: *kakuuchi@gmail.com*

13. **Termination.** This Management Agreement shall terminate upon expiration of the Term as defined herein or upon any of the following occurrences:

- a. **By the Developer.** The Developer shall have the right to immediately terminate this Management Agreement at any time by written notice to the Manager:
- in the event of the Manager's fraud, gross negligence, or willful misconduct in the performance of any of its duties hereunder or in the event of the bankruptcy of the Manager; or,
  - for any other reason at the sole discretion of the Developer.

In the event of termination under Section 13(a)(i) above, the Manager shall reimburse the Developer, within thirty (30) days from its receipt of the notice of termination, the Management Fee received pro-rated for the unfulfilled portion of the then-current Term.

- b. **By the Manager.** The Manager shall have the right to terminate this Management Agreement by written notice to the Developer:
- immediately in the event of the Developer's fraud, gross negligence, or willful misconduct in the performance of any of its duties hereunder or in the event of the bankruptcy of the Developer.
  - at any time after the initial twelve (12) month term at the sole discretion of the Manager.

In the event of termination under Section 13(a)(ii) above, the Management Fee shall be forfeited in favor of the Manager and the Manager shall be relieved of any further obligations Section 3 of this Management Agreement.

In the event of termination under Section 13(b)(i) above, the Management Fee shall be forfeited in favor of the Manager and the Manager shall be relieved of any further obligations Section 3 of this Management Agreement.

In the event of termination under Section 13(b)(ii) above, the Manager shall reimburse to the Developer the Management Fee received pro-rated monthly for the unfulfilled portion of the then-current Term.

- c. **Final Accounting.** Upon the expiration or any termination of this Management Agreement, the Manager's permitted expense costs hereunder, accrued or incurred through and including the effective date thereof, shall be payable within ten (10) days after such effective date or, in the case of compensation based upon receipts

*AK*

*[Signature]*



attributable to periods prior to such effective date but received thereafter, within ten (10) days after receipt thereof.

14. **Developer is not a Consumer.** The Developer has entered into this Management Agreement with the intent and purpose of engaging in the business of constructing residential buildings on real property presently owned or hereafter acquired by the Developer's Entity for the purpose of resale. The Developer will not reside in the residential buildings to be constructed on real property presently owned or hereafter acquired by the Developer's Entity for the purpose of resale, or otherwise use any such property for personal, family, or household purposes. To the extent allowable by law, the Developer expressly disclaims that the Developer is a "consumer" or that this Management Agreement is a part of a "consumer credit transaction" as those terms are defined in the Truth in Lending Act ("TILA") and the Interstate Land Sales Full Disclosure Act ("ILSA"). It is the express intent of the parties hereto that the parties' rights and obligations under this Management Agreement be construed in the manner necessary to exempt this Management Agreement from registration, licensing disclosure or other obligations under the TILA and ILSA. Both the Manager and the Developer hereby expressly waive any right or provision of this Management Agreement that would otherwise preclude any exemption, and such right or provision shall be severed from this Management Agreement and given no effect.
15. **Arbitration of Disputes.** The parties to this Management Agreement specifically agree that this transaction involves interstate commerce and that, to the fullest extent permitted by applicable law, any dispute (whether contract, warranty, tort, statutory or otherwise), including, but not limited to, (a) any and all controversies, disputes or claims arising under, or related to, this Management Agreement, the Business, the Houses, or any dealings between Developer and Manager; (b) any controversy, dispute or claim arising by virtue of any representations, promises or warranties alleged to have been made by Manager or Manager's representative; and (c) any personal injury or property damage alleged to have been sustained by any Manager or invitee of Developer on the Project, shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) or, if applicable, by similar state statute, and not by or in a court of law. All decisions respecting the arbitrability of any dispute shall be decided by the arbitrator. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all or any portion of its costs and fees. "Costs and fees" may include reasonable expenses of mediation and/or arbitration, including arbitrator's fees, administrative fees, travel expenses and out-of-pocket expenses such as copying and telephone, court costs, witness fees and reasonable attorneys' fees. The mediation and, if necessary, the arbitration shall be conducted by the American Arbitration Association ("AAA") in accordance with its applicable rules. If there is any conflict between this Management Agreement and such rules, the provisions of this Management Agreement shall control. If, for any reason, the AAA is unable or unwilling to conduct the mediation and/or the binding arbitration proceedings specified above, the parties agree to work together in good faith to select a mediator and, if all disputes are not resolved by mediation, an arbitrator in Tarrant County, Texas. If the parties are unable to agree on the appointment of a mediator and/or arbitrator, either party may petition a court of general jurisdiction in the subject county to appoint a mediator and/or arbitrator. It is stipulated and agreed that the filing of a petition requesting

MANAGEMENT AGREEMENT (V11) — PAGE 9

Developer Initials

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Manager Initials

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Exhibit A



appointment of a mediator and/or arbitrator shall not constitute a waiver of the right to enforce binding arbitration.

In any arbitration proceeding between the parties:

- a. All applicable Federal and State law shall apply;
- b. All applicable claims, causes of action, remedies and defenses that would be available in court shall apply;
- c. The proceeding shall be conducted by a single arbitrator selected by a process designed to ensure the neutrality of the arbitrator;
- d. The parties shall be entitled to conduct reasonable and necessary discovery;
- e. The arbitrator shall render a written award and, if requested by any party, a reasoned award;
- f. Neither party shall be required to pay any unreasonable costs, expenses or arbitrator's fees and the arbitrator shall have the right to apportion the cost of any such items in an equitable manner in the arbitration award; and
- g. Any award rendered in the proceeding shall be final and binding and judgment upon any such award may be entered in any court having jurisdiction.

16. **No Unlawful Activity.** The Developer represents and warrants the funds which will be paid by the Developer to the Manager hereunder will not represent proceeds of crime and the Developer acknowledges that the Manager may in the future be required by law to disclose the Developer's name and other information relating to this Management Agreement and the Developer pursuant to applicable law; that no funds or other assets of the Developer or any of its affiliates constitute property of, or are beneficially owned, directly or indirectly, by any person or entity or Governmental Authority subject to trade restrictions under applicable law of the United States, including but not limited to, any Anti-Terrorism Law (each an "Embargoed Person"), with the result that the transactions contemplated hereby (whether directly or indirectly) are prohibited by applicable law; that no Embargoed Person has any interest of any nature whatsoever in the Developer with the result that the transactions contemplated hereby (whether directly or indirectly) are prohibited by applicable law; and that none of the funds of the Developer have been derived from any unlawful activity with the result that the transactions contemplated hereby (whether directly or indirectly) are prohibited by applicable law.

17. **No Prohibited Transactions.** The Developer represents and warrants that the Developer (i) is not in violation of any Anti-Terrorism Laws, (ii) is not an Embargoed Person and (iii) is not acting and will not act, directly or indirectly, for or on behalf of a person or entity named by any Executive Order or the United States Treasury Department as a terrorist, "Specifically Designated National and Blocked Person" or other banned or blocked person or entity pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; that the Developer had not engaged in this transaction, directly or indirectly, on behalf of and is not instigating or facilitating this transaction, directly or indirectly, on behalf of, any such person or entity; that the Developer has not conducted any business or engaged in any transaction or dealing with an Embargoed Person, including making or receiving any contribution of funds, goods, or services to or for the benefit of any Embargoed

MANAGEMENT AGREEMENT (V11) — PAGE 10

Developer Initials

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Manager Initials

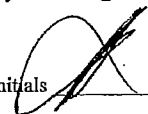
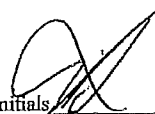


Exhibit A

Person; that the Developer has not dealt in, or otherwise has engaged in, any transaction relating to, any property or interests in property blocked pursuant to any Anti-Terrorism Law; that the Developer has not engaged in or conspired to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. "Anti-Terrorism Law" shall mean Executive Order 13224 issued by the President of the United States, the USA Patriot Act, the United States International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., the United States Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., any Executive Orders or regulations promulgated thereunder, regulations of the Office of Foreign Assets Control (including, but not limited to, its Specially Designated and Blocked Persons list) or under any statute (including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), executive order (including, without limitation, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism and the Annex thereto) and all other present and future applicable law of the United States addressing or in any way relating to terrorist acts and acts of war.

18. **Survival of Provisions.** The Developer and the Manager agree that notwithstanding anything to the contrary, the rights and obligations set forth in this contract relating in any manner to the substance of a dispute or the process of dispute resolution, arbitration, or mediation shall survive (1) the termination of this Management Agreement by either party; or (2) the breach of this Management Agreement by either party. The waiver or invalidity of any portion of this paragraph shall not affect the validity or enforceability of the remaining portions of this paragraph and/or this Management Agreement.
19. **Legal Proceedings.** If any party to this Management Agreement files a proceeding in any court to resolve any controversy, dispute or claim, such action shall not constitute a waiver of the right of such party or a bar to the right of any other party to seek arbitration of that or any other claim, dispute or controversy, and the court shall, upon motion of any party to the proceeding, direct that such controversy, dispute or claim be arbitrated in accordance herewith.
20. **Survival of Warranties.** The Manager expressly agrees that all warranties made by it in this Management Agreement shall survive this Management Agreement in the event it is terminated or expires for any reason, other than a material breach of this Management Agreement by the Developer, prior to the expiration of the initial twelve (12) month term.
21. **Severability.** It is understood and agreed by the parties hereto that if any of the clauses or provisions of this Management Agreement shall contravene or be invalid under the laws of the State of Texas, such contravention of invalidity shall not invalidate the entire agreement, but it shall be construed as if not containing the particular clause or provision held to be invalid, and the rights and obligations of the Manager and the Developer shall be construed and enforced accordingly.
22. **Definitional Provisions.** The words "Developer" and "Manager" and other terms defined herein include singular or plural, individual, partnership or corporation, and the respective heirs, executors, administrators, successors, and assigns of Developer and

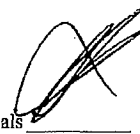
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Manager. The use of any gender applies to all genders. If more than one party is named as Manager, the obligation hereunder of each such party is joint and several.

23. **Successors and Assigns.** This Management Agreement and the terms, covenants and agreements herein contained shall apply to, be binding upon, and inure to the benefit of the parties hereto, their heirs, successors and assigns. None of the rights, interests or obligations created by this Management Agreement may be assigned, transferred, or delegated in whole or in part by the parties hereto, and any such purported assignment transfer or delegation shall be void, except as may be expressly permitted herein.
24. **Complete Agreement.** This Management Agreement (including the documents listed herein, which are incorporated fully herein by reference, or directly related hereto) contains the entire agreement among the parties, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereof shall be binding on either party hereto unless set forth in a document executed by all the parties hereto **OR UNLESS AS SPECIFICALLY ACKNOWLEDGED AND AGREED IN EMAIL CORRESPONDENCE BETWEEN THE UNDERSIGNED PRINCIPALS AND SENT BETWEEN THE ADDRESSES GIVEN HEREIN.** If there is a conflict between this Management Agreement and any terms contained in any proposal, invoice or other agreement between Developer and Manager, the terms of this Management Agreement shall control.
25. **Governing Law.** The laws of the state of Texas shall govern the validity, enforcement and interpretation of this Management Agreement. The obligations of the parties are performable in the county where the Business is operated, and the parties hereto consent to such venue for purposes of any action arising out of this Management Agreement.
26. **No Joint Venture.** Nothing herein contained shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of partnership or of joint venture between the parties hereto or of any other relationship other than the relationship of Developer and Manager. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders where the context requires.
27. **Consent and Waiver.** No consent or waiver, expressed or implied, by either party to or of any breach of any covenant, condition, or duty of the other party hereto shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition, or duty. Where Developer's approval is required under this Management Agreement, said consent shall not be unreasonably withheld or delayed.
28. **Attorney's Fees.** In the event of any litigation arising hereunder by and between the Developer and the Manager, the prevailing party thereto shall be entitled to reimbursement for all attorney's fees incurred by it in connection with said litigation.
29. **Legal Construction.** The parties agree that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Management Agreement or any amendments or exhibits thereto. The section and other headings contained in this Management Agreement are for reference purposes only and shall not affect the meaning or interpretations of this Management Agreement.

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30. **Typewritten or Handwritten Provisions.** Handwritten provisions inserted in this Management Agreement and initialed by all parties hereto shall control over any typewritten provisions in conflict therewith.
31. **Execution.** This Management Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. The parties shall initial each page of this Management Agreement. Each party represents and warrants that its signatory below is its authorized representative with actual authority to enter into this Management Agreement on the party's behalf.
32. **Non-Disclosure of Confidential Information and Intellectual Property.** This Management Agreement involves the establishment of a Business for the Developer and the use of intellectual property and trade secrets of the Manager to be used in and for the benefit of the Developer's Business. The Developer shall not, during the Term of this Management Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, association, or corporation any confidential information, knowledge, or know-how concerning the methods of operation of the Business established hereunder which may be communicated to the Developer or of which the Developer may be apprised by virtue of the Developer's operation under the terms of this Management Agreement. The Developer shall divulge such confidential information only to such of its advisors or partners as must have access to it in order to operate the Business. Any and all information, knowledge, know-how, and techniques which the Manager designates as confidential shall be deemed confidential for purposes of this Management Agreement, including, but not limited to, marketing plans, development strategies, advertising, financial plans, costings, sales processes, documentation, methodologies, identity of contractors, identity of sub-contractors, and materials specifications (the value of this information derives not only from the time, effort and money which went into its compilation or identification, but from the usage of the same) except information which the Developer can demonstrate came to its attention prior to disclosure thereof by the Manager; or which, at or after the time of disclosure by the Manager to the Developer, had become or later becomes a part of the public domain, through publication or communication by others who were lawfully in possession of such information and were under no obligation to maintain its confidentiality.

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MANAGEMENT AGREEMENT (V11) - PAGE 13

Developer Initials

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Manager Initials

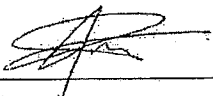


Exhibit A

EXECUTED this 31<sup>st</sup> day of May, 2017.

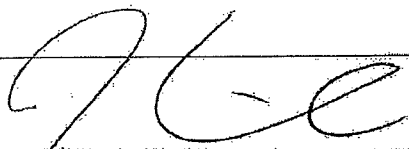
**MANAGER:**

**SERENE COUNTRY HOMES, LLC**

 2017-06-02  
(Signature) (Date)

Joe F. Attrux, Chief Operating Officer  
(Printed Name and Title)

**DEVELOPER:**

 5/31/2017  
(Signature) (Date)  
Jim Kakuchi, Manager  
Forest Funding LLC  
(Printed Name and Title)

MANAGEMENT AGREEMENT (V11) – PAGE 14

Developer Initials JK

Manager Initials 

**Exhibit A**

## Addendum A

Cost per home: \$200,000  
Selling Price (with 10% margin): \$222,222

### SITUATION 1-AS PLANNED

HOME SALES PRICE TRANSFERRED FROM ESCROW	\$222,222.00
PDP CLIENT PAID	(\$200,000.00)
PROFIT TO PDP CLIENT	\$22,222.00
PROFIT MARGIN	10%

### SITUATION 2-PRICE REDUCTION TO SELL THE HOME

HOME SALES PRICE TRANSFERRED FROM ESCROW	\$215,000.00
PDP CLIENT PAID	(\$200,000.00)
PROFIT TO PDP CLIENT	\$15,000.00
PROFIT DUE TO PDP CLIENT	\$22,222.00
CHECK (CHEQUE) FROM SERENE TO PDP CLIENT	\$7,222.00
TOTAL PROFIT TO PDP CLIENT	\$22,222.00
PROFIT MARGIN	10%

### SITUATION 3 - PRICE INCREASE AFTER HOME UNDER CONSTRUCTION

HOME SALES PRICE TRANSFERRED FROM ESCROW	\$230,000.00
PDP CLIENT PAID	(\$200,000.00)
PROFIT TO PDP CLIENT	\$30,000.00
PROFIT MARGIN	13%

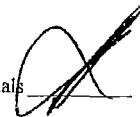
ASSUMPTIONS: (1) For the purpose of this illustration, the cost of building each home is set at \$200,000 and priced with a 10% margin (2) Homes are built and sold every 6 months (3) Profits from previous cycle is used as capital for the next cycle (4) Available capital (opening cash balance) is maximized as much as possible (5) Client remains invested on the program for 5 years (6) Taxes are computed based on 2018 Individual Taxpayer rates, filing 1040NR as Married Filing Separately. (7) Structure assumes a disregarded entity with one shareholder.

MANAGEMENT AGREEMENT (V11) - PAGE 15

Developer Initials

AK

Manager Initials



# Exhibit A

## INDEPENDENT SALES & MARKETING CONSULTANCY AGREEMENT

THIS AGREEMENT is made the 31<sup>st</sup> day of May, 2017

BETWEEN:

SERENE COUNTRY HOMES, LLC, a Texas Limited  
Liability Company ("SERENE");

OF THE FIRST PART

~~Forest Funding LLC~~ - and - ~~Clean Energy Kabusiki Kaisha, Inc. (California Corporation)~~  
with office address at ~~1820 W Carson St. Suite 204, Torrance, CA 90501~~ (the "Third Party") 1810 E. Sahara Ave #123, Las Vegas, NV 89104

OF THE SECOND PART

WHEREAS SERENE desires to retain the Third Party solely for the purpose of promoting, marketing and sale of various investments relating to North American home development projects and to provide other services as may be required pursuant to this Agreement;

AND WHEREAS the Third Party is willing to be appointed by SERENE and be bound in accordance with the terms and conditions of this Agreement;

THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained, the Parties hereto agree as follows:

### 1. Interpretation

In addition to the definitions set forth in the above recitals, in this Agreement the following terms shall have the following meanings:

- (a) "Business Day" means a day (excluding Saturday, Sunday and a public holiday) on which commercial banks are open for business;
- (b) "Client" means persons, corporations, partnerships and entities that the Third Party refers to SERENE for the purchase of properties;
- (c) "Fees" means the amounts payable by SERENE to the Third Party pursuant to Clause 7;
- (d) "Parties" means the entities or persons who for the time being are bound by the terms of this Agreement and "Party" means any one of them; and
- (e) "Services" has the meaning as defined in Section 6.

2. **Terms of Engagement**

- (a) Subject to the terms and conditions herein, SERENE agrees to retain the Third Party to provide the Services pursuant to this Agreement and the Third Party agrees and undertakes to and shall provide such Services.
- (b) This Agreement shall commence on the date set forth above and continue thereafter without expiration unless the Third Party commits any breach of the Agreement that cannot be remedied within a reasonable period or the Third Party shall go into liquidation or either Party terminates this Agreement in accordance with Clause 11.

3. **Scope of Relationship**

- (a) The Third Party expressly acknowledges that it is not entitled to receive from SERENE any form of remuneration, fee or benefits whatsoever other than as expressly stated in Clause 7 hereof and that the Third Party is not being retained hereunder as an employee, servant or agent of SERENE for any purpose.
- (b) SERENE is not obligated to make nor shall it make any deductions or withholdings from the Fees and the Third Party further acknowledges that it is solely responsible for remitting all applicable payments to any third party as may be required by any law or regulation.
- (c) The Third Party shall not, without the prior written consent of SERENE, enter into any contract or commitment in the name of or on behalf of SERENE or bind SERENE in any respect whatsoever.

4. **No Partnership**

The relationship between the Parties shall not constitute a partnership. No Party has the power or the right to bind, commit or pledge the credit of any other Party.

The Third Party as an Independent Contractor is not an employee, staff, joint venture partner and shall not be entitled to claim salaries, remuneration, employment benefits, CPF or medical benefits or whatsoever from SERENE.

The Third Party shall be responsible for all its own taxes, levies, impositions, GST, insurances, transport, travel expenses, personal or general expenses or whatsoever due to be paid by the Third Party in the course of doing business.

5. **Authorisation**

The Third Party shall only have such powers as given under this Agreement and the Third Party shall in no way commit, undertake, incur liabilities, debts, accept risks, make or discharge contracts, bind SERENE in any way or make any promise or



representation for and on behalf of SERENE, other than as agreed upon for the sale, marketing, promotion, procurement of customers for SERENE.

The Third Party shall not publish or caused to be published any advertisement concerning SERENE or any SERENE's business associates, partners, representatives whatsoever, without any written authority from SERENE, nor shall the Third Party misrepresent or make any false statements of SERENE in any way. All damages, costs or actions arising or resulting from such breach, misrepresentation, actions shall be solely and fully borne by the Third Party.

The Third Party shall not make any untrue statement or damage the reputation and goodwill of SERENE and its group of companies.

6. Services to be Provided by the Third Party

- (a) The Third Party shall act in the best interest of SERENE and its group of companies and shall deliver performance with enthusiasm and interests and shall with commitment, due diligence, and with due care, solicit individuals and other parties as it may deem fit for the purchase of Properties and shall provide such other services to SERENE and its group of companies as provided for pursuant to this Agreement.
- (b) The Third Party shall be solely responsible for performing the Services within the ambit of the law and jurisdictional requirements and the applicable regulations in which the Services are carried out or performed.
- (c) The Third Party shall at all times perform such services in a reputable manner and abide by all SERENE's marketing directions, plans, structure, directions, objectives, sales targets and such stipulations thereof.
- (d) The Third Party shall be required to inform SERENE of any change of corporate structure, major changes in its constitution and any change of address, change of telephone and handphone numbers and email address of all its agents, consultants, associates, brokers. All SERENE's calls shall be expected to be answered promptly and quickly so as to rule out any delays in clients' services and performance of services.
- (e) <<clause deleted>>
- (f) The Third Party shall promptly secure all signatures to the contracts and agreements and act in a fiduciary capacity in regard to any collection of deposits. NO CASH to be collected.
- (g) The Third Party shall agree and abide by the decision of SERENE in regard to any allocation or availability of units or reserved units and shall not object to same. All forfeitures, refunds or disposition of any deposits shall be at the discretion of SERENE.

- (h) The Third Party may be required to answer to any source of verification of monies received from clients.
- (i) The Third Party shall be required to keep good records, accounts of all transactions and maintain accurate and clear statements and records and books and shall not raise any objections as to the validity and accuracy of such books records of SERENE save for manifest error.
- (j) The Third Party shall only use the forms, prescribed contracts, agreements and all other documents as provided by SERENE.
- (k) The Third Party shall not cause to be published or published or advertise any publications of SERENE and its group of companies unless agreed upon by SERENE.
- (l) All circulars, flyers, advertising materials shall be that generated by SERENE.
- (m) No Third Party shall be empowered to alter change modify contracts or bind SERENE in any way or make representations or promise on behalf of SERENE or its group of companies. This does not relate to the agreed scope of works and marketing efforts to market and sell SERENE's products.

7. Fees

- (a) SERENE shall, for every completed sale, pay to the Third Party for the Services provided under this Agreement the Fees calculated in accordance with Schedules "A", "B", and/or "C" attached hereto and in the manner prescribed herein.
- (b) SERENE shall pay, the Fee to the Third Party in respect of a Completed Confirmed Sale, by wire transfer to the Third Party's bank account, on the fifteenth (15<sup>th</sup>) day of the month following the calendar month by when the actual deal was closed.
- (c) The Third Party acknowledges that SERENE is authorized to take any steps which, in its sole discretion, it deems necessary to verify the amount of Fees payable to the Third Party. The Third Party shall, upon SERENE's request, furnish all documents and information as required by SERENE for such verification.
- (d) The Third Party shall be solely responsible for all taxes payable, if any, on the Fees.
- (e) In the event of a dispute between the Parties on the amount of Fees payable to the Third Party (the "Disputed Sum"), SERENE may, at its sole discretion acting reasonably, withhold payment of the Disputed Sum from the Third Party. If the Parties are unable to resolve and determine the Disputed Sum among themselves within one (1) month of SERENE's objection to the

payment of the Disputed Sum, the matter shall be referred to the courts for determination.

- (f) SERENE shall be entitled appropriately to set off any sums, monies, commissions due and owing to SERENE or such sums as a result of breach by any Third Party agents, brokers, associates.
- (g) SERENE shall at all times have a first charge, lien over the Third Party's commissions and remunerations due towards the satisfaction of all debts incurred, if any, by the Third Party.

8. **Confidential Information and Property of the SERENE and its affiliates**

- (a) The Third Party acknowledges that pursuant to the terms of this Agreement, the Third Party will acquire information of a confidential nature relating to the business of SERENE and its affiliates, including, without limitation, trade secrets or confidential information relating to or belonging to SERENE and its affiliates, including, but not limited to, information relating to customers, customer lists or requirements, price lists or price list structures, marketing and sales information, business plans or dealings, other referring parties or officers, financial information and plans, designs, services, research activities, source codes and computer systems, software, any document marked "confidential" (or with a similar expression), or any information which has been related to the Third Party in confidence or which might reasonably be expected by the Third Party to be regarded by SERENE and its affiliates as confidential, or any information which has been given to SERENE and its affiliates in confidence by its customers, suppliers or other persons ("Confidential Information"), which is the exclusive property of SERENE and its affiliates and which, if disclosed, could cause irreparable harm to SERENE and its affiliates. Accordingly, the Third Party agrees and undertakes that during the duration of this Agreement, and following the termination of the Agreement for any reason, the Third Party shall:
  - (i) treat confidentially and protect against disclosure all Confidential Information belonging to SERENE and its affiliates; and,
  - (ii) shall not use or disclose the Confidential Information to any third party, except for the purpose of carrying out the Services under this Agreement or where disclosure is required by law, provided that prior to disclosing any information pursuant to this clause, the Third Party shall give prior written notice thereof to SERENE with the opportunity to SERENE to contest such disclosure.
  - (iii) The Third Party hereby agrees that all restrictions contained in this clause are reasonable and valid and hereby waives any and all defenses to the strict enforcement thereof by SERENE. If any covenant or provision of this clause is determined to be void or unenforceable in whole or in part, for any reason, it shall be deemed not to affect or impair the validity of any other covenant or provision of this

Agreement, which shall remain in full force and effect. The provisions of this clause shall remain in full force and effect notwithstanding the termination of this Agreement for any reason.

- (iv) The Third Party hereby agrees that all restrictions contained in this clause are reasonable and valid and hereby waives any and all defenses to the strict enforcement thereof by SERENE. If any covenant or provision of this clause is determined to be void or unenforceable in whole or in part, for any reason, it shall be deemed not to affect or impair the validity of any other covenant or provision of this Agreement, which shall remain in full force and effect. The provisions of this clause shall remain in full force and effect notwithstanding the termination of this Agreement for any reason.

9. **Compliance with Laws and regulations**

SERENE shall comply with prevailing and existing laws in Japan and/or endeavour to ensure that any activities it requires the Third Party to perform shall not breach any regulations or laws in Japan

10. **Default or Breach**

A material breach or default by the Third Party shall mean and include the following:

- A petition of bankruptcy filed or winding up or insolvency action taken against the Third Party;
- Offenses committed by the Third Party
- Failure to perform services required under this Agreement, including the failure to attain a predetermined sales target.
- Failure to carry out responsibilities and carry out obligations under this Agreement;
- In such an occurrence or event the services for the Third Party may be terminated within 24 hours without notice or compensation.

11. **Termination**

Either Party may, without cause or reason, terminate this Agreement immediately at any time by giving thirty (30) days/ written notice to the other of such termination. Upon termination of the Agreement pursuant to this clause, save for those obligations specified in Clause 8 hereof; and those liabilities owed to the other Party before the terminating Party gives notice, the terminating Party shall have no further obligation to the other Party unless otherwise specified in this Agreement.

Upon Termination:

- All earned commissions based only on signed and executed contracts prior to notice of termination shall be paid, unless there is a cause for set-off of such sums due;
- All listings, files, marketing materials, product information, receipts, whatever documents relating to SERENE and its group of companies shall be returned to SERENE;
- All listings may be assigned or handed to another Third Party of at the discretion of SERENE;
- The Third Party shall not use any information, materials, documents gathered from SERENE in any way and any unauthorized use shall expose the Third Party to damages, costs and expenses as may be claimed by SERENE;
- Without limiting the generality of the provisions herein, the causes of termination shall include insolvency, bankruptcy, dishonesty, inappropriate conduct, misconduct, breach of performance, etc.

#### Assignment

The Third Party shall not assign transfer change or in any manner make over or assign this Agreement or rights hereunder to any third party without the consent and approval of SERENE.

#### 12. Notice

- (a) Any notice under this Agreement shall be given in writing and must be delivered or sent by prepaid registered post and addressed to the Party to which notice is to be given at the address indicated on the First page of this Agreement.
- (b) Changes in the addresses set out on the First page of this Agreement must be given by either Party to the other in writing. Any written notice or other communication by either Party to any other Party required hereunder shall be deemed to have been properly given or made on the day on which it was delivered (or, if such day is not a Business Day, on the next following Business Day) or, if mailed, on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three (3) Business Days thereafter there is or occurs a labour dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of facsimile or recorded electronic communication.

13. **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Texas. The Parties irrevocably submit to the non-exclusive jurisdiction of the courts of Texas.

14. **Assignment**

- (a) This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of SERENE and the Third Party, respectively.
- (b) Except as may be expressly provided in this Agreement, neither Party hereto may assign his or its rights or obligations under this Agreement without the prior written consent of the other Party hereto.

15. **Severability**

The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision thereof, and this Agreement shall be construed as though such invalid or unenforceable provision were omitted.

16. **Entire Agreement**

This Agreement, together with the Schedules attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties hereto with respect thereto. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express or implied or statutory between the Parties other than as expressly set forth in this Agreement.

17. **Amendments**

No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the Parties hereto. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.


IN WITNESS WHEREOF the Parties have executed this Agreement with effect from  
the date first written above.

Witness:  
Per:


John Alexander Kerr

Forest Funding LLC  
Clean Energy Kabushiki Kaisha, Inc.  
(California Corporation) (Nevada LLC)

Per:

  
Jim Kakuuchi

SERENE COUNTRY HOMES, LLC  
Per:

  
Joe Attrux

**Schedule A:**

**COMMISSION STRUCTURE**  
**(PROPERTY DEVELOPMENT PROGRAM)**

The Third Party will be paid a commission of 7% of the working capital funds invested (ie exclusive of any Management Fees)

As of June 1, 2016 the Working Capital fund is USD 1 Million.

\* \* \*

All commissions will be paid by the 15<sup>th</sup> of the month following the invested date. All transactions must be accompanied by a commission letter issued by SERENE covering the agreed commissions.



Schedule B:

**COMMISSION STRUCTURE**  
**(ACQUISITION AND INFRASTRUCTURE DEVELOPMENT PROGRAM)**

The Third Party will be paid a commission of 5% of the funds invested by a referred client into the Acquisition and Infrastructure Development program.

\* \* \*

All commissions will be paid by the 15<sup>th</sup> of the month following the invested date. All transactions must be accompanied by a commission letter issued by SERENE covering the agreed commissions.

BANK DETAILS OF THE PARTY

~~Clean Energy Kabushiki Kaisha, Inc. (California Corporation)~~  
*Forest Funding LLC (Nevada LLC)*

Name of Third Party : \_\_\_\_\_  
Contact Person : Jim Kakuuchi  
Address : 1820 W Carson St. Suite 204 *1810 E Sahara Ave #123*  
Torrance, CA 90501 *Las Vegas, NV 89104*  
Telephone : 310 218 8126 *702 208 9800*  
Fax : \_\_\_\_\_  
E-Mail : kakuuchi@gmail.com  
\_\_\_\_\_

Bank Name : Bank of the West  
Bank Branch and Address : South Bay Branch  
19191 S. Vermont Ave Ste 150,  
Torrance, CA 90502  
SWIFT code : \_\_\_\_\_  
ABA : \_\_\_\_\_  
Account Name : \_\_\_\_\_  
routing number (for Direct Debit, ACH, etc.) \_\_\_\_\_  
routing number (for Wire Transfer) - \_\_\_\_\_  
Account Number : Business checking account number - \_\_\_\_\_  
\_\_\_\_\_

Business References : \_\_\_\_\_  
Details of Regulating Authority : \_\_\_\_\_



**CONSTRUCTION MANAGEMENT AGREEMENT**

This Construction Management Agreement (hereinafter "Agreement") is made this 15<sup>th</sup> day of January, 2018 by and between:

**CONTRACTOR:** Serene Country Homes, LLC  
6635 Sandshell Blvd Fort  
Worth, TX 76137  
Phone Number: 682-333-0101  
Fax Number: 817-232-8815

**OWNER:** Global Forest, LLC  
1810 E. Sahara Ave #123  
Las Vegas, NV 89104

**PROJECT:** Trails of Fossil Creek  
Lot 18 Block KK

More specifically described in Exhibit A to this Agreement

This Agreement is entered into by both parties with the understanding that this document forms the basis for the Agreement and no other representations or guarantees have been made whether they be oral, written or implied.

This Agreement shall govern the relationship between Contractor and Owner of the Project. The description of any work to be performed on any Project ("Work"), any specifics regarding the Work, rules and regulations regarding the Work and the price shall be contained on the Construction Plans attached hereto as Exhibit "B" and all bid sheets, proposals, drawings, specifications, scopes of work, site plans and other documentation reviewed, approved and signed by the parties hereto governing the Work (collectively, the "Construction Documents"). All Construction Documents are incorporated herein by reference and made a part hereof. All Construction Documents, scopes of work, costs of work and fee agreements shall be identified as being subject to this Agreement and will be added via signed change order as developed and made available.

Contractor and Owner agree as follows:

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[Signature]

1. The Work and/or materials to be supplied by Contractor pursuant to this Agreement include all labor and materials furnished by Contractor at the request of Owner for the construction of residential improvements in substantial compliance with the Construction Documents. This Agreement shall be effective from the date hereof and shall continue until terminated by either party upon thirty (30) days written notice to the other; provided, however, that Contractor's obligations and warranties shall survive termination with respect to all labor and/or materials supplied by or through Contractor prior to termination. Additional compensation for general overhead and Contractor's Fee shall be commensurate with Work added and shall be specified in each work order for additional Work that is reviewed, approved and signed by the parties hereto. All other items are paid as cost of the Work and will be added via change order as Construction Documents are made available. Any changes to a work order will be made via a change order. In no way shall the Contractor's Fee paid to Contractor be less than that agreed to in each original work order.
2. In consideration of the performance of the Contractor's obligations under this Agreement, the Owner shall pay the Contractor a Contractor's Fee in the amounts set forth on Exhibit A of this Agreement (the "Contractor's Fee"). Based upon application for payment by Contractor, the Owner shall make progress payments towards the total Contractor's Fees in accordance with the following draw schedule per house:

Draw	Percentage of Contractor's Fee	Construction Phase
1	40%	Deposit due upon execution of the Construction Management Agreement
2	40%	Pre-Pour Inspection
3	15%	Insulation Inspection
4	5%	Final Inspection

If the job remains idle for a total of thirty (30) days due to Owner's failure to pay Contractor as agreed, then Contractor shall have the right in its sole discretion to declare Owner in breach of this agreement and terminate the agreement. In the event Contractor elects to terminate this agreement under this Section 2, Owner and Contractor agree that Contractor is authorized under its power of attorney to execute a Warranty Deed which deeds the property back to Contractor. Such deed shall not be executed until such time as Contractor has tendered to Owner funds equal to the purchase price paid by Owner plus any construction costs paid by Owner, less reimbursement of any costs incurred by Contractor as a result of Owner's breach.

No payments will be disbursed until Owner has had a reasonable opportunity to inspect the Work performed or material delivered, has received an invoice identifying the subject Work and has received valid lien waivers executed by Contractor. Owners agree to make the progress payments within five (5) days of certification by Owners of the work performed. If Owners fail to pay Contractor within seven (7) days of the date the payment is due through no fault of Contractor, upon three (3) additional days written notice to Owners, Contractor may stop the Work. Contractor may keep the job idle until such time as payments that are due to Contractor are paid. Contractor agrees to provide Owner with the names and addresses of Contractor's subcontractors and suppliers ("Suppliers") upon Owner's request for same. Owner may at its discretion, by written request only, obtain written verification direct from Contractor's Suppliers that Contractor has paid all bills currently due for materials and/or labor related to Work performed under this contract. In the event Contractor's accounts with its Suppliers are more than sixty (60) days past Supplier's due date, Owner may, at its discretion; elect to withhold payment from Contractor and pay Contractor's Supplier's to bring Contractor's accounts current. Owner shall give Contractor seventy-two (72) hours notice of its proposed action. Any residual due Contractor after outstanding bills with Contractor's Suppliers have been satisfied will then be paid to Contractor. Owner agrees not to contract with, solicit, instruct, direct or otherwise communicate with the Suppliers retained by Contractor as to the scheduling of or details about the Work (including additions to or deletions from the Work). Furthermore, Owner shall not do or cause any Work to be

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done, or alter or cause the alteration of any portion of the improvements, whether complete or incomplete, prior to Contractor's completion of all Work called for under this contract or termination of this contract, whichever is later, without Contractor's express written consent which may be withheld or delayed at Contractor's sole discretion. Notwithstanding any provision herein to the contrary, this paragraph shall survive the contract.

3. Contractor certifies that it is an independent contractor and not an employee of Owner and as such, certifies it is solely responsible for all applicable taxes and charges including, but not limited to, withholding taxes, social security taxes and unemployment taxes on Contractor and Contractor's employees. Contractor certifies that it, as an independent contractor, is not under the direction and control of Owner and certifies it holds itself out for employment by other companies in the trade. Contractor certifies it uses its own tools, offices at its business address shown above and there has never been, nor will there be, during the term of this contract, an employer/employee relationship with Owner. Contractor certifies that this Agreement went into effect from the date of first performance as a Contractor for Owner.
4. OWNER AGREES THAT ANY ACTS, OMISSIONS BY, OR LOSSES, DAMAGES, OR DELAYS CAUSED BY OWNER, OWNER'S AGENTS OR ANY THIRD PARTY RETAINED BY OWNER SHALL BE THE RESPONSIBILITY OF OWNER, NOT CONTRACTOR. FURTHERMORE, OWNER AGREES THAT CONTRACTOR WILL NOT BE REQUIRED TO PAY FOR, WARRANT, REPAIR, INSURE, OR CORRECT ANY WORK PERFORMED OR MATERIALS PROVIDED BY PERSONS OR ENTITIES EMPLOYED BY, OR WHO HAVE CONTRACTED WITH OWNER.
5. Contractor expressly agrees to read and become familiar with all relevant plans and specifications. In constructing the improvements, Contractor will rely on the Construction Documents as being complete and correct in all respects. CONTRACTOR DOES NOT WARRANT OR GUARANTEE ANY OF THE CONSTRUCTION DOCUMENTS WHICH HAVE BEEN PREPARED BY ANY PARTY OTHER THAN CONTRACTOR. CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE REPRESENTATIONS, CONSTRUCTION DOCUMENTS, PLANS, SPECIFICATIONS, OR DESIGNS MADE BY AN ARCHITECT, ENGINEER, SURVEYOR, OR DESIGNER WITH RESPECT TO ANY OF THE CONSTRUCTION DOCUMENTS. All changes or corrections causing additional expense or delays shall be administered as a change order as outlined above. Any supplements to the Construction Documents prepared by Contractor shall be the property of Contractor and shall not be used by Owner except for construction provided by Contractor. Owner acknowledges that minor changes may occur in the Work and agrees that so long as the construction of the improvements is substantially in compliance with the Construction Documents, such minor deviations will be accepted. Except for other contracts entered into by Owner, Contractor shall be solely responsible for all construction under this contract, including techniques, sequences, procedures, means and coordination of all Work. Contractor shall supervise and direct its work to the best of its ability, and give it all attention necessary for such proper supervision and direction. Contractor shall perform all labor in a workmanlike manner, according to the standard practice in effect at the time and place of the Work.
6. Contractor shall maintain at all times strict discipline among its employees and its agents, and agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which it is employed. Contractor does not warrant or guarantee the discipline, fitness, or skillfulness of any other parties that the Owner has contracted with independently of Contractor.
7. Contractor shall pay all taxes required by law in connection with work under this contract including sales, use and similar taxes, and it shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore. Contractor stipulates and agrees that the prices paid to Contractor by Owner will include all sales tax.
8. Contractor shall comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the performance of the Work herein. Contractor is not responsible for, but shall endeavor to obtain compliance relating to Work performed or materially affected by Suppliers contracted with by Owner. If any of the Construction Documents are at variance therewith, Contractor shall notify Owner promptly on discovery of such variance.

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9. Contractor hereby releases Owner of any liability of whatsoever nature because of injuries to Contractor, its employees, agents and/or Suppliers. To ensure and to protect the personal health and safety of Owner and Owner's licensees and invitees, Owner shall restrict entry by the Owner and Owner's licensees and invitees onto the Project or into the improvements to a minimum. When Owner chooses to have its agents, licensees or invitees enter the Project (except at the request of Contractor), and irrespective of Contractor's presence on the Project at such time, OWNER AGREES TO RELEASE AND/OR INDEMNIFY AND HOLD CONTRACTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING IN FAVOR OF OWNER OR OWNER'S AGENTS, LICENSEES AND INVITEES ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING OR INCIDENT TO THE CONDITION OF THE PROJECT AND/OR THE IMPROVEMENTS. CONTRACTOR AGREES TO RELEASE AND/OR INDEMNIFY AND HOLD OWNER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING IN FAVOR OF CONTRACTOR OR CONTRACTOR'S AGENTS, SUBCONTRACTORS, LICENSEES AND INVITEES ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING OR INCIDENT TO THE CONDITION OF THE PROJECT AND/OR THE IMPROVEMENTS. Owner also acknowledges that the contemplated construction imposes an inherent risk to the health of the trees and vegetation situated on the Project, and Owner understands that Contractor cannot guarantee the viability of those trees and vegetation. Owner acknowledges this risk and agrees to release Contractor from any claims for damages to or loss of trees or vegetation resulting from construction activities.
10. Contractor represents and warrants to Owner that all equipment and materials used in the Work and made a part of the structures thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the Construction Documents, of good quality, free of defects, and in conformity with the Construction Documents. Contractor shall assign or have issued directly to Owner any third party warranties related to work performed on the Project and Contractor shall give Owner a one-year warranty on the Work that such Work was performed in a manner consistent with standard construction practices in effect at the time and place of the Work.
11. Contractor agrees to keep the work premises and adjoining ways free of waste material and rubbish caused by its Work or that of its subcontractors. It further agrees to remove all waste material and rubbish on termination of its Work together with all its tools, equipment and machinery. It agrees on terminating its work at the site, to conduct general clean-up operations and move all materials (usable and waste) to a location designated by Owner. All such work shall be done on a cost plus reimbursement.
12. Neither party has the right to assign this Contract without the written consent of the other.
13. Before commencing the Work as contemplated herein, Contractor and its subcontractors shall procure and maintain at their own expense, until completion and a final acceptance of the Work, the following insurance:
- a. Commercial general liability insurance:
    - \$1,000,000 each occurrence
    - \$2,000,000 general aggregate
    - \$1,000,000 personal & advertising injury
    - \$2,000,000 products-completed operations aggregate
    - \$ 50,000 damages to rented premises
    - \$ 5,000 medical expense

AK



Provide coverage for X, C, U - (explosion, collapse, and underground), contractual liability, products/completed operations, personal injury, broad form property damage, and an endorsement providing the coverage is primary and any insurance provided by Contractor is excess and non contributory. The commercial general liability policy shall name the Owner as an additional insured.

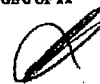
- b. Contractor shall be responsible for satisfying any statutory requirements to Worker's Compensation insurance as required by the state of Texas. Contractor is required by law to give notice to the Texas Workers' Compensation Commission and its employees stating whether subcontractor has elected to carry workers' compensation. Owner is not responsible for obtaining workers' compensation coverage for subcontractor. Contractor will provide a waiver of subrogation from its insurance carrier, in favor of Owner.
  - c. Automobiles and motor vehicles (owned, non-owned, and hired): \$1,000,000 combined single limit for bodily injury and property damage.
  - d. Contractor shall insure or assume responsibility for losses to tools, clothes, equipment, and materials owned by it, its subcontractors, employees, or others used to perform its work.
  - e. Insurance Requirements: Each policy of insurance carried pursuant to this Agreement shall be issued by companies reviewed in the most recent A.M. Best rating having not less than an A-VII rating. Policies will be made available within 3 days of request.
  - f. Contractors Risk Insurance, which, shall be reimbursed by the Owner as a cost plus item.
14. Owner agrees to promptly notify Contractor of any objections to any Work not in compliance with the Construction Documents. To the extent reasonably possible, Contractor agrees to commence correcting such work within forty-eight hours of such notice. **Failure by Owner to promptly notify Contractor of objections to any Work performed within any phase of construction shall constitute an acceptance of that portion of the Work.** Owner acknowledges and agrees, however, that it may be inappropriate and/or unreasonably expensive and time-consuming to replace, re-fabricate or repaint a component that exhibits a minor defective condition. In such instances, Contractor, in its sole judgment, may (i) employ an alternate remedy to correct the deficiency in conformance with reasonable construction practices, or (ii) conclude that the condition is within acceptable tolerances and take no corrective action.
15. Contractor shall continually perform the Work and correct defective work designated under the Agreement, and in the event Contractor shall not substantially perform in a continuous, satisfactory manner and if Contractor should fail to do so for ten (10) business days under any job requested by Owner, Owner shall have the right, upon written notice to Contractor, to terminate this Contract. However, the projected completion date may be extended for one or more Permitted Delays, and Owner does not have the right to terminate this Contract if the Work is not continuously performed due to a Permitted Delay as listed below ("Permitted Delays"):
- a. Changes by Owner or Owner's representatives to the Construction Documents.
  - b. Failure of Owner to timely make selections as directed below.
  - c. Failure of Owner to timely make any payments when due.
  - d. Other acts or omissions by Owner or Owner's representatives.
  - e. Prohibitive inclement weather or acts of God.
  - f. Fire or casualty loss.
  - g. Non-availability of labor, services or materials.
  - h. Delays caused by any applicable governmental entity's change in laws or ordinances or delays in issuing necessary permits or conducting inspections.
  - i. Delays caused by change orders or work orders.

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- j. Disputes with Owner or Owner's representatives (which will allow Contractor to suspend Work until resolved).
- k. Civil unrest, strikes, lockouts, acts of public authorities, war.
- l. Other events or causes beyond Contractor's reasonable control.
16. Contractor shall be able to extend the projected completion date by giving Owner written notice within thirty (30) days of a Permitted Delay.
17. Owner reserves the right, from time to time, to order work changes in the nature of additions, deletions, or modifications, without invalidating the contract and agrees to make corresponding adjustments in the contract price. All changes will be authorized by a written change order signed by Owner. The change order will include corresponding changes in the contract and price list and payment schedule. Work shall be changed and the contract price shall be modified only as set out in the written change order.
18. Contractor shall perform the Work in accordance with the Construction Documents and, to the degree that Contractor is afforded discretion under such Construction Documents, shall comply with all governmental regulations established by governmental agencies or municipalities with authority over inspection and approval of the Work. Contractor shall keep itself informed as to all applicable building codes and all Owner's construction procedures and requirements.
19. During the performance of this contract, and with Owner's recognition that the Work is an inherently dangerous and dynamic process, the Contractor agrees to comply with all State and Federal laws applicable to Contractor's management of a reasonably safe workplace and to its performance as an employer.
20. All notices required to be given to Owner shall be sent to the following address:
- Client Name Global Forest LLC  
Address 1810 E. Sahara Ave #123, Las Vegas, NV 89104  
Phone 702-208-9800
21. All notices to be sent to Contractor shall be sent to the following address:
- Serene Country Homes, LLC  
6635 Sandshell Blvd Fort  
Worth TX 76137  
Phone Number: 682-333-0101  
Fax Number: 817-232-8815
22. Contractor agrees to immediately notify Owner if Contractor's mailing address changes from the "Mailing Address" shown at the beginning of this Agreement.
23. Owner has entered into this Agreement with the intent and purpose of engaging in the business of constructing residential buildings on the property for the purpose of resale or lease. Owner will not reside in the residential buildings to be constructed on the property or otherwise use it for personal, family, or household use. To the extent allowable by law, Owner expressly disclaims that Owner is a "consumer" or that this Agreement is a part of a "consumer credit transaction" as those terms are defined in the Truth in Lending Act ("TILA") and the Interstate Land Sales Full Disclosure Act ("ILSA"). It is the express intent of the parties hereto that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement from registration, licensing disclosure or other obligations under the TILA and ILSA. Both Contractor and Owner hereby expressly waive any right or provision of this Agreement that would otherwise preclude any exemption, and such right or provision shall be severed from this Agreement and given no effect.

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24. The parties to this Agreement specifically agree that this transaction involves interstate commerce and that, to the fullest extent permitted by applicable law, any dispute (whether contract, warranty, tort, statutory or otherwise), including, but not limited to, (a) any and all controversies, disputes or claims arising under, or related to, this Agreement, the Project, the Work, or any dealings between Owner and Contractor; (b) any controversy, dispute or claim arising by virtue of any representations, promises or warranties alleged to have been made by Contractor or Contractor's representative; and (c) any personal injury or property damage alleged to have been sustained by any agent or invitee of Owner on the Project, shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) or, if applicable, by similar state statute, and not by or in a court of law. All decisions respecting the arbitrability of any dispute shall be decided by the arbitrator. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all or any portion of its costs and fees. "Costs and fees" may include reasonable expenses of mediation and/or arbitration, including arbitrator's fees, administrative fees, travel expenses and out-of-pocket expenses such as copying and telephone, court costs, witness fees and reasonable attorneys' fees. The mediation and, if necessary, the arbitration shall be conducted by the American Arbitration Association ("AAA") in accordance with its applicable rules. If there is any conflict between this Agreement and such rules, the provisions of this Agreement shall control. If, for any reason, the AAA is unable or unwilling to conduct the mediation and/or the binding arbitration proceedings specified above, the parties agree to work together in good faith to select a mediator and, if all disputes are not resolved by mediation, an arbitrator in Tarrant County, Texas. If the parties are unable to agree on the appointment of a mediator and/or arbitrator, either party may petition a court of general jurisdiction in the subject county to appoint a mediator and/or arbitrator. It is stipulated and agreed that the filing of a petition requesting appointment of a mediator and/or arbitrator shall not constitute a waiver of the right to enforce binding arbitration.

In any arbitration proceeding between the parties:

- a. All applicable Federal and State law shall apply;
- b. All applicable claims, causes of action, remedies and defenses that would be available in court shall apply;
- c. The proceeding shall be conducted by a single arbitrator selected by a process designed to ensure the neutrality of the arbitrator;
- d. The parties shall be entitled to conduct reasonable and necessary discovery;
- e. The arbitrator shall render a written award and, if requested by any party, a reasoned award;
- f. Neither party shall be required to pay any unreasonable costs, expenses or arbitrator's fees and the arbitrator shall have the right to apportion the cost of any such items in an equitable manner in the arbitration award; and
- g. Any award rendered in the proceeding shall be final and binding and judgment upon any such award may be entered in any court having jurisdiction.

25. Owner and Contractor agree that notwithstanding anything to the contrary, the rights and obligations set forth in this contract relating in any manner to the substance of a dispute or the process of dispute resolution, arbitration, or mediation shall survive (1) the termination of this Agreement by either party; or (2) the breach of this Agreement by either party. The waiver or invalidity of any portion of this paragraph shall not affect the validity or enforceability of the remaining portions of this paragraph and/or this Agreement.

26. If any party to this Agreement files a proceeding in any court to resolve any controversy, dispute or claim, such action shall not constitute a waiver of the right of such party or a bar to the right of any other party to seek arbitration of that or any other claim, dispute or controversy, and the court shall, upon motion of any party to the proceeding, direct that such controversy, dispute or claim be arbitrated in accordance herewith.

*AK*

*[Signature]*

27. Contractor expressly agrees that all warranties made by it in this Agreement, shall survive this Agreement in the event it is terminated or expires for any reason, other than a material breach of this Contract by Owner, prior to the running of the one year warranty period. It is understood and agreed by the parties hereto that if any of the clauses or provisions of this Agreement shall contravene or be invalid under the laws of the State of Texas, such contravention of invalidity shall not invalidate the entire agreement, but it shall be construed as if not containing the particular clause or provision held to be invalid, and the rights and obligations of Contractor and Owner shall be construed and enforced accordingly.
28. The words "Owner," "Contractor" "subcontractor" and "Supplier" include singular or plural, individual, partnership or corporation, and the respective heirs, executors, administrators, successors, and assigns of Owner, Contractor and subcontractors, as the case may be. The use of any gender applies to all genders. If more than one party is named as Contractor, the obligation hereunder of each such party is joint and several.
29. This Agreement and the terms and covenants herein contained shall apply to and be binding upon the parties hereto, their heirs, successors and assigns. None of the rights, interests or obligations created by this Agreement may be assigned, transferred, or delegated in whole or in part by the parties hereto, and any such purported assignment transfer or delegation shall be void.
30. This Agreement (including the exhibits hereto) contains the entire agreement among the parties, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereof shall be binding on either party hereto unless set forth in a document executed by all the parties hereto **OR UNLESS AS SPECIFICALLY ACKNOWLEDGED AND AGREED IN EMAIL CORRESPONDENCE BETWEEN THE UNDERSIGNED PRINCIPALS AND SENT BETWEEN THE ADDRESSES GIVEN HEREIN.** If there is a conflict between this Agreement and any terms contained in any proposal, invoice or other agreement between Owner and Contractor, the terms of this Agreement shall control.
31. The laws of the state of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable in the county where the Project is located, and the parties hereto consent to such venue for purposes of any action arising out of this Agreement.
32. The parties agree that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

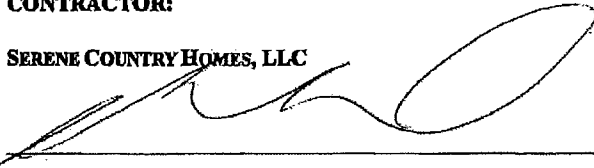
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EXECUTED this 15th day of January, 2018.

**CONTRACTOR:**

**SERENE COUNTRY HOMES, LLC**



(Signature)

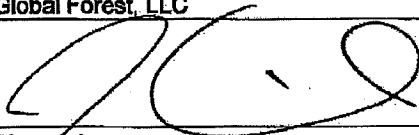
1/18/18

(Date)

NICK LIND - VICE PRESIDENT  
(Printed Name and Title)

**OWNER:**

**Global Forest, LLC**



(Signature)

1/15/2018

(Date)

Hajime Kakuuchi - Manager  
(Printed Name and Title)

**Exhibit A**

1. Lot and Block address: 309 Marble Creek Dr  
House Design Model: Clark  
Description:

3 Bedrooms  
2 Bathrooms  
1 Living Rooms  
1440 Square Feet

Contractor's Fee: \$ 101,455.00

TOTAL CONTRACTOR'S FEE: \$ 101,455.00

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[Signature]

**Exhibit B**

**CONSTRUCTION PLANS**

CONSTRUCTION MANAGEMENT AGREEMENT – V04

Owner Initials AK

PAGE 11 OF 11

Contractor Initials 

Exhibit C

## Global Forest LLC

## CONSTRUCTION STATUS UPDATE

## PROPERTY DEVELOPER'S PROGRAM

Community	Availability	Status	Stage	Address	Buyer	Plan	PDP Sales Price	PDP Cost	Remarks
TFC4 <i>FW</i>	INVENTORY	COMPLETE	16	224 Iron Ore Trail	<i>certificate of occupancy</i>	REDWOOD	\$236,950.00	\$213,255.00	House had multiple viewings; waiting for formal offer
MPE <i>WP</i>	INVENTORY	CIP	11	109 Breeders Dr.		TULUM	\$345,950.00	\$311,355.00	Installation of cabinets; tile and countertops ordered
MPE <i>WP</i>	INVENTORY	CIP	9	115 Breeders Dr.		EVANS	\$319,950.00	\$287,955.00	Drywalling done; laying of bricks scheduled; bricks delivered
THOW1 <i>FW</i>	INVENTORY	COMPLETE	16	277 Flower Ridge Dr.	<i>h</i>	REDWOOD	\$248,950.00	\$224,055.00	Home completed early August; Multiple viewings from different prospects; waiting for formal offer
MPE <i>WP</i>	INVENTORY	COMPLETE	16	105 Breeders Dr.	<i>a</i>	GULLFOSS	\$285,950.00	\$257,355.00	Landscaping completed end of September; house now complete and ready for viewing
MPE <i>WP</i>	INVENTORY	CIP	9	165 Melbourne Dr.		GULLFOSS	\$285,950.00	\$257,355.00	Installation of insulation ongoing; Roof shingles placed; laying of bricks scheduled
MPE <i>WP</i>	INVENTORY	CIP	9	161 Melbourne Dr.		TULUM	\$345,950.00	\$311,355.00	Installation of insulation ongoing; laying of bricks scheduled
MPE <i>WP</i>	INVENTORY	CIP	9	132 Melbourne Dr.		EVANS	\$335,950.00	\$287,955.00	Installation of insulation done; laying of bricks scheduled
MPE <i>WP</i>	INVENTORY	CIP	9	136 Melbourne Dr.		GULLFOSS	\$285,950.00	\$257,355.00	Installation of insulation ongoing; laying of bricks scheduled
TFC4 <i>FW</i>	INVENTORY	CIP	7	352 Lead Creek Dr.		DENALI	\$259,950.00	\$233,955.00	Installation of insulation ongoing
TFC4 <i>FW</i>	INVENTORY	CIP	7	320 Marble Creek Dr.		DENALI	\$259,950.00	\$233,955.00	Installation of insulation ongoing
MPE <i>WP</i>	INVENTORY	CIP	11	165 Breeders Dr.		WHITNEY	\$359,950.00	\$323,955.00	Windows installed; bricks laid; garage door for installation before cabinets can be installed
TFC4 <i>FW</i>	INVENTORY	CIP	7	321 Marble Creek Dr.		DIXIE	\$226,950.00	\$204,255.00	Installation of insulation ongoing
TFC4 <i>FW</i>	INVENTORY	PRE-START	0	357 Marble Creek Dr.		MARION	\$242,950.00	\$218,655.00	Awaiting permit approval
MPE <i>WP</i>	INVENTORY	CIP	7	128 Melbourne Dr.		GARFIELD	\$367,950.00	\$332,955.00	Installation of insulation ongoing
<b>TOTAL</b>							<b>\$4,409,250.00</b>	<b>\$3,955,725.00</b>	

## CONSTRUCTION STAGES LEGEND

0= Pre-start  
 1= Lot Stake  
 2= Foam/Underground Plumbing  
 3= Foundation  
 4= Frame  
 5= Window/Roof/Ext Door  
 6= MEP Rough  
 7= Insulation  
 8= Sheetrock  
 9= Trim Doors  
 10= Paint  
 11= Cabinets  
 12= Tile/Countertops  
 13= MEP Finals  
 14= Carpet & Appliances  
 15= Landscape  
 16= Complete

Request for Building Permit  
 blue print  
 check list

ownership  
 title profile

Allocation Balance	\$	190,445.00
Sales Value of Current Inventory	\$	4,409,250.00
Cost of Current Inventory	\$	3,955,725.00
Current Capital (Initial Capital + Profits)	\$	4,146,170.00
Overdraw Limit (ODL)		
Maximum Allocation (Capital + ODL)	\$	4,146,170.00
Allocation Overdraw	\$	-
Allocation Balance (w/o ODL)	\$	190,445.00

017-307091-19

Exhibit D



Exhibit E





Exhibit E





Exhibit E











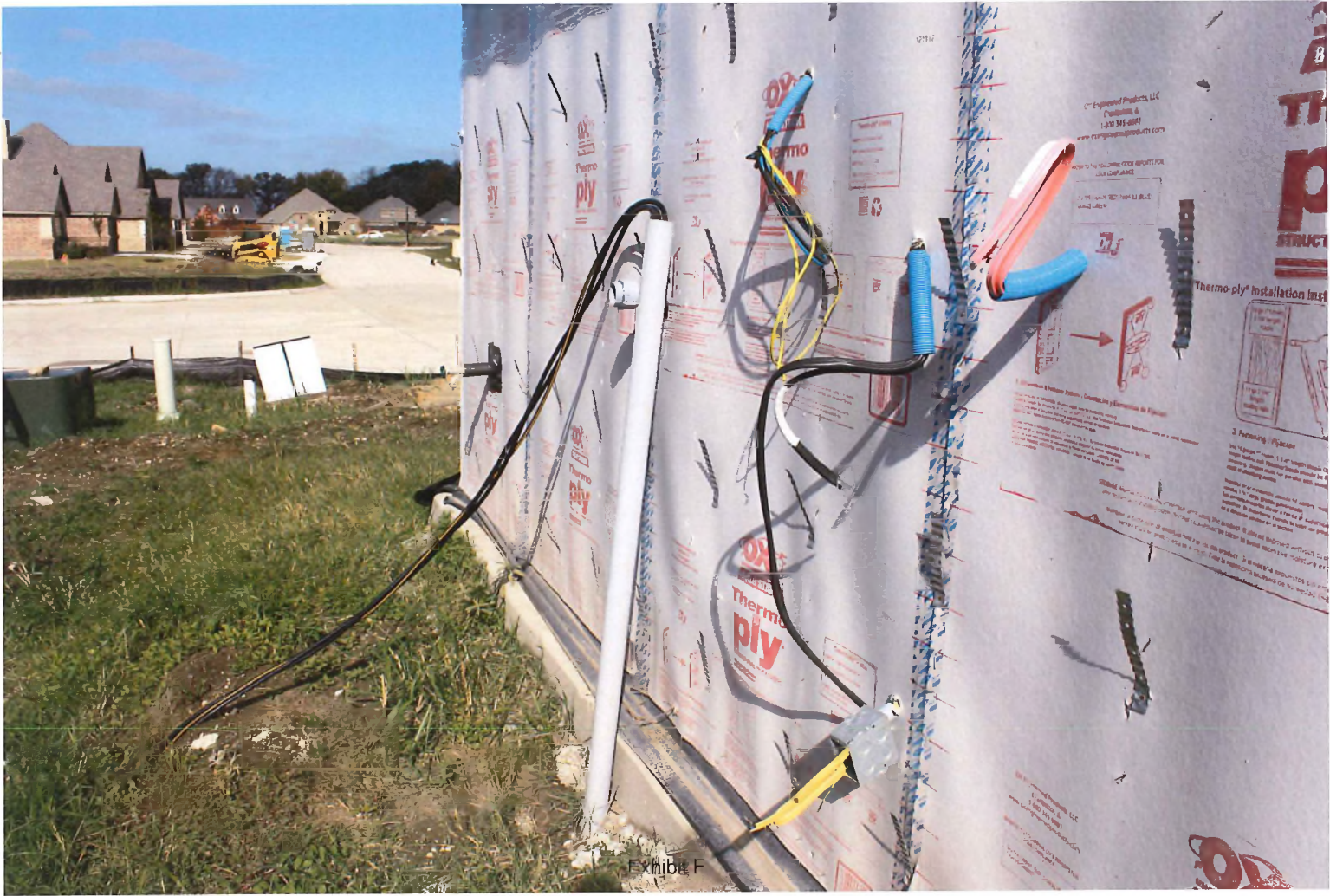


Exhibit F





Exhibit F



Exhibit F

# APPENDIX L



ORIGINAL

Cause No. 107204

**M3 Fort Worth Developer, LLC and  
The YoungESTone, LLC,**  
*Plaintiffs,*

**v.**

**Serene Country Homes, LLC; Foo  
Tiang Meng Dirk Robert a/k/a Dirk  
Foo; Windridge A2A Developments,  
LLC; Sendera Ranch A2A  
Developments, LLC; Sendera Ranch  
A2A Developments II, LLC; Serene  
Sendera Ranch GP, LLC; Serene  
Sendera Ranch, LP; Pearl  
Developments, LLC; Fossil Creek  
A2A Developments, LLC;  
NTARC, LLC; A2A Capital  
Management USA, LLC; SCH Fund,  
LLC; Allan Lind; Nicholas Lind; and  
Joseph Attrux,**  
*Defendants.*

FILED  
FOR RECORD

AUG 31 2023

MELANIE REED, DISTRICT CLERK  
ELLIS COUNTY, TEXAS

**In the District Court of**

**Ellis County, Texas**

**40<sup>th</sup> Judicial District**

**Final Judgment**

The Court, having already entered default judgment against non-answering defendant Nicholas Lind ("Lind") for all claims against him on September 21, 2022, having entered default judgment against non-answering defendants Serene Country Homes, LLC; Windridge A2A Developments, LLC; Sendera Ranch A2A Developments, LLC; Sendera Ranch A2A Developments II, LLC; Serene Sendera Ranch GP, LLC; Serene Sendera Ranch, LP; Fossil Creek A2A Developments, LLC; NTARC, LLC; SCH Fund, LLC; Pearl Developments, LLC; and A2A Capital Management USA, LLC (together with Lind, referred to collectively as "Defendants") for all claims against them on July 3, 2023, and having considered the evidence presented to this Court on August 21, 2023 and in the record, enters this Final Judgment against Defendants in favor of Plaintiffs M3 Fort Worth Developer, LLC and The YoungESTone, LLC.

It is therefore ORDERED as follows:

Judgment is entered in favor of Plaintiff M3 Fort Worth Developer, LLC against all the above-identified Defendants, jointly and severally, for economic damages in the amount of \$529,275.80.

Plaintiff M3 Fort Worth Developer, LLC is awarded the following exemplary damages:

- a) \$1,058,551.60 against Nicholas Lind as a result of his participation in the fraud, misappropriation, fraudulent transfer, conspiracy, and/or violations of the Texas Securities Act against M3 Fort Worth Developer, LLC.
- b) \$1,058,551.60 against Serene Country Homes, LLC as a result of its participation in the breach of fiduciary duty, fraud, misappropriation, fraudulent transfer, conspiracy, and/or violations of the Texas Securities Act against M3 Fort Worth Developer, LLC.
- c) \$1,058,551.60 against Windridge A2A Developments, LLC as a result of its participation in the fraud, misappropriation, fraudulent transfer, conspiracy, and/or violations of the Texas Securities Act against M3 Fort Worth Developer, LLC.
- d) \$1,058,551.60 against Sendera Ranch A2A Developments, LLC as a result of its participation in the misappropriation, fraudulent transfer, conspiracy, and/or violations of the Texas Securities Act against M3 Fort Worth Developer, LLC.
- e) \$1,058,551.60 against Sendera Ranch A2A Developments II, LLC as a result of its participation in the misappropriation, fraudulent transfer, conspiracy, and/or violations of the Texas Securities Act against M3 Fort Worth Developer, LLC.

- f) \$1,058,551.60 against Serene Sendera Ranch GP, LLC as a result of its participation in the misappropriation, fraudulent transfer, conspiracy, and/or violations of the Texas Securities Act against M3 Fort Worth Developer, LLC.
- g) \$1,058,551.60 against Serene Sendera Ranch, LP as a result of its participation in the misappropriation, fraudulent transfer, conspiracy, and/or violations of the Texas Securities Act against M3 Fort Worth Developer, LLC.
- h) \$1,058,551.60 against Pearl Developments, LLC as a result of its participation in the misappropriation, fraudulent transfer, conspiracy, and/or violations of the Texas Securities Act against M3 Fort Worth Developer, LLC.
- i) \$1,058,551.60 against Fossil Creek A2A Developments, LLC as a result of its participation in the misappropriation, fraudulent transfer, conspiracy, and/or violations of the Texas Securities Act against M3 Fort Worth Developer, LLC.
- j) \$1,058,551.60 against NTARC, LLC as a result of its participation in the misappropriation, fraudulent transfer, conspiracy, and/or violations of the Texas Securities Act against M3 Fort Worth Developer, LLC.
- k) \$1,058,551.60 against SCH Fund, LLC as a result of its participation in the misappropriation, fraudulent transfer, conspiracy, and/or violations of the Texas Securities Act against M3 Fort Worth Developer, LLC.
- l) \$1,058,551.60 against A2A Capital Management USA, LLC as a result of its participation in the misappropriation, fraudulent transfer, conspiracy, and/or violations of the Texas Securities Act against M3 Fort Worth Developer, LLC.

To the extent any one Defendant pays any amount of exemplary damages to M3 Fort Worth Developer, LLC, the remaining Defendants shall receive a credit for such amount against any

remaining exemplary damages owed to M3 Fort Worth Developer, LLC such that it only receives one complete recovery for exemplary damages.

Judgment is entered in favor of Plaintiff The YoungESTone, LLC against all the above-identified Defendants, jointly and severally, for economic damages in the amount of \$504,204.40.

Plaintiff The YoungESTone, LLC is awarded the following exemplary damages:

- a) \$1,008,408.80 against Nicholas Lind as a result of his participation in the fraud, misappropriation, fraudulent transfer, conspiracy, and/or violations of the Texas Securities Act against The YoungESTone, LLC.
- b) \$1,008,408.80 against Serene Country Homes, LLC as a result of its participation in the breach of fiduciary duty, fraud, misappropriation, fraudulent transfer, conspiracy, and/or violations of the Texas Securities Act against The YoungESTone, LLC.
- c) \$1,008,408.80 against Windridge A2A Developments, LLC as a result of its participation in the fraud, misappropriation, fraudulent transfer, conspiracy, and/or violations of the Texas Securities Act against The YoungESTone, LLC.
- d) \$1,008,408.80 against Sendera Ranch A2A Developments, LLC as a result of its participation in the misappropriation, fraudulent transfer, conspiracy, and/or violations of the Texas Securities Act against The YoungESTone, LLC.
- e) \$1,008,408.80 against Sendera Ranch A2A Developments II, LLC as a result of its participation in the misappropriation, fraudulent transfer, conspiracy, and/or violations of the Texas Securities Act against The YoungESTone, LLC.

- f) \$1,008,408.80 against Serene Sendera Ranch GP, LLC as a result of its participation in the misappropriation, fraudulent transfer, conspiracy, and/or violations of the Texas Securities Act against The YoungESTone, LLC.
- g) \$1,008,408.80 against Serene Sendera Ranch, LP as a result of its participation in the misappropriation, fraudulent transfer, conspiracy, and/or violations of the Texas Securities Act against The YoungESTone, LLC.
- h) \$1,008,408.80 against Pearl Developments, LLC as a result of its participation in the misappropriation, fraudulent transfer, conspiracy, and/or violations of the Texas Securities Act against The YoungESTone, LLC.
- i) \$1,008,408.80 against Fossil Creek A2A Developments, LLC as a result of its participation in the misappropriation, fraudulent transfer, conspiracy, and/or violations of the Texas Securities Act against The YoungESTone, LLC.
- j) \$1,008,408.80 against NTARC, LLC as a result of its participation in the misappropriation, fraudulent transfer, conspiracy, and/or violations of the Texas Securities Act against The YoungESTone, LLC.
- k) \$1,058,551.60 against SCH Fund, LLC as a result of its participation in the misappropriation, fraudulent transfer, conspiracy, and/or violations of the Texas Securities Act against The YoungESTone, LLC.
- l) \$1,008,408.80 against A2A Capital Management USA, LLC as a result of its participation in the misappropriation, fraudulent transfer, conspiracy, and/or violations of the Texas Securities Act against The YoungESTone, LLC.

To the extent any one Defendant pays any amount of exemplary damages to The YoungESTone, LLC, the remaining Defendants shall receive a credit for such amount against any

remaining exemplary damages owed to The YoungESTone, LLC such that it only receives one complete recovery for exemplary damages.

Plaintiffs are awarded their attorneys' fees in the amount of \$47,940.92;

Plaintiffs are awarded their conditional attorneys' fees in the amount of \$5,000 in the event of any defendant's unsuccessful appeal to the Texas Court of Appeals regarding any judgment rendered in this lawsuit;

Plaintiffs are awarded their conditional attorneys' fees in the amount of \$5,000 in the event of any defendant's unsuccessful petition for review to the Texas Supreme Court regarding any judgment rendered in this lawsuit;

Plaintiffs are awarded their conditional attorneys' fees in the amount of \$10,000 in the event of any defendant's unsuccessful appeal to the Texas Supreme Court regarding any judgment rendered in this lawsuit;

Plaintiffs are entitled to pre-judgment interest from November 22, 2021 at the statutory rate;

Plaintiffs are entitled to post-judgment interest at the rate of 8.25% as set by the Texas Consumer Credit Commissioner as of today's date until this judgment is paid in full; and

Plaintiffs are awarded their costs of court in the amount of \$350.00.

All relief not expressly granted herein is denied. This is a final judgment.

  
Judge Presiding

AUG 31 2023

**Cause No. 107204**

**M3 Fort Worth Developer, LLC  
and The YoungESTone, LLC,**  
*Plaintiffs,*

v.

**Serene Country Homes, LLC;  
Foo Tiang Meng Dirk Robert  
a/k/a Dirk Foo; Windridge A2A  
Developments, LLC; Sendera  
Ranch A2A Developments,  
LLC; Sendera Ranch A2A  
Developments II, LLC; Serene  
Sendera Ranch GP, LLC;  
Serene Sendera Ranch, LP;  
Pearl Developments, LLC;  
Fossil Creek A2A  
Developments, LLC;  
NTARC, LLC, A2A Capital  
Management USA, LLC; SCH  
Fund, LLC; Allan Lind;  
Nicholas Lind; and Joseph  
Attrux,**  
*Defendants.*

**In the District Court of**

**Ellis County, Texas**

**40th Judicial District**

**Plaintiffs' First Amended Petition**

Plaintiffs M3 Fort Worth Developer, LLC and The YoungESTone, LLC (collectively "Plaintiffs") file this First Amended Petition against Defendants Serene Country Homes, LLC; Foo Tiang Meng Dirk Robert a/k/a Dirk Foo; Windridge A2A Developments, LLC; Sendera Ranch A2A Developments, LLC; Sendera Ranch A2A Developments II, LLC; Serene Sendera Ranch GP, LLC; Serene Sendera Ranch, LP; Fossil Creek A2A Developments, LLC, NTARC, LLC, Pearl Developments, LLC; SCH Fund, LLC; Joseph Attrux; and Nicholas Lind and in support thereof show the following:

### **Discovery Control Plan**

1. Discovery is intended to be conducted under Level 3, unless modified by this Court. Tex. R. Civ. P. 190.3.

### **Parties**

2. Plaintiff M3 Fort Worth Developer (“M3”), LLC is a Texas limited liability company.

3. Plaintiff The Youngestone, LLC (“Youngestone”) is a Texas limited liability company.

4. Defendant Serene Country Homes, LLC (“SCH”) is a Texas limited liability company with a principal place of business in Fort Worth, Texas. SCH may be served with process through its registered agent, Nicholas Lind, at 7340 Cascade Ct, Unit 1122, Fort Worth, Texas 76137 or wherever else he may be found.

5. Defendant Windridge A2A Developments, LLC (“Windridge”) is a Texas limited liability company with a principal place of business in Fort Worth, Texas. Windridge may be served with process through its registered agent, Nicholas Lind, at 7340 Cascade Ct, Unit 1122, Fort Worth, Texas 76137 or wherever else he may be found.

6. Defendant Sendera Ranch A2A Developments, LLC (“Sendera I”) is a Texas limited liability company with a principal place of business in Fort Worth, Texas. Sendera I may be served with process through its registered agent, Nicholas Lind, at 7340 Cascade Ct., Unit 1122, Fort Worth, Texas 76137 or wherever else he may be found.

7. Defendant Sendera Ranch A2A Developments II, LLC (“Sendera II”) is a Texas limited liability company with a principal place of business in Fort Worth, Texas. Sendera II may be served through its registered agent, Jeffrey Tasker, at 4325 Windsor Centre Trail, Suite 600, Flower Mound, Texas 75028 or wherever else he may be found.



8. Serene Sendera Ranch GP, LLC (“Serene GP”) is a Texas limited liability company with a principal place of business in Fort Worth, Texas. Serene GP may be served with process through its registered agent, Nicholas Lind, at 7340 Cascade Ct, Unit 1122, Fort Worth, Texas 76137 or wherever else he may be found.

9. Serene Sendera Ranch, LP (“Serene LP”) is a Texas limited partnership with a principal place of business in Southlake, Texas. Serene LP may be served through its registered agent, Nicholas Lind, at 7340 Cascade Ct, Unit 1122, Fort Worth, Texas 76137 or wherever else he may be found.

10. Defendant Fossil Creek A2A Developments, LLC (“Fossil Creek A2A”) is a Texas limited liability company with a principal place of business in Fort Worth, Texas . Fossil Creek A2A may be served with process through its registered agent, Nicholas Lind, at 7340 Cascade Ct, Unit 1122, Fort Worth, Texas 76137 or wherever else he may be found.

11. Defendant NTARC, LLC (“NTARC”) is a Texas limited liability company with is principal place of business in Fort Worth, Texas. NTARC may be served with process through its registered agent, SCH, which may be served through its registered agent, Nicholas Lind, at 7340 Cascade Ct, Unit 1122, Fort Worth, Texas 76137 or wherever else he may be found.

12. Defendant SCH Fund, LLC (“SCH Fund”) is a Texas limited liability company with its principal place of business in Fort Worth, Texas. SCH Fund may be served with process through its registered agent, SCH, which may be served through its registered agent, Nicholas Lind, at 7340 Cascade Ct, Unit 1122, Fort Worth, Texas 76137 or wherever else he may be found.

13. Defendant Pearl Developments, LLC (“Pearl”) is a Texas limited liability company with its principal place of business in Flower Mound, Texas. Pearl may be served

with process through its registered agent, Nicholas Lind, at 7340 Cascade Ct, Unit 1122, Fort Worth, Texas 76137 or wherever else he may be found.

14. Defendant A2A Capital Management USA, LLC (“A2A Capital”) is a Texas limited liability company with its principal place of business at 6635 Sandshell Blvd., Fort Worth, Texas 76137. Defendant may be served through its registered agent, Nicholas Lind, at 7340 Cascade Ct, Unit 1122, Fort Worth, Texas 76137 or wherever else he may be found.

15. Defendant Foo Tiang Meng a/k/a Dirk Foo (“Foo”) is an individual and, upon information and belief, is residing in the Philippines. Foo has done business with the Plaintiffs in Texas, including related to the contracts and fraud at issue in this case. He may be served with process wherever he may be found.

16. Defendant Allan Lind is an individual, and upon information and belief, is residing in California or Singapore. Allan Lind has done business with the Plaintiffs in Texas, including related to the contracts and fraud at issue in this case. Allan Lind may be served with process wherever he may be found.

17. Defendant Joseph Attrux (“Attrux”) is an individual, and upon information and belief, is residing in Texas. Attrux may be served with process wherever he may be found.

18. Defendant Nicholas Lind is an individual residing in Texas. Nicholas Lind has been served with process.

### **Jurisdiction and Venue**

19. Jurisdiction and venue are proper in Ellis County, Texas, as a significant portion of the acts or omissions occurred or were to occur in this jurisdiction.

Additionally, a portion of the property subject to the contracts at issue in this case is located in this jurisdiction. Tex. Civ. Prac. & Rem. Code § 15.002(a).

20. Defendants have done or are doing business within this district, including but not limited to, the acts complained of herein.

21. The damages sought by Plaintiffs are within the jurisdictional limits of this Court. Plaintiffs seek monetary relief over \$1,000,000. Tex. R. Civ. P. 47.

### **Statement of Facts**

22. Beginning in or around 2012, Defendants SCH and Windridge began soliciting investments for developments of communities across Texas. Defendants specifically targeted Asian investors, sometimes promising green cards in exchange for a minimum investment.

23. Defendant Windridge, a subsidiary or affiliate of Defendant SCH, is the developer of several master-planned communities located in counties across Texas, including but not limited to The Hills of Windridge, Meadow Place Estates, and Trails of Fossil Creek (“the Developments”). Upon information and belief, these developments are owned and/or controlled by a company in Singapore named A2A Capital Management Pte, Ltd., which in turn is controlled by Foo.

24. Beginning in or around 2017, Windridge and SCH sought investments in the Developments wherein investors, including Plaintiffs, would purchase vacant lots, fund the building of homes on those lots, and then SCH would sell them to potential buyers. SCH would manage the construction of the homes and sell them to the public.

25. To facilitate their investment, Foo, Alan Lind, Attrux, and Nicholas Lind induced Plaintiffs to sign a number of agreements with SCH, including but not limited to a Property Developer Program Management Agreement (Exhibit A for M3 and Exhibit B

for Youngestone) and Construction Management Agreements (Exhibit C for M3 and Exhibit D for Youngestone) for three specific lots purchased by M3 and five purchased by Youngestone.

26. Through the Property Developer Program Management Agreements (“PDPM Agreements,” Exhibits A and B), SCH agreed to provide “turnkey investment” management to Plaintiffs for the “building and selling” of the subject residential homes. Plaintiffs would fund the projects, and SCH would manage them from beginning to end.

27. Under the PDPM Agreements, M3 paid SCH at least \$130,000 in management fees, and Youngestone paid SCH at least \$150,000 in management fees.

28. The PDPM Agreement further required Plaintiffs to execute a “Special Power of Attorney” designating SCH as its Attorney in Fact with respect to the business of building and selling the homes.

29. In exchange for the significant management fees, SCH was to manage the construction and sale of the homes such that Plaintiffs would receive a margin equal to or greater than ten percent above its investment in each home. SCH also agreed to provide quarterly financial statements detailing all receipts and disbursements made on behalf of Plaintiffs.

30. The Construction Management Agreements (Exhibits C and D) provide that Plaintiffs will pay the entirety of the construction costs at fixed intervals of the construction phase in exchange for SCH, as the “Contractor,” to provide “all labor and materials ... for the construction of the residential improvements” on each specified lot. The Construction Management Agreements specifically state that they are for the “purpose of engaging in the business of constructing residential buildings on the property for the purpose of resale or lease.”

31. As required by the Construction Management Agreements, Plaintiffs paid the construction costs for each home under the following schedule, or some version thereof:

Draw	Percentage of Contractor's Fee	Construction Phase
1	40%	Deposit due upon execution of the Construction Management Agreement
2	40%	Pre-Pour Inspection
3	15%	Insulation Inspection
4	5%	Tile/Countertops

32. Between September of 2017 through mid-August 2018, M3 funded the construction of three homes; however, the homes are incomplete and in various stages of building. Defendants appear to have abandoned all construction and sales operations for the following properties:

- 101 Breeders Drive, Willow Park, Texas 76087
- 409 Belmont Avenue, Midlothian, Texas 76065
- 3340 Wooded Lane, Conroe, Texas 77301

33. Although M3 paid \$217,401.80 to SCH and Windridge for construction of 101 Breeders Drive, the house was only 40% completed and was then abandoned by Defendants.

34. M3 paid \$93,582 to SCH and Windridge for construction of 409 Belmont Avenue, but Defendants never began construction on that property.

35. M3 paid \$88,292 to SCH and Windridge for construction of 3340 Wooded Lane, but Defendants never began construction on that property.

36. Between June and July of 2018 Youngestone funded the construction of five homes; however, SCH and Windridge never began construction. Defendants appear to have abandoned all construction and sales operations for the following properties:

- 148 Homestead Lane, Waxahachie, Texas 75165
- 11408 Coburn Hill Pass, Fort Worth, Texas 76108
- 162 Breeders Drive, Willow Park, Texas 76087
- 166 Breeders Drive, Willow Park, Texas 76087
- 177 Breeders Drive, Willow Park, Texas 76087

37. Although Youngestone paid \$44,901.80 to SCH and Windridge for construction of 148 Homestead Lane, Defendants never began construction on that property.

38. Youngestone paid \$77,541.801 to SCH and Windridge for construction of 11408 Coburn Hill Pass, but Defendants never began construction on that property.

39. Youngestone paid \$74,561.40 to SCH and Windridge for construction of 162 Breeders Drive, but Defendants never began construction on that property.

40. Youngestone paid \$77,541.80 to SCH and Windridge for construction of 166 Breeders Drive, but Defendants never began construction on that property.

41. Youngestone paid \$79,657.60 to SCH and Windridge for construction of 177 Breeders Drive, but Defendants never began construction on that property.

42. Plaintiffs' investment is wasting on Defendants' abandoned developments. Plaintiffs can mitigate their damages if they are allowed to take over the properties, complete construction, and list the homes for sale. However, it is likely that Defendants' refusal to complete each development as a whole has vastly reduced the market value of Plaintiffs' properties.

43. Defendants have defrauded hundreds, if not thousands, of investors in the Developments, and have continued to collect investment funds without any intention of completing the investment homes or proving any return on the investments.

44. In an effort to shield their ill-gotten funds while collecting additional funds from new, unwitting investors, Defendants have implemented a complex web of shell companies that hold Defendants' assets and bear different names than the companies publicly accused of fraud.

45. Defendants are currently building homes as Fossil Creek A2A and Pearl Developments. Fossil Creek A2A and Pearl are controlled by Dirk Foo, Alan Lind, Attrux, and Nicholas Lind who are responsible for the fraudulent activities of SCH, Windridge, Sendera I, and Sendera II, Serene GP, Serene LP, NTARC, SCH, and A2A Capital.

## **Claims**

### **A. Breach of Contract**

46. Plaintiffs incorporate by reference each of the preceding paragraphs as if set forth fully herein.

47. SCH has breached the Property Developer Program Management Agreements and each of the Construction Management Agreements with Plaintiffs. Among other failures, SCH has failed to complete construction and to sell the homes funded by Plaintiffs, has failed to provide the "turnkey" management of Plaintiffs' investment, and has failed to provide the minimum margins on Plaintiffs' investment.

48. Plaintiffs have been damaged by SCH's breach in at least the amount paid by Plaintiffs for the purchase of the lots and construction costs for each home, in addition to investment and management fees paid to SCH by Plaintiffs.

## **B. Fraud**

49. Plaintiffs incorporate by reference each of the preceding paragraphs as if set forth fully herein.

50. Defendants SCH, Windridge, Foo, Alan Lind, Attrux, and Nicholas Lind made material misrepresentations or omissions regarding the investments to be made by Plaintiffs and regarding SCH's and Windridge's involvement in the Developments.

51. Those misrepresentations and/or omissions were knowingly false or made with reckless indifference and were made with the intent that Plaintiffs rely upon them.

52. As a result of Plaintiffs' reliance on Defendants' representations, Plaintiffs have lost nearly the entirety of their investment.

## **C. Misappropriation of Funds and Fraudulent Transfer**

53. Plaintiffs incorporate by reference the preceding paragraphs as if set forth fully herein.

54. All of the funds paid by Plaintiffs to SCH for the construction of the promised homes have been misappropriated. Those funds were to be used for the construction of residential homes to be sold to the public. The homes have not been completed, yet SCH has retained Plaintiffs' funds, and on information and belief, has transferred all or a part of those funds to Windridge, Sendera I, Sendera II, Serene GP, Serene LP, Pearl Development, Fossil Creek A2A, NTARC, A2A Capital, and/or SCH.

## **D. Conspiracy**

55. Plaintiffs incorporate by reference the preceding paragraphs as if set forth fully herein.

56. On information and belief, Defendants SCH, Windridge, Sendera I, Sendera II, Serene LP, Serene GP, Pearl Development, Fossil Creek A2A, NTARC, A2A



Capital, SCH, Foo, Alan Lind, Attrux, and Nicholas Lind have conspired to defraud Plaintiffs and to misappropriate and fraudulently transfer funds belonging to Plaintiffs. Defendants have engaged in a course of conduct clearly evidencing a combination for unlawful fraud and misappropriation for their own benefit.

#### **E. Violations of the Texas Securities Act**

57. Plaintiffs incorporate by reference the preceding paragraphs as if set forth fully herein.

58. The Texas Securities Act allows Plaintiffs to rescind their investment because Defendants offered or sold a security “by means of an untrue statement of material fact or an omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they are made, not misleading.” Tex. Civ. Stat. 33.A(2). Plaintiffs are not required to prove reliance or causation to rescind their investment.

59. Defendants made false statements about the nature of the Developments in order to induce Plaintiffs into investing in the above-listed properties and through the Property Developer Program Management Agreement and the Construction Management Agreements. As a result, Plaintiffs are entitled to full rescission of their investment.

#### **F. Breach of Fiduciary Duty**

60. Plaintiffs incorporate by reference the preceding paragraphs as if set forth fully herein as the manager of Plaintiffs’ investments. SCH has breached its fiduciary duty to Plaintiffs by failing to act in Plaintiffs’ best interests, including but not limited to by transferring Plaintiffs’ funds to SCH’s affiliates Windridge, Sendera I, Sendera II,

Serene GP, Serene LP, Pearl Development, Fossil Creek A2A, NTARC, A2A Capital, and/or SCH.

**G. Exemplary Damages**

61. Defendants' malicious actions in intentionally misappropriating Plaintiffs' funds and breaching their fiduciary duties to Plaintiffs (either directly or in concert) evidence an intent on Defendants' part to harm Plaintiffs in order to benefit themselves. Accordingly, Plaintiffs are entitled to an award of punitive damages.

**H. Attorneys' Fees**

62. Plaintiffs incorporate the preceding paragraphs as if set forth fully herein.

63. Defendants' actions, including but not limited to breach of contract, required Plaintiffs to retain the undersigned attorneys to enforce Plaintiffs' rights in this matter. Defendants are therefore liable to Plaintiffs for their reasonable and necessary attorneys' fees pursuant to Sections §§ 37.009 and 38.001 of the Texas Civil Practice and Remedies Code.

**I. Conditions Precedent**

64. All conditions precedent have been performed.

**J. Jury Demand**

65. Plaintiffs demand a jury trial for all causes of action so triable.

**Prayer**

WHEREFORE, PREMISES CONSIDERED, Plaintiffs respectfully request the Court grant them the following relief from Defendants, jointly and severally:

- a. Plaintiffs' damages arising from Defendants' fraud, conspiracy to commit fraud, breach of fiduciary duty, misappropriation of funds and fraudulent transfer, and violations of the Texas Securities Act;

- b. Rescission of Plaintiffs' purchases of the securities at issue;
- c. Injunctive relief;
- d. Exemplary damages;
- e. Prejudgment and post-judgment interest;
- f. Plaintiffs' reasonable and necessary attorneys' fees; and
- g. Any and all such further relief to which Plaintiffs may be entitled.

Respectfully Submitted,

**Meade Neese & Barr LLP**

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***Attorneys for Plaintiffs***

PROPERTY DEVELOPER PROGRAMMANAGEMENT AGREEMENT

This Property Developer Program Management Agreement (the "Management Agreement"), is made this 20 day of September, 2017 (the "Effective Date"), by and between the following entities and/or persons (collectively the "parties", or separately a "party"):

**MANAGER:** Serene Country Homes, LLC  
6635 Sandshell Blvd, Suite 105  
Fort Worth, Texas 76137  
Phone Number: 682-333-0101  
Fax Number: 817-251-2282

**DEVELOPER:** M3 Fort Worth Developer, LLC  
Xiao Hong Chen, Liyan Chen,  
Tai K. Lee, Shanghai Optics, Inc. Martina Kravarik

RECITALS

**WHEREAS**, the Developer wishes to establish a business of building and selling residential houses (the "Business") in connection with an existing or future project operated by the Manager;

**WHEREAS**, the Manager is in the business of developing and managing real estate and provides this turnkey investment while the Developer maintains control of their funds throughout the duration of the Business established hereunder;

**WHEREAS**, the Developer desires to retain the Manager to manage the Business upon the terms and conditions set forth in this Management Agreement; Developer has entered into this Management Agreement with the intent and purpose of engaging in the business of constructing residential buildings on real property presently owned or hereafter acquired by the Developer's Entity (as defined herein) for the purpose of resale (collectively the "Houses", or separately a "House"); Developer will not reside in the residential buildings to be constructed on real property presently owned or hereafter acquired by the Developer's Entity (as defined herein) for the purpose of resale, or otherwise use any such property for personal, family, or household purposes; and,

**WHEREAS**, the Manager desires to manage the Business upon the terms and conditions set forth in this Management Agreement.

**NOW THEREFORE**, in consideration of the above premises and the mutual promises, covenants and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged by all parties hereto, the Developer and the Manager agree as follows:

TERMS OF AGREEMENT

1. **Appointment.** Subject to any and all limitations contained herein, the Developer hereby employs, hires, and retains the Manager to exclusively, manage, supervise, and direct the operations of the business during the entire term and any renewal periods of this Management Agreement. The Developer shall execute a Special Power of Attorney, in a form acceptable to all parties, designating the Manager as its Attorney

MANAGEMENT AGREEMENT (V11) - PAGE 1

Developer Initials XL JL LC TK MK

Manager Initials [Signature]

in Fact for the limited purpose of performing its duties under this Management Agreement.

2. **Term.** Unless otherwise terminated by either party pursuant to the terms and conditions of this Management Agreement, the term of this Management Agreement (the "Term") shall be:

- a. for a period of five (5) years, commencing on the Effective Date; and,
- b. upon expiration of the initial five (5) year period, this Management Agreement shall automatically renew on a year-to-year basis unless otherwise agreed in writing by all parties.

3. **Duties of the Manager.** The Manager, in the name of and on behalf of the Developer shall provide the following services for Developer:

- a. **Organization of the Business Entity.** The Manager shall assist the Developer with the organization of a Texas limited liability company which will own and manage the Houses (the "Developer's Entity"). The organization process shall consist of assisting the preparation, recording and filing (as applicable) of the following documents for the Developer, by and through qualified legal counsel licensed in Texas and selected with the consent of all parties:

- i. Standard Operating Agreement;
- ii. Minutes of the Organizational Meeting;
- iii. Waiver of Notice of Organizational Meeting;
- iv. Unanimous Consent to Take Action in Lieu of the Organizational Meeting;
- v. Resolution Authorizing Initial Share Issuance;
- vi. Banking Resolution;
- vii. Acceptance of Appointment and Consent to Serve as Registered Agent;
- viii. Company Records Book;
- ix. Membership Certificate(s);
- x. Membership Interest Ledger;
- xi. Company Seal; and,
- xii. Application for Tax Identification Number IRS Form SS-4.
- xiii. If applicable, The Manager shall participate and cooperate with the appointed immigration attorney on the EB5 application process.

- b. **Acquisition of Houses.** When the Manager offers the Houses constructed or to be constructed in the Business, the Manager shall offer the Houses at ninety-percent (90%) of the list price (to the public) at that time. The Sales Closing Checklist and PDP Lot Allocation Process in Addendum B provides more detail on the acquisition process.

- c. **Sale of Houses.** When directed by the Developer to sell the Houses constructed in the Business, the Manager will retain a Real Estate Agent licensed in Texas ("Real Estate Agent") to list and sell the Houses.

- i. **Offers for Purchase.** At the Developer's option, offers for purchase of the Houses will either require: 1) approval for sale by the Developer, or 2) approval for sale based on a pre-set formula and authorization provided by

the Developer to the Manager in order to automatically accept offers which meet or exceed certain criteria. The Manager shall have the right to determine the terms and conditions of the sale. When the sale of a House is completed, the Manager will prepare a report of sales price, cost, profit and banking.

- ii. Cost Apportionment. The Developer shall be responsible for the purchase and acquisition costs of the residential real estate lots and agreed construction costs of the Houses. Upon sale of each House, the Manager shall pay all necessary closing costs, including but not limited to Real Estate Agent sales commissions, prorated and/or rollback taxes, insurance, Homeowners Association dues, cleaning, utilities, and other related costs of each House due upon closing. In the event the Developer advances any or all necessary closing costs, upon presentment of proof of payment the Manager shall reimburse the Developer in full within thirty (30) days.
- d. Sales Price of Houses. The Manager shall recommend to the Developer a sales price equal to or greater than a ten percent (10%) margin above the Developer's investment in each House. The Manager will keep the Developer updated with formal property appraisals and recommend adjustments in sales prices in an effort to maximize the Developer's return on investment. Upon sale of each House, there are generally three (3) possible outcomes illustrated by Addendum A, "Sample Home Sales Price Illustrations", which is incorporated fully herein by reference, and described as follows:
  - i. Situation 1-As Planned. The Manager's goal is to achieve at least a ten percent (10%) profit margin for the Business upon the sale of each House. Notwithstanding, the Manager and the Developer acknowledge that numerous factors will affect the sales price and profit margin of every House sold. The Manager intends to use its best efforts to achieve positive results for the Developer; however, it is impossible predict with certainty all the possible variables. As a result, the Manager is unable to guarantee a specific profit margin on the Developer's investment.
  - ii. Situation 2-Price Reduction. If a price reduction is required to sell a House, the Manager is obligated to offer the Developer a rebate to partially offset the reduction in sales price and increase the profit margin on the Developer's investment. The amount of the rebate will vary depending on several factors, including but not limited to the amount of the price reduction required to sell the House and the total investment in the House; with a goal to achieve at least a ten percent (10%) profit margin above the developer's investment in each house for the Business upon the sale of each house.
  - iii. Situation 3-Price Increase. If a House experiences capital appreciation during the construction phase and the sales price exceeds the Manager's goal, any and all additional proceeds realized from the sale at closing will benefit the Developer.
- e. Employees. The Manager will select, employ, supervise, promote, direct, and discharge the necessary administrative staff to manage the Business hereunder established for Developer. Such staff will be employees of the Manager, whose direct expense, including but not limited to salaries, incentive bonuses, social

security, unemployment compensation, taxes, and amounts paid for vacation and retirement plan benefits, will be borne by the Manager.

- f. Government Fees. The Manager shall pay building inspection fees, property taxes, and any other governmental charges.
- g. Reports and Statements. The Manager shall deliver to the Developer, on or before the 15<sup>th</sup> day of the month following the end of each calendar quarter, a financial statement of the receipts and disbursements for the preceding calendar quarter. As each House transferred to the Developer is sold, the Manager shall provide an updated statement of account between the Developer and Manager specifying how much is due to or from the Developer to the Manager. The Manager shall also pay to the Developer upon demand, the excess of receipts over expenses and charges, if any.
- h. Professional Services. The Manager may employ and agrees to meet the expenses of attorneys, accountants, architects, engineers, or other persons furnishing services required or desired in connection with the operation and management of the Business and pay the reasonable charges for all such services. The Manager may employ outside or "in-house" counsel for legal services in connection with the Business and the parties agree to the express waiver of any actual or potential conflicts of interest, if determined necessary by counsel, after each has been fully informed of its legal effect. The Developer shall have the right to approve the selection of all such professional persons or entities.
- i. Legal Compliance. The Manager must comply with all local, state, administrative and federal obligations, duties, laws and regulations including but not limited to the Texas Property Code, and fair housing laws, and will ensure that the Developer's Business complies where compliance is within the Manager's control. Further, the Manager represents and warrants that it has sought legal counsel it deems sufficient to ensure the transactions contemplated by this Management Agreement are not subject to State or Federal securities laws and the Business will not require registration under securities laws. Notwithstanding the preceding, the Manager is not a law firm or a licensed attorney and is not qualified to provide legal advice. The Developer is encouraged to seek independent legal counsel if it has questions concerning State or Federal securities laws or any other area of legal compliance.
- j. Insurance. The Manager shall procure and maintain policies of insurance, at the Manager's own cost and expense, insuring the Manager and the Developer's Entity from any and all claims, demands, or actions for injury to or death of any person and for damage to property, arising from, related to, or connected with the Business, with such insurance limits as shall be customary for similar properties in the state in which the Business is located. Said insurance shall also include full coverage of the indemnity provided in this Management Agreement. The Manager shall also procure and maintain policies of insurance insuring the Manager and the Manager's employees who are engaged in work related to the Business and the Houses from all workers' compensation claims. The aforesaid insurance shall not be subject to cancellation by any party except after at least thirty (30) days prior written notice to the Manager and the Developer. Such insurance shall be maintained up until the point of transfer of the property to the end user. The Manager shall, from time to time, deliver to the Developer evidence of such insurance reasonably satisfactory to the Developer.

- k. Intent. In general, whether herein specifically authorized or not, the Manager shall do all things necessary, proper, or expedient in connection with carrying out the spirit and intent of this Management Agreement with respect to the building of Properties, selling of Properties, management, and operation of the Business.
- l. Termination of Manager's Duties. The Manager's duties set forth in Section 3 of this Management Agreement shall immediately terminate for each House at the earliest of the following events:
- i. The sale or other transfer of ownership of the House;
  - ii. The Developer's rejection of an offer for the purchase of the House if the offer complies with the Developer's approval or pre-set formula and authorization;
  - iii. The Developer's failure to close on a sale of the House due to Developer's actions or inaction;
  - iv. The Developer's taking of possession of the House. For purposes of this Management Agreement, taking of possession of the House shall include: occupying, leasing, or otherwise using the House for personal, family or household purposes.
4. Manager to Follow Instructions. The Manager agrees to perform all services in a faithful, diligent, and efficient manner, and shall at all times be subject to the reasonable instructions of the Developer.
5. Operating Charges. All operating costs and charges of the Business shall be paid by the Manager, except as may be specifically stated in this Management Agreement.
6. Duties of the Developer.
- a. Cooperation. The Developer must use reasonable efforts to assist and cooperate with the Manager in the Manager's efforts to fulfill its obligations under this Management Agreement. This obligation specifically includes but is not limited to providing all information necessary for the Manager to assist in preparing, recording and filing (where necessary) the instruments listed in Section 3(a) of this Management Agreement.
  - b. Legal Compliance. The Developer must comply with all local, state, administrative and federal obligations, duties, laws and regulations including but not limited to the Texas Property Code, and fair housing laws. The Manager commits to ensure that the Developer's Business complies where compliance is within the Manager's control.
  - c. Funds. The Developer must maintain funds in a bank account of a US Bank sufficient to meet its obligations under this Management Agreement.
  - d. Transfer of the Houses. The Developer shall not sell, lease or otherwise transfer any or all of the Houses without the Manager's prior written approval.
  - e. Sale of the Houses. The Developer shall not deal directly with or negotiate with any purchaser of the Houses concerning any matter related to the, sale of the Houses but refer all such dealings to the Manager;
  - f. Exclusivity. The Developer shall not enter into a listing agreement or property management agreement with another manager or broker for the sale, or



management of the Properties built by the Business during the Term of this Management Agreement.

- g. Taxes. The Developer assumes responsibility with respect to the preparation and filing of returns or payment of income taxes, both federal and state (except employees' withholding), capital stock taxes, franchise tax returns, and personal property taxes and the Manager will enable the Developer's compliance where possible by preparing and filing tax returns pre-arranged through an IRS Power of Attorney (Form 2848).
- h. Insurance. The Developer shall at all times maintain in effect a public liability insurance policy that names the Manager as a co-insured or additional insured and covers losses related to the Houses in an amount of not less than One Million Dollars (US\$1,000,000) on an occurrence basis. **The Manager will arrange and pay the cost of such policy.**
- i. Accounts and Tax Returns. Provided that the Developer's bank statements for the Developer's Entity are mailed to the Manager's business address (as changed from time-to-time), the Manager shall prepare quarterly financial statements (income statement and balance sheet) before tax. In addition, the Manager shall arrange for the annual filing of all Federal and Texas tax returns and forms on behalf of the Developer's Entity and up to one (1) non-resident alien shareholder by and through a qualified accounting professional. If the shareholder is a US citizen or resident alien, then the Manager shall not be responsible for the individual preparation and only provide for any of the Developer's Entity's annual Federal and Texas filing requirements. If the Developer's bank statements for the Developer's Entity are not mailed to the Manager's business address, then the Developer must ensure that the monthly statements are provided on a timely basis to the Manager in order for preparation of the above items (quarterly financial statements, and annual Federal and Texas tax filings) to take place.

7. Indemnification of the Developer. The Manager agrees to protect, indemnify, and save harmless the Developer and the Developer's Entity, including its LLC managers, members, officers, employees and agents, harmless from any and all costs, expenses, claims, demands, or legal proceedings which may be made or brought against the Developer or the Developer's Entity, LLC managers, members, officers, employees and agents, by reason of the agency hereby created or arising out of this Management Agreement, or the management or operation of the Business, and from any losses, damages, fines, penalties, or liabilities (including without limitation reasonable attorney's fees, costs, and expenses incurred in connection with the defense of any such matter). Additionally, the Manager will protect, indemnify, and save harmless the Developer and the Developer's Entity, including LLC managers, members, officers, employees and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including without limitation reasonable attorney's fees, costs, and expenses incurred in connection with the defense of any such matter) imposed upon, incurred by, or asserted against the Developer or the Developer's Entity, its LLC managers, members, officers, employees and agents, by reason of: (1) any accident, injury to, or death of persons, or loss of or damage to property occurring on or about any property of the Business or any part thereof, including but not limited to any real estate or Houses owned or operated by the Developer or the Developer's Entity, or adjoining property, sidewalks, curbs, streets, or ways; (2) any failure on the part of the Manager to perform or comply as landlord

with any of the terms of any of leases signed by the Manager on behalf of the Developer or the Developer's Entity; (3) performance of any labor or services or the furnishing of any materials or other property in respect to the Houses or any part thereof; or (4) any alleged violation by the Developer or the Developer's Entity, its LLC managers, members, officers, employees and agents, of the Interstate Land Sale Full Disclosure Act (ILSA). In the event any action, suit or proceeding is brought against the Developer or the Developer's Entity, including its LLC managers, members, officers, employees and agents, by reason of any such occurrence described herein, the Manager will, at the Manager's expense, resist and defend such action, suit, or proceedings, or cause the same to be resisted and defended, to the extent not satisfied by the proceeds of insurance which the Developer is required to carry (and arranged by the Manager) under this Management Agreement. It is expressly understood and agreed that the foregoing provisions shall survive the termination of this Management Agreement with respect to any claim indemnified against Developer or the Developer's Entity, its LLC managers, members, officers, employees and agents, or arising from events occurring prior to the date of termination.

8. **The Developer's Funds.** All funds collected by the Manager for the Developer shall be held by the Manager in trust for the Developer's Entity, separate from the Manager's own funds. The Manager is authorized to deposit the Developer's funds with Bank of America, Southlake, Texas, USA, or in some other bank mutually agreed upon by the Developer and the Manager. The Developer's funds shall be deposited in an account designated in the name of the Developer's Entity (as "~~ML FOR LORAN DEVELOPER, LLC~~ LLC") or otherwise appropriately earmarked as funds held in trust for the Developer's Entity. Such funds, whether deposited in a bank or not, shall be disbursed only as herein authorized or otherwise specifically authorized by Developer from time to time.
9. **Manager's Records.** The Developer shall have the right at all reasonable times during normal business hours, by itself or its managers, officers, auditors, and attorneys, to examine the records and accounts of the Manager in connection with the operation of the Business.
10. **Compensation to the Manager.** The Developer agrees to pay to the Manager as compensation for the use of intellectual property and management of the Business an initial management fee (the "Management Fee") equal to:
  - a. One Hundred Thirty Thousand Dollars (US\$130,000) per Eight Hundred Seventy Thousand Dollars (US\$870,000) of total initial invested capital in the Business; plus,
  - b. One Hundred Fifty Thousand Dollars (US\$150,000) for any amounts of additional invested capital in tranches of One Million Dollars (US\$1,000,000) (prorated for parts thereof) introduced into the Business by the Developer (if any) and not including any increases in capital as a result of profits from the carrying on of the Business.
11. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may not be assigned by the Manager without the prior written consent of the Developer, except that in the case of an assignment by the Manager to a wholly-owned subsidiary of the Manager no such consent need be obtained, but in any event, no such assignment shall relieve the Manager of its obligations hereunder.
12. **Notices.** All notices to be sent to the Manager shall be sent to the following address:

Serene Country Homes, LLC  
6635 Sandshell Blvd, Suite 105  
Fort Worth, Texas 76137  
Phone Number: 682-333-0101  
Email: PDP@a2aglobal.com

The Manager agrees to immediately notify the Developer if the Manager's mailing address changes.

All notices to be sent to the Developer shall be sent to the following address:

[Developer LLC] M3 FORT WORTH DEVELOPER, LLC

[Developer address]

[Developer city, state, code]

Phone Number:

Email:

13. **Termination.** This Management Agreement shall terminate upon expiration of the Term as defined herein or upon any of the following occurrences:

- a. By the Developer. The Developer shall have the right to immediately terminate this Management Agreement at any time by written notice to the Manager:
- in the event of the Manager's fraud, gross negligence, or willful misconduct in the performance of any of its duties hereunder or in the event of the bankruptcy of the Manager; or,
  - by providing ninety (90) days notice at any time after the initial twelve (12) month term for reasonable cause.
- In the event of termination under Section 13(a)(i) above, the Manager shall reimburse the Developer, within thirty (30) days from its receipt of the notice of termination, the Management Fee received pro-rated for the unfulfilled portion of the then-current Term.
- b. By the Manager. The Manager shall have the right to terminate this Management Agreement by written notice to the Developer:
- immediately in the event of the Developer's fraud, gross negligence, or willful misconduct in the performance of any of its duties hereunder or in the event of the bankruptcy of the Developer.
  - by providing ninety (90) days notice at any time after the initial twelve (12) month term for reasonable cause. The manager will ensure that any unfinished construction is complete pursuant to the program before such termination.

In the event of termination under Section 13(a)(ii) above, the Management Fee shall be forfeited in favor of the Manager and the Manager shall be relieved of any further obligations Section 3 of this Management Agreement.

In the event of termination under Section 13(b)(i) above, the Management Fee shall be forfeited in favor of the Manager and the Manager shall be relieved of any further obligations Section 3 of this Management Agreement.

In the event of termination under Section 13(b)(ii) above, the Manager shall reimburse to the Developer the Management Fee received pro-rated monthly for the unfulfilled portion of the then-current Term.

- c. Final Accounting. Upon the expiration or any termination of this Management Agreement, the Manager's permitted expense costs hereunder, accrued or incurred through and including the effective date thereof, shall be payable within ten (10) days after such effective date or, in the case of compensation based upon receipts attributable to periods prior to such effective date but received thereafter, within ten (10) days after receipt thereof.
14. Developer is not a Consumer. The Developer has entered into this Management Agreement with the intent and purpose of engaging in the business of constructing residential buildings on real property presently owned or hereafter acquired by the Developer's Entity for the purpose of resale. The Developer will not reside in the residential buildings to be constructed on real property presently owned or hereafter acquired by the Developer's Entity for the purpose of resale, or otherwise use any such property for personal, family, or household purposes. To the extent allowable by law, the Developer expressly disclaims that the Developer is a "consumer" or that this Management Agreement is a part of a "consumer credit transaction" as those terms are defined in the Truth in Lending Act ("TILA") and the Interstate Land Sales Full Disclosure Act ("ILSA"). It is the express intent of the parties hereto that the parties' rights and obligations under this Management Agreement be construed in the manner necessary to exempt this Management Agreement from registration, licensing disclosure or other obligations under the TILA and ILSA. Both the Manager and the Developer hereby expressly waive any right or provision of this Management Agreement that would otherwise preclude any exemption, and such right or provision shall be severed from this Management Agreement and given no effect.
15. Arbitration of Disputes. The parties to this Management Agreement specifically agree that this transaction involves interstate commerce and that, to the fullest extent permitted by applicable law, any dispute (whether contract, warranty, tort, statutory or otherwise), including, but not limited to, (a) any and all controversies, disputes or claims arising under, or related to, this Management Agreement, the Business, the Houses, or any dealings between Developer and Manager; (b) any controversy, dispute or claim arising by virtue of any representations, promises or warranties alleged to have been made by Manager or Manager's representative; and (c) any personal injury or property damage alleged to have been sustained by any Manager or invitee of Developer on the Project, shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) or, if applicable, by similar state statute, and not by or in a court of law. All decisions respecting the arbitrability of any dispute shall be decided by the arbitrator. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all or any portion of its costs and fees. "Costs and fees" may include reasonable expenses of mediation and/or arbitration, including arbitrator's fees, administrative fees, travel expenses and out-of-pocket expenses such as copying and telephone, court costs, witness fees and reasonable attorneys' fees. The mediation and, if necessary, the arbitration shall be conducted by the American Arbitration Association ("AAA") in accordance with its applicable rules. If there is any conflict between this Management Agreement and such rules, the provisions of this Management Agreement shall control. If, for any reason, the AAA is unable or unwilling to conduct the mediation and/or the binding arbitration proceedings specified above, the parties agree to work together in good faith to select a mediator and, if all disputes are not resolved by

mediation, an arbitrator in Tarrant County, Texas. If the parties are unable to agree on the appointment of a mediator and/or arbitrator, either party may petition a court of general jurisdiction in the subject county to appoint a mediator and/or arbitrator. It is stipulated and agreed that the filing of a petition requesting appointment of a mediator and/or arbitrator shall not constitute a waiver of the right to enforce binding arbitration.

In any arbitration proceeding between the parties:

- a. All applicable Federal and State law shall apply;
- b. All applicable claims, causes of action, remedies and defenses that would be available in court shall apply;
- c. The proceeding shall be conducted by a single arbitrator selected by a process designed to ensure the neutrality of the arbitrator;
- d. The parties shall be entitled to conduct reasonable and necessary discovery;
- e. The arbitrator shall render a written award and, if requested by any party, a reasoned award;
- f. Neither party shall be required to pay any unreasonable costs, expenses or arbitrator's fees and the arbitrator shall have the right to apportion the cost of any such items in an equitable manner in the arbitration award; and
- g. Any award rendered in the proceeding shall be final and binding and judgment upon any such award may be entered in any court having jurisdiction.

16. **No Unlawful Activity.** The Developer represents and warrants the funds which will be paid by the Developer to the Manager hereunder will not represent proceeds of crime and the Developer acknowledges that the Manager may in the future be required by law to disclose the Developer's name and other information relating to this Management Agreement and the Developer pursuant to applicable law; that no funds or other assets of the Developer or any of its affiliates constitute property of, or are beneficially owned, directly or indirectly, by any person or entity or Governmental Authority subject to trade restrictions under applicable law of the United States, including but not limited to, any Anti-Terrorism Law (each an "Embargoed Person"), with the result that the transactions contemplated hereby (whether directly or indirectly) are prohibited by applicable law; that no Embargoed Person has any interest of any nature whatsoever in the Developer with the result that the transactions contemplated hereby (whether directly or indirectly) are prohibited by applicable law; and that none of the funds of the Developer have been derived from any unlawful activity with the result that the transactions contemplated hereby (whether directly or indirectly) are prohibited by applicable law.

17. **No Prohibited Transactions.** The Developer represents and warrants that the Developer (i) is not in violation of any Anti-Terrorism Laws, (ii) is not an Embargoed Person and (iii) is not acting and will not act, directly or indirectly, for or on behalf of a person or entity named by any Executive Order or the United States Treasury Department as a terrorist, "Specifically Designated National and Blocked Person" or other banned or blocked person or entity pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; that the Developer had not engaged in this transaction, directly or indirectly, on behalf of and

is not instigating or facilitating this transaction, directly or indirectly, on behalf of, any such person or entity; that the Developer has not conducted any business or engaged in any transaction or dealing with an Embargoed Person, including making or receiving any contribution of funds, goods, or services to or for the benefit of any Embargoed Person; that the Developer has not dealt in, or otherwise has engaged in, any transaction relating to, any property or interests in property blocked pursuant to any Anti-Terrorism Law; that the Developer has not engaged in or conspired to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. "Anti-Terrorism Law" shall mean Executive Order 13224 issued by the President of the United States, the USA Patriot Act, the United States International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., the United States Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., any Executive Orders or regulations promulgated thereunder, regulations of the Office of Foreign Assets Control (including, but not limited to, its Specially Designated and Blocked Persons list) or under any statute (including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), executive order (including, without limitation, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism and the Annex thereto) and all other present and future applicable law of the United States addressing or in any way relating to terrorist acts and acts of war.

18. **Survival of Provisions.** The Developer and the Manager agree that notwithstanding anything to the contrary, the rights and obligations set forth in this contract relating in any manner to the substance of a dispute or the process of dispute resolution, arbitration, or mediation shall survive (1) the termination of this Management Agreement by either party; or (2) the breach of this Management Agreement by either party. The waiver or invalidity of any portion of this paragraph shall not affect the validity or enforceability of the remaining portions of this paragraph and/or this Management Agreement.
19. **Legal Proceedings.** If any party to this Management Agreement files a proceeding in any court to resolve any controversy, dispute or claim, such action shall not constitute a waiver of the right of such party or a bar to the right of any other party to seek arbitration of that or any other claim, dispute or controversy, and the court shall, upon motion of any party to the proceeding, direct that such controversy, dispute or claim be arbitrated in accordance herewith.
20. **Survival of Warranties.** The Manager expressly agrees that all warranties made by it in this Management Agreement shall survive this Management Agreement in the event it is terminated or expires for any reason, other than a material breach of this Management Agreement by the Developer, prior to the expiration of the initial twelve (12) month term.
21. **Severability.** It is understood and agreed by the parties hereto that if any of the clauses or provisions of this Management Agreement shall contravene or be invalid under the laws of the State of Texas, such contravention of invalidity shall not invalidate the entire agreement, but it shall be construed as if not containing the particular clause or provision held to be invalid, and the rights and obligations of the Manager and the Developer shall be construed and enforced accordingly.

22. **Definitional Provisions.** The words "Developer" and "Manager" and other terms defined herein include singular or plural, individual, partnership or corporation, and the respective heirs, executors, administrators, successors, and assigns of Developer and Manager. The use of any gender applies to all genders. If more than one party is named as Manager, the obligation hereunder of each such party is joint and several.
23. **Successors and Assigns.** This Management Agreement and the terms, covenants and agreements herein contained shall apply to, be binding upon, and inure to the benefit of the parties hereto, their heirs, successors and assigns. None of the rights, interests or obligations created by this Management Agreement may be assigned, transferred, or delegated in whole or in part by the parties hereto, and any such purported assignment transfer or delegation shall be void, except as may be expressly permitted herein.
24. **Complete Agreement.** This Management Agreement (including the documents listed herein, which are incorporated fully herein by reference, or directly related hereto) contains the entire agreement among the parties, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereof shall be binding on either party hereto unless set forth in a document executed by all the parties hereto **OR UNLESS AS SPECIFICALLY ACKNOWLEDGED AND AGREED IN EMAIL CORRESPONDENCE BETWEEN THE UNDERSIGNED PRINCIPALS AND SENT BETWEEN THE ADDRESSES GIVEN HEREIN.** If there is a conflict between this Management Agreement and any terms contained in any proposal, invoice or other agreement between Developer and Manager, the terms of this Management Agreement shall control.
25. **Governing Law.** The laws of the state of Texas shall govern the validity, enforcement and interpretation of this Management Agreement. The obligations of the parties are performable in the county where the Business is operated, and the parties hereto consent to such venue for purposes of any action arising out of this Management Agreement.
26. **No Joint Venture.** Nothing herein contained shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of partnership or of joint venture between the parties hereto or of any other relationship other than the relationship of Developer and Manager. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders where the context requires.
27. **Consent and Waiver.** No consent or waiver, expressed or implied, by either party to or of any breach of any covenant, condition, or duty of the other party hereto shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition, or duty. Where Developer's approval is required under this Management Agreement, said consent shall not be unreasonably withheld or delayed.
28. **Attorney's Fees.** In the event of any litigation arising hereunder by and between the Developer and the Manager, the prevailing party thereto shall be entitled to reimbursement for all attorney's fees incurred by it in connection with said litigation.
29. **Legal Construction.** The parties agree that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Management Agreement or any amendments or exhibits thereto. The section and other headings contained in this Management Agreement are for

reference purposes only and shall not affect the meaning or interpretations of this Management Agreement.

30. **Typewritten or Handwritten Provisions.** Handwritten provisions inserted in this Management Agreement and initialed by all parties hereto shall control over any typewritten provisions in conflict therewith.
31. **Execution.** This Management Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. The parties shall initial each page of this Management Agreement. Each party represents and warrants that its signatory below is its authorized representative with actual authority to enter into this Management Agreement on the party's behalf.
32. **Non-Disclosure of Confidential Information and Intellectual Property.** This Management Agreement involves the establishment of a Business for the Developer and the use of intellectual property and trade secrets of the Manager to be used in and for the benefit of the Developer's Business. The Developer shall not, during the Term of this Management Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, association, or corporation any confidential information, knowledge, or know-how concerning the methods of operation of the Business established hereunder which may be communicated to the Developer or of which the Developer may be apprised by virtue of the Developer's operation under the terms of this Management Agreement. The Developer shall divulge such confidential information only to such of its advisors or partners as must have access to it in order to operate the Business. Any and all information, knowledge, know-how, and techniques which the Manager designates as confidential shall be deemed confidential for purposes of this Management Agreement, including, but not limited to, marketing plans, development strategies, advertising, financial plans, costings, sales processes, documentation, methodologies, identity of contractors, identity of sub-contractors, and materials specifications (the value of this information derives not only from the time, effort and money which went into its compilation or identification, but from the usage of the same) except information which the Developer can demonstrate came to its attention prior to disclosure thereof by the Manager; or which, at or after the time of disclosure by the Manager to the Developer, had become or later becomes a part of the public domain, through publication or communication by others who were lawfully in possession of such information and were under no obligation to maintain its confidentiality.

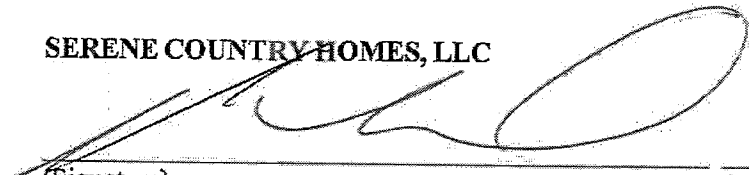
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EXECUTED this 28th day of SEPTEMBER, 2017.

MANAGER:

SERENE COUNTRY HOMES, LLC

  
(Signature) \_\_\_\_\_ (Date) 9/20/17

NICK LIND - VICE PRESIDENT  
(Printed Name and Title)

DEVELOPER: M3 FORT WORTH DEVELOPER, LLC

  
(Signature) \_\_\_\_\_ (Date) 9/20/17

  
(Signature)

XiaoHong Chon, TaiK. Lee, Shanghai OPTICS INC.  
(Printed Name and Title) members

Liyaa Chon  
Martin Krawatiz

## Addendum A

Cost per home: \$200,000

Selling Price (with 10% margin): \$222,222

### SITUATION 1-AS PLANNED

HOME SALES PRICE TRANSFERRED FROM ESCROW	\$222,222.00
PDP CLIENT PAID	<u>(\$200,000.00)</u>
PROFIT TO PDP CLIENT	\$22,222.00
PROFIT MARGIN	10%

### SITUATION 2-PRICE REDUCTION TO SELL THE HOME

HOME SALES PRICE TRANSFERRED FROM ESCROW	\$215,000.00
PDP CLIENT PAID	<u>(\$200,000.00)</u>
PROFIT TO PDP CLIENT	\$15,000.00
PROFIT DUE TO PDP CLIENT	\$22,222.00
CHECK (CHEQUE) FROM SERENE TO PDP CLIENT	\$7,222.00
TOTAL PROFIT TO PDP CLIENT	\$22,222.00
PROFIT MARGIN	10%

### SITUATION 3 - PRICE INCREASE AFTER HOME UNDER CONSTRUCTION

HOME SALES PRICE TRANSFERRED FROM ESCROW	\$230,000.00
PDP CLIENT PAID	<u>(\$200,000.00)</u>
PROFIT TO PDP CLIENT	\$30,000.00
PROFIT MARGIN	13%

ASSUMPTIONS: (1) For the purpose of this illustration, the cost of building each home is set at \$200,000 and priced with a 10% margin. (2) Homes are built and sold every 6 months. (3) Profits from previous cycle is used as capital for the next cycle. (4) Available capital (opening cash balance) is maximized as much as possible. (5) Client remains invested on the program for 3 years. (6) Taxes are computed based on 2016 individual Taxpayer rates, filing 1040NR or Married Filing Separately. (7) Structure assumes a disregarded entity with one shareholder.

MANAGEMENT AGREEMENT (V11) - PAGE 15

Developer Initials KK JL LC MK

Manager Initials 



SERENE COUNTRY  
HOMES

## PROPERTY DEVELOPMENT PROGRAM

### ADDENDUM B: SERENE COUNTRY HOMES CLOSING CHECKLIST & PDP LOT ALLOCATION PROCESS

- **PDP Deal Closing Checklist Complete:**
  - Booking Form and all Identification Collected
  - LLC Company Agreement and Unanimous Written Consent complete
  - Bank of America Signature Cards complete
  - USD\$5000 Booking Fee collected
  - PDP Management Agreement signed and executed
  - Remainder of USD\$150,000 Management Fee collected
  - Bank Account Funded and Confirmation sent to Serene Country Homes
- **Booking Form Sent to Construction Operations team for Lot Allocation**
  - Lots are allocated on a first come first serve basis upon completion of the above Deal Closing Checklist
  - Lots are allocated based on next construction availability within the active phase
  - Each active phase is monitored in terms of supply, demand and absorption. For the initial construction cycle lots are assigned in order of next construction initiation.
  - For subsequent construction cycles the immediate timeline goals of each LLC are taken into consideration when lots are assigned. Lots with immediate or existing construction completion as well as lots experiencing high absorption demand can be selected in light of these specific goals.
  - Large PDP orders (USD\$10 Million +) are filled gradually in predetermined smaller tranches and do not take precedence over standard PDP orders (USD\$1 Million)
  - The lot allocation process only commences if there are fully developed lots available to be assigned and built upon.
- **Finance approves above Lot Allocation and sends to Business Operations Team for contract and invoice preparation**
  - Business Operations prepares REPA (Real Estate Purchase Agreement) Contracts for specific lot allocation and sends to client for execution
  - Business Operations prepares invoice for lots and construction draw 1 to send to client

XC FL LC TL MOK

**PROPERTY DEVELOPER PROGRAM****MANAGEMENT AGREEMENT**

This Property Developer Program Management Agreement (the "Management Agreement"), is made this 20<sup>th</sup> day of June, 2018 (the "Effective Date"), by and between the following entities and/or persons (collectively the "parties", or separately a "party"):

**MANAGER:** Serene Country Homes, LLC  
6635 Sandshell Blvd, Suite 105 Fort  
Worth, Texas 76137  
Phone Number: 682-333-0101  
Fax Number: 817-232-8815

**DEVELOPER:** The Youngestone, LLC

6635 Sandshell Blvd

Fort Worth TX 76137

**RECITALS**

**WHEREAS**, the Developer wishes to establish a business of building and selling residential houses (the "Business") in connection with an existing or future project operated by the Manager;

**WHEREAS**, the Manager is in the business of developing and managing real estate and provides this turnkey investment while the Developer maintains control of their funds throughout the duration of the Business established hereunder;

**WHEREAS**, the Developer desires to retain the Manager to manage the Business upon the terms and conditions set forth in this Management Agreement; Developer has entered into this Management Agreement with the intent and purpose of engaging in the business of constructing residential buildings on real property presently owned or hereafter acquired by the Developer's Entity (as defined herein) for the purpose of resale (collectively the "Houses", or separately a "House"); Developer will not reside in the residential buildings to be constructed on real property presently owned or hereafter acquired by the Developer's Entity (as defined herein) for the purpose of resale, or otherwise use any such property for personal, family, or household purposes; and,

**WHEREAS**, the Manager desires to manage the Business upon the terms and conditions set forth in this Management Agreement.

**NOW THEREFORE**, in consideration of the above premises and the mutual promises, covenants and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged by all parties hereto, the Developer and the Manager agree as follows:

**TERMS OF AGREEMENT**

1. **Appointment.** Subject to any and all limitations contained herein, the Developer hereby employs, hires, and retains the Manager to exclusively, manage, supervise, and direct the operations of the business during the entire term and any renewal periods of this Management Agreement. The Developer shall execute a Special Power of Attorney, in a form acceptable to all parties, designating the Manager as its Attorney in Fact for the limited purpose of performing its duties under this Management Agreement.
2. **Term.** Unless otherwise terminated by either party pursuant to the terms and conditions of this Management Agreement, the term of this Management Agreement (the "Term") shall be:
  - a. for a period of five (5) years, commencing on the Effective Date; and,
  - b. upon expiration of the initial five (5) year period, this Management Agreement shall automatically renew on a year-to-year basis unless otherwise agreed in writing by all parties.
3. **Duties of the Manager.** The Manager, in the name of and on behalf of the Developer shall provide the following services for Developer:

MANAGEMENT AGREEMENT (V13) – PAGE 1

Developer Initials

hy

Manager Initials

[Signature]

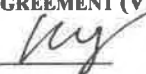
- a. Organization of the Business Entity. The Manager shall assist the Developer with the organization of a Texas limited liability company which will own and manage the Houses (the "Developer's Entity"). The organization process shall consist of assisting the preparation, recording and filing (as applicable) of the following documents for the Developer, by and through qualified legal counsel licensed in Texas and selected with the consent of all parties:
- i. Standard Operating Agreement;
  - ii. Minutes of the Organizational Meeting;
  - iii. Waiver of Notice of Organizational Meeting;
  - iv. Unanimous Consent to Take Action in Lieu of the Organizational Meeting;
  - v. Resolution Authorizing Initial Share Issuance;
  - vi. Banking Resolution;
  - vii. Acceptance of Appointment and Consent to Serve as Registered Agent;
  - viii. Company Records Book;
  - ix. Membership Certificate(s);
  - x. Membership Interest Ledger;
  - xi. Company Seal; and,
  - xii. Application for Tax Identification Number IRS Form SS-4.
- b. Purchase of Houses. When the Manager offers the Houses constructed or to be constructed in the Business, the Manager shall offer the Houses at ninety one-percent (91%) of the list price (to the public) at that time.
- c. Sale of Houses. When directed by the Developer to sell the Houses constructed in the Business, the Manager will retain a Real Estate Agent licensed in Texas ("Real Estate Agent") to list and sell the Houses.
- i. Offers for Purchase. At the Developer's option, offers for purchase of the Houses will either require: 1) approval for sale by the Developer, or 2) approval for sale based on a pre-set formula and authorization provided by the Developer to the Manager in order to automatically accept offers which meet or exceed certain criteria. The Manager shall have the right to determine the terms and conditions of the sale. When the sale of a House is completed, the Manager will prepare a report of sales price, cost, profit and banking.
  - ii. Cost Apportionment. The Developer shall be responsible for the purchase and acquisition costs of the residential real estate lots and agreed construction costs of the Houses. Upon sale of each House, the Manager shall pay all necessary closing costs, including but not limited to Real Estate Agent sales commissions, prorated and/or rollback taxes, insurance, Homeowners Association dues and other related costs of each House due upon closing. In the event the Developer advances any or all necessary closing costs, upon presentation of proof of payment the Manager shall reimburse the Developer in full within thirty (30) days.
- d. Sales Price of Houses. The Manager shall recommend to the Developer a sales price equal to or greater than a nine percent (9%) margin above the Developer's investment in each House. The Manager will keep the Developer updated with formal property appraisals and recommend adjustments in sales prices in an effort to maximize the Developer's return on investment. Upon sale of each House, there are generally three (3) possible outcomes illustrated by Addendum A, "Sample Home Sales Price Illustrations", which is incorporated fully herein by reference, and described as follows:
- i. Situation 1-As Planned. The Manager's goal is to achieve at least a nine percent (9%) profit margin for the Business upon the sale of each House. Notwithstanding, the Manager and the Developer acknowledge that numerous factors will affect the sales price and profit margin of every House sold. The Manager intends to use its best efforts to achieve positive results for the Developer; however, it is impossible predict with certainty all the possible variables. As a result, the Manager is unable to guarantee a specific profit margin on the





Developer's investment.

- ii. Situation 2-Price Reduction. If a price reduction is required to sell a House, the Manager intends to offer the Developer a rebate to partially offset the reduction in sales price and increase the profit margin on the Developer's investment. The amount of the rebate will vary depending on several factors, including but not limited to the amount of the price reduction required to sell the House and the total investment in the House.
- iii. Situation 3-Price Increase. If a House experiences capital appreciation during the construction phase and the sales price exceeds the Manager's goal, any and all additional proceeds realized from the sale at closing will benefit the Developer.
- e. Government Fees. The Manager shall pay building inspection fees, property taxes, and any other governmental charges.
- f. Reports and Statements. The Manager shall deliver to the Developer, on or before the 15<sup>th</sup> day of the month following the end of each calendar quarter, a financial statement of the receipts and disbursements for the preceding calendar quarter. As each House transferred to the Developer is sold, the Manager shall provide an updated statement of account between the Developer and Manager specifying how much is due to or from the Developer to the Manager. The Manager shall also pay to the Developer upon demand, the excess of receipts over expenses and charges, if any.
- g. Professional Services. The Manager may employ and agrees to meet the expenses of attorneys, accountants, architects, engineers, or other persons furnishing services required or desired in connection with the operation and management of the Business and pay the reasonable charges for all such services. The Manager may employ outside or "in-house" counsel for legal services in connection with the Business and the parties agree to the express waiver of any actual or potential conflicts of interest, if determined necessary by counsel, after each has been fully informed of its legal effect. The Developer shall have the right to approve the selection of all such professional persons or entities.
- h. Legal Compliance. The Manager must comply with all local, state, administrative and federal obligations, duties, laws and regulations including but not limited to the Texas Property Code, and fair housing laws, and will ensure that the Developer's Business complies where compliance is within the Manager's control. Further, the Manager represents and warrants that it has sought legal counsel it deems sufficient to ensure the transactions contemplated by this Management Agreement are not subject to State or Federal securities laws and the Business will not require registration under securities laws. Notwithstanding the preceding, the Manager is not a law firm or a licensed attorney and is not qualified to provide legal advice. The Developer is encouraged to seek independent legal counsel if it has questions concerning State or Federal securities laws or any other area of legal compliance.
- i. Insurance. The Manager shall procure and maintain policies of insurance, at the Manager's own cost and expense, insuring the Manager and the Developer's Entity from any and all claims, demands, or actions for injury to or death of any person and for damage to property, arising from, related to, or connected with the Business, with such insurance limits as shall be customary for similar properties in the state in which the Business is located. Said insurance shall also include full coverage of the indemnity provided in this Management Agreement. The Manager shall also procure and maintain policies of insurance insuring the Manager and the Manager's employees who are engaged in work related to the Business and the Houses from all workers' compensation claims. The aforesaid insurance shall not be subject to cancellation by any party except after at least thirty (30) days prior written notice to the Manager and the Developer. The Manager shall, from time to time, deliver to the Developer evidence of such insurance reasonably satisfactory to the Developer.
- j. Intent. In general, whether herein specifically authorized or not, the Manager shall do all things necessary, proper, or expedient in connection with carrying out the spirit and intent of this Management Agreement with respect to the building of Properties, selling of Properties, management, and operation of the Business.



k. **Termination of Manager's Duties.** The Manager's duties set forth in Section 3 of this Management Agreement shall immediately terminate for each House at the earliest of the following events:

- i. The sale or other transfer of ownership of the House;
- ii. The Developer's rejection of an offer for the purchase of the House if the offer complies with the Developer's approval or pre-set formula and authorization;
- iii. The Developer's failure to close on a sale of the House due to Developer's actions or inaction;
- iv. The Developer's taking of possession of the House. For purposes of this Management Agreement, taking of possession of the House shall include: occupying, leasing, or otherwise using the House for personal, family or household purposes.

4. **Manager to Follow Instructions.** The Manager agrees to perform all services in a faithful, diligent, and efficient manner, and shall at all times be subject to the reasonable instructions of the Developer.


5. **Operating Charges.** All operating costs and charges of the Business shall be paid by the Manager, except as may be specifically stated in this Management Agreement.

6. **Duties of the Developer.**

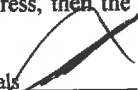
- a. **Cooperation.** The Developer must use reasonable efforts to assist and cooperate with the Manager in the Manager's efforts to fulfill its obligations under this Management Agreement. This obligation specifically includes but is not limited to providing all information necessary for the Manager to assist in preparing, recording and filing (where necessary) the instruments listed in Section 3(a) of this Management Agreement.
- b. **Legal Compliance.** The Developer must comply with all local, state, administrative and federal obligations, duties, laws and regulations including but not limited to the Texas Property Code, and fair housing laws. The Manager commits to ensure that the Developer's Business complies where compliance is within the Manager's control.
- c. **Funds.** The Developer must maintain funds in a bank account of a US Bank sufficient to meet its obligations under this Management Agreement.
- d. **Transfer of the Houses.** The Developer shall not sell, lease or otherwise transfer any or all of the Houses without the Manager's prior written approval.
- e. **Sale of the Houses.** The Developer shall not deal directly with or negotiate with any purchaser of the Houses concerning any matter related to the, sale of the Houses but refer all such dealings to the Manager;
- f. **Exclusivity.** The Developer shall not enter into a listing agreement or property management agreement with another manager or broker for the sale, or management of the Properties built by the Business during the Term of this Management Agreement.
- g. **Taxes.** The Developer assumes responsibility with respect to the preparation and filing of returns or payment of income taxes, both federal and state, capital stock taxes, franchise tax returns, and personal property taxes and the Manager will enable and assist with the Developer's compliance where possible by preparing and filing tax returns.
- h. **Insurance.** The Developer shall at all times maintain in effect a public liability insurance policy that names the Manager as a co-insured or additional insured and covers losses related to the Houses in an amount of not less than One Million Dollars (US\$1,000,000) on an occurrence basis. **The Manager will arrange and pay the cost of such policy.**
- i. **Accounts and Tax Returns.** Provided that the Developer's bank statements for the Developer's Entity are mailed to the Manager's business address (as changed from time-to-time), the Manager shall prepare quarterly financial statements (income statement and balance sheet) before tax. In addition, the Manager shall arrange for the annual filing of all Federal and Texas tax returns and forms on behalf of the Developer's Entity and up to one (1) non-resident alien shareholder by and through a qualified accounting professional. If the shareholder is a US citizen or resident alien, then the Manager shall not be responsible for the individual preparation and only provide for any of the Developer's Entity's annual Federal and Texas filing requirements. If the Developer's bank statements for the Developer's Entity are not mailed to the Manager's business address, then the

MANAGEMENT AGREEMENT (V13) – PAGE 4

Developer Initials



Manager Initials



Developer must ensure that the monthly statements are provided on a timely basis to the Manager in order for preparation of the above items (quarterly financial statements, and annual Federal and Texas tax filings) to take place.

7. **Indemnification of the Developer.** The Manager agrees to protect, indemnify, and save harmless the Developer and the Developer's Entity, including its LLC managers, members, officers, employees and agents, harmless from any and all costs, expenses, claims, demands, or legal proceedings which may be made or brought against the Developer or the Developer's Entity, LLC managers, members, officers, employees and agents, by reason of the agency hereby created or arising out of this Management Agreement, or the management or operation of the Business, and from any losses, damages, fines, penalties, or liabilities (including without limitation reasonable attorney's fees, costs, and expenses incurred in connection with the defense of any such matter). Additionally, the Manager will protect, indemnify, and save harmless the Developer and the Developer's Entity, including LLC managers, members, officers, employees and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including without limitation reasonable attorney's fees, costs, and expenses incurred in connection with the defense of any such matter) imposed upon, incurred by, or asserted against the Developer or the Developer's Entity, its LLC managers, members, officers, employees and agents, by reason of: (1) any accident, injury to, or death of persons, or loss of or damage to property occurring on or about any property of the Business or any part thereof, including but not limited to any real estate or Houses owned or operated by the Developer or the Developer's Entity, or adjoining property, sidewalks, curbs, streets, or ways; (2) any failure on the part of the Manager to perform or comply as landlord with any of the terms of any of leases signed by the Manager on behalf of the Developer or the Developer's Entity; (3) performance of any labor or services or the furnishing of any materials or other property in respect to the Houses or any part thereof; or (4) any alleged violation by the Developer or the Developer's Entity, its LLC managers, members, officers, employees and agents, of the Interstate Land Sale Full Disclosure Act (ILSA). In the event any action, suit or proceeding is brought against the Developer or the Developer's Entity, including its LLC managers, members, officers, employees and agents, by reason of any such occurrence described herein, the Manager will, at the Manager's expense, resist and defend such action, suit, or proceedings, or cause the same to be resisted and defended, to the extent not satisfied by the proceeds of insurance which the Developer is required to carry (and arranged by the Manager) under this Management Agreement. It is expressly understood and agreed that the foregoing provisions shall survive the termination of this Management Agreement with respect to any claim indemnified against Developer or the Developer's Entity, its LLC managers, members, officers, employees and agents, or arising from events occurring prior to the date of termination.
8. **The Developer's Funds.** All funds collected by the Manager for the Developer shall be held by the Manager in trust for the Developer's Entity, separate from the Manager's own funds. The Manager is authorized to deposit the Developer's funds with Bank of America, Southlake, Texas, USA, or in some other bank mutually agreed upon by the Developer and the Manager. The Developer's funds shall be deposited in an account designated in the name of the Developer's Entity or otherwise appropriately earmarked as funds held in trust for the Developer's Entity. Such funds, whether deposited in a bank or not, shall be disbursed only as herein authorized or otherwise specifically authorized by Developer from time to time.
9. **Manager's Records.** The Developer shall have the right at all reasonable times during normal business hours, by itself or its managers, officers, auditors, and attorneys, to examine the records and accounts of the Manager in connection with the operation of the Business.
10. **Compensation to the Manager.** The Developer agrees to pay to the Manager as compensation for the use of intellectual property and management of the Business an initial management fee (the "Management Fee") equal to:
- a. One Hundred Fifty Thousand Dollars (US\$150,000) per One Million Dollars (US\$1,000,000) of total initial invested capital in the Business; plus,
  - b. One Hundred Fifty Thousand Dollars (US\$150,000) for any amounts of additional invested capital in tranches of One Million Dollars (US\$1,000,000) (prorated for parts thereof) introduced into the Business by the Developer (if any) and not including any increases in capital as a result of profits from the carrying on of the Business.
11. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and



their respective successors and assigns. This Agreement may not be assigned by the Manager without the prior written consent of the Developer, except that in the case of an assignment by the Manager to a wholly-owned subsidiary of the Manager no such consent need be obtained, but in any event, no such assignment shall relieve the Manager of its obligations hereunder.

**12. Notices.** All notices to be sent to the Manager shall be sent to the following address: Serene Country

Homes, LLC  
6635 Sandshell Blvd, Suite 105 Fort  
Worth, Texas 76137 Phone Number:  
682-333-0101  
Email:  
[PDPOperations@serenehomes.com](mailto:PDPOperations@serenehomes.com)

The Manager agrees to immediately notify the Developer if the Manager's mailing address changes.

All notices to be sent to the Developer shall be sent to the following address: [Developer

LLC] The Youngstone, LLC

[Developer address] [Developer city, 6635 Sandshell Blvd, Fort Worth TX 76137

state, code] Phone Number: 682-333-0101

Email: [wstyoung@aol.com](mailto:wstyoung@aol.com)

**13. Termination.** This Management Agreement shall terminate upon expiration of the Term as defined herein or upon any of the following occurrences:

a. By the Developer. The Developer shall have the right to immediately terminate this Management Agreement at any time by written notice to the Manager:

- i. in the event of the Manager's fraud, gross negligence, or willful misconduct in the performance of any of its duties hereunder or in the event of the bankruptcy of the Manager; or,

- ii. for any other reason at the sole discretion of the Developer.

In the event of termination under Section 13(a)(i) above, the Manager shall reimburse the Developer, within thirty (30) days from its receipt of the notice of termination, the Management Fee received pro-rated for the unfulfilled portion of the then-current Term.

b. By the Manager. The Manager shall have the right to terminate this Management Agreement by written notice to the Developer:

- i. immediately in the event of the Developer's fraud, gross negligence, or willful misconduct in the performance of any of its duties hereunder or in the event of the bankruptcy of the Developer.

- ii. at any time after the initial twelve (12) month term at the sole discretion of the Manager.

In the event of termination under Section 13(a)(ii) above, the Management Fee shall be forfeited in favor of the Manager and the Manager shall be relieved of any further obligations Section 3 of this Management Agreement.

In the event of termination under Section 13(b)(i) above, the Management Fee shall be forfeited in favor of the Manager and the Manager shall be relieved of any further obligations Section 3 of this Management Agreement.

In the event of termination under Section 13(b)(ii) above, the Manager shall reimburse to the Developer the Management Fee received pro-rated monthly for the unfulfilled portion of the then-current Term.

c. Final Accounting. Upon the expiration or any termination of this Management Agreement, the Manager's permitted expense costs hereunder, accrued or incurred through and including the effective date thereof, shall be payable within ten (10) days after such effective date or, in the case of compensation based upon receipts



attributable to periods prior to such effective date but received thereafter, within ten (10) days after receipt thereof.

14. **Developer is not a Consumer.** The Developer has entered into this Management Agreement with the intent and purpose of engaging in the business of constructing residential buildings on real property presently owned or hereafter acquired by the Developer's Entity for the purpose of resale. The Developer will not reside in the residential buildings to be constructed on real property presently owned or hereafter acquired by the Developer's Entity for the purpose of resale, or otherwise use any such property for personal, family, or household purposes. To the extent allowable by law, the Developer expressly disclaims that the Developer is a "consumer" or that this Management Agreement is a part of a "consumer credit transaction" as those terms are defined in the Truth in Lending Act ("TILA") and the Interstate Land Sales Full Disclosure Act ("ILSA"). It is the express intent of the parties hereto that the parties' rights and obligations under this Management Agreement be construed in the manner necessary to exempt this Management Agreement from registration, licensing disclosure or other obligations under the TILA and ILSA. Both the Manager and the Developer hereby expressly waive any right or provision of this Management Agreement that would otherwise preclude any exemption, and such right or provision shall be severed from this Management Agreement and given no effect.
15. **Arbitration of Disputes.** The parties to this Management Agreement specifically agree that this transaction involves interstate commerce and that, to the fullest extent permitted by applicable law, any dispute (whether contract, warranty, tort, statutory or otherwise), including, but not limited to, (a) any and all controversies, disputes or claims arising under, or related to, this Management Agreement, the Business, the Houses, or any dealings between Developer and Manager; (b) any controversy, dispute or claim arising by virtue of any representations, promises or warranties alleged to have been made by Manager or Manager's representative; and (c) any personal injury or property damage alleged to have been sustained by any Manager or invitee of Developer on the Project, shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) or, if applicable, by similar state statute, and not by or in a court of law. All decisions respecting the arbitrability of any dispute shall be decided by the arbitrator. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all or any portion of its costs and fees. "Costs and fees" may include reasonable expenses of mediation and/or arbitration, including arbitrator's fees, administrative fees, travel expenses and out-of-pocket expenses such as copying and telephone, court costs, witness fees and reasonable attorneys' fees. The mediation and, if necessary, the arbitration shall be conducted by the American Arbitration Association ("AAA") in accordance with its applicable rules. If there is any conflict between this Management Agreement and such rules, the provisions of this Management Agreement shall control. If, for any reason, the AAA is unable or unwilling to conduct the mediation and/or the binding arbitration proceedings specified above, the parties agree to work together in good faith to select a mediator and, if all disputes are not resolved by mediation, an arbitrator in Tarrant County, Texas. If the parties are unable to agree on the appointment of a mediator and/or arbitrator, either party may petition a court of general jurisdiction in the subject county to appoint a mediator and/or arbitrator. It is stipulated and agreed that the filing of a petition requesting appointment of a mediator and/or arbitrator shall not constitute a waiver of the right to enforce binding arbitration.

In any arbitration proceeding between the parties:

- a. All applicable Federal and State law shall apply;
- b. All applicable claims, causes of action, remedies and defenses that would be available in court shall apply;
- c. The proceeding shall be conducted by a single arbitrator selected by a process designed to ensure the neutrality of the arbitrator;
- d. The parties shall be entitled to conduct reasonable and necessary discovery;
- e. The arbitrator shall render a written award and, if requested by any party, a reasoned award;
- f. Neither party shall be required to pay any unreasonable costs, expenses or arbitrator's fees and the arbitrator shall have the right to apportion the cost of any such items in an equitable manner in the arbitration award; and

MANAGEMENT AGREEMENT (V13) – PAGE 7

Developer Initials



Manager Initials

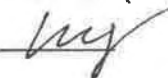


- g. Any award rendered in the proceeding shall be final and binding and judgment upon any such award may be entered in any court having jurisdiction.

16. **No Unlawful Activity.** The Developer represents and warrants the funds which will be paid by the Developer to the Manager hereunder will not represent proceeds of crime and the Developer acknowledges that the Manager may in the future be required by law to disclose the Developer's name and other information relating to this Management Agreement and the Developer pursuant to applicable law; that no funds or other assets of the Developer or any of its affiliates constitute property of, or are beneficially owned, directly or indirectly, by any person or entity or Governmental Authority subject to trade restrictions under applicable law of the United States, including but not limited to, any Anti-Terrorism Law (each an "Embargoed Person"), with the result that the transactions contemplated hereby (whether directly or indirectly) are prohibited by applicable law; that no Embargoed Person has any interest of any nature whatsoever in the Developer with the result that the transactions contemplated hereby (whether directly or indirectly) are prohibited by applicable law; and that none of the funds of the Developer have been derived from any unlawful activity with the result that the transactions contemplated hereby (whether directly or indirectly) are prohibited by applicable law.
17. **No Prohibited Transactions.** The Developer represents and warrants that the Developer (i) is not in violation of any Anti-Terrorism Laws, (ii) is not an Embargoed Person and (iii) is not acting and will not act, directly or indirectly, for or on behalf of a person or entity named by any Executive Order or the United States Treasury Department as a terrorist, "Specifically Designated National and Blocked Person" or other banned or blocked person or entity pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; that the Developer had not engaged in this transaction, directly or indirectly, on behalf of and is not instigating or facilitating this transaction, directly or indirectly, on behalf of, any such person or entity; that the Developer has not conducted any business or engaged in any transaction or dealing with an Embargoed Person, including making or receiving any contribution of funds, goods, or services to or for the benefit of any Embargoed Person; that the Developer has not dealt in, or otherwise has engaged in, any transaction relating to, any property or interests in property blocked pursuant to any Anti-Terrorism Law; that the Developer has not engaged in or conspired to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. "Anti-Terrorism Law" shall mean Executive Order 13224 issued by the President of the United States, the USA Patriot Act, the United States International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., the United States Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., any Executive Orders or regulations promulgated thereunder, regulations of the Office of Foreign Assets Control (including, but not limited to, its Specially Designated and Blocked Persons list) or under any statute (including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), executive order (including, without limitation, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism and the Annex thereto) and all other present and future applicable law of the United States addressing or in any way relating to terrorist acts and acts of war.
18. **Survival of Provisions.** The Developer and the Manager agree that notwithstanding anything to the contrary, the rights and obligations set forth in this contract relating in any manner to the substance of a dispute or the process of dispute resolution, arbitration, or mediation shall survive (1) the termination of this Management Agreement by either party; or (2) the breach of this Management Agreement by either party. The waiver or invalidity of any portion of this paragraph shall not affect the validity or enforceability of the remaining portions of this paragraph and/or this Management Agreement.
19. **Legal Proceedings.** If any party to this Management Agreement files a proceeding in any court to resolve any controversy, dispute or claim, such action shall not constitute a waiver of the right of such party or a bar to the right of any other party to seek arbitration of that or any other claim, dispute or controversy, and the court shall, upon motion of any party to the proceeding, direct that such controversy, dispute or claim be arbitrated in accordance herewith.
20. **Survival of Warranties.** The Manager expressly agrees that all warranties made by it in this Management Agreement shall survive this Management Agreement in the event it is terminated or expires for any reason, other than a material breach of this Management Agreement by the Developer, prior to the expiration of the initial twelve (12) month term.



21. **Severability.** It is understood and agreed by the parties hereto that if any of the clauses or provisions of this Management Agreement shall contravene or be invalid under the laws of the State of Texas, such contravention of invalidity shall not invalidate the entire agreement, but it shall be construed as if not containing the particular clause or provision held to be invalid, and the rights and obligations of the Manager and the Developer shall be construed and enforced accordingly.
22. **Definitional Provisions.** The words "Developer" and "Manager" and other terms defined herein include singular or plural, individual, partnership or corporation, and the respective heirs, executors, administrators, successors, and assigns of Developer and Manager. The use of any gender applies to all genders. If more than one party is named as Manager, the obligation hereunder of each such party is joint and several.
23. **Successors and Assigns.** This Management Agreement and the terms, covenants and agreements herein contained shall apply to, be binding upon, and inure to the benefit of the parties hereto, their heirs, successors and assigns. None of the rights, interests or obligations created by this Management Agreement may be assigned, transferred, or delegated in whole or in part by the parties hereto, and any such purported assignment transfer or delegation shall be void, except as may be expressly permitted herein.
24. **Complete Agreement.** This Management Agreement (including the documents listed herein, which are incorporated fully herein by reference, or directly related hereto) contains the entire agreement among the parties, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereof shall be binding on either party hereto unless set forth in a document executed by all the parties hereto **OR UNLESS AS SPECIFICALLY ACKNOWLEDGED AND AGREED IN EMAIL CORRESPONDENCE BETWEEN THE UNDERSIGNED PRINCIPALS AND SENT BETWEEN THE ADDRESSES GIVEN HEREIN.** If there is a conflict between this Management Agreement and any terms contained in any proposal, invoice or other agreement between Developer and Manager, the terms of this Management Agreement shall control.
25. **Governing Law.** The laws of the state of Texas shall govern the validity, enforcement and interpretation of this Management Agreement. The obligations of the parties are performable in the county where the Business is operated, and the parties hereto consent to such venue for purposes of any action arising out of this Management Agreement.
26. **No Joint Venture.** Nothing herein contained shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of partnership or of joint venture between the parties hereto or of any other relationship other than the relationship of Developer and Manager. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders where the context requires.
27. **Consent and Waiver.** No consent or waiver, expressed or implied, by either party to or of any breach of any covenant, condition, or duty of the other party hereto shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition, or duty. Where Developer's approval is required under this Management Agreement, said consent shall not be unreasonably withheld or delayed.
28. **Attorney's Fees.** In the event of any litigation arising hereunder by and between the Developer and the Manager, the prevailing party thereto shall be entitled to reimbursement for all attorney's fees incurred by it in connection with said litigation.
29. **Legal Construction.** The parties agree that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Management Agreement or any amendments or exhibits thereto. The section and other headings contained in this Management Agreement are for reference purposes only and shall not affect the meaning or interpretations of this Management Agreement.



30. **Typewritten or Handwritten Provisions.** Handwritten provisions inserted in this Management Agreement and initialed by all parties hereto shall control over any typewritten provisions in conflict therewith.
31. **Execution.** This Management Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. The parties shall initial each page of this Management Agreement. Each party represents and warrants that its signatory below is its authorized representative with actual authority to enter into this Management Agreement on the party's behalf.
32. **Non-Disclosure of Confidential Information and Intellectual Property.** This Management Agreement involves the establishment of a Business for the Developer and the use of intellectual property and trade secrets of the Manager to be used in and for the benefit of the Developer's Business. The Developer shall not, during the Term of this Management Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, association, or corporation any confidential information, knowledge, or know-how concerning the methods of operation of the Business established hereunder which may be communicated to the Developer or of which the Developer may be apprised by virtue of the Developer's operation under the terms of this Management Agreement. The Developer shall divulge such confidential information only to such of its advisors or partners as must have access to it in order to operate the Business. Any and all information, knowledge, know-how, and techniques which the Manager designates as confidential shall be deemed confidential for purposes of this Management Agreement, including, but not limited to, marketing plans, development strategies, advertising, financial plans, costings, sales processes, documentation, methodologies, identity of contractors, identity of sub-contractors, and materials specifications (the value of this information derives not only from the time, effort and money which went into its compilation or identification, but from the usage of the same) except information which the Developer can demonstrate came to its attention prior to disclosure thereof by the Manager; or which, at or after the time of disclosure by the Manager to the Developer, had become or later becomes a part of the public domain, through publication or communication by others who were lawfully in possession of such information and were under no obligation to maintain its confidentiality.

EXECUTED this 20TH day of JUNE, 2018

MANAGER:  
SERENE COUNTRY HOMES, LLC

(Signature)

(Date)

6/20/18

NICK LIND - VICE PRESIDENT  
(Printed Name and Title)

DEVELOPER:

The Youngestone, LLC

(Date)

6/15/2018

(Signature)

Winnie Wai-Yee Tai Young - Manager  
(Printed Name and Title)

MANAGEMENT AGREEMENT (V13) – PAGE 10

Developer Initials

WY

Manager Initials

WY

## Addendum A

Cost per home: \$200,000  
Selling Price (with 9% margin): \$219,780

### SITUATION 1-AS PLANNED

HOME SALES PRICE TRANSFERRED FROM ESCROW	\$219,780.00
PDP CLIENT PAID	<u>(\$200,000.00)</u>
PROFIT TO PDP CLIENT	\$19,780.00
PROFIT MARGIN	9%

### SITUATION 2-PRICE REDUCTION TO SELL THE HOME

HOME SALES PRICE TRANSFERRED FROM ESCROW	\$215,000.00
PDP CLIENT PAID	<u>(\$200,000.00)</u>
PROFIT TO PDP CLIENT	\$15,000.00
PROFIT DUE TO PDP CLIENT	\$19,780.00
CHECK (CHEQUE) FROM SERENE TO PDP CLIENT	\$4,780.00
TOTAL PROFIT TO PDP CLIENT	\$19,780.00
PROFIT MARGIN	9%

### SITUATION 3 - PRICE INCREASE AFTER HOME UNDER CONSTRUCTION

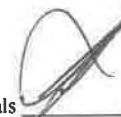
HOME SALES PRICE TRANSFERRED FROM ESCROW	\$230,000.00
PDP CLIENT PAID	<u>(\$200,000.00)</u>
PROFIT TO PDP CLIENT	\$30,000.00
PROFIT MARGIN	13%

MANAGEMENT AGREEMENT (V13) – PAGE 11

Developer Initials



Manager Initials



SERENE COUNTRY  
HOMES**CONSTRUCTION MANAGEMENT AGREEMENT**

This Construction Management Agreement (hereinafter "Agreement") is made this 14<sup>th</sup> day of AUGUST, 2012, by and between:

**CONTRACTOR:** Serene Country Homes, LLC  
6635 Sandshell Blvd Fort  
Worth, TX 76137  
Phone Number: 682-333-0101  
Fax Number: 817-232-8815

**OWNER:** M3 Fort Worth Developer, LLC  
6635 Sandshell Blvd  
Fort Worth TX 76137

**PROJECT:** Lawson Farms Midlothian  
Lot 50 Block 2

More specifically described in Exhibit A to this Agreement

This Agreement is entered into by both parties with the understanding that this document forms the basis for the Agreement and no other representations or guarantees have been made whether they be oral, written or implied.

This Agreement shall govern the relationship between Contractor and Owner of the Project. The description of any work to be performed on any Project ("Work"), any specifics regarding the Work, rules and regulations regarding the Work and the price shall be contained on the Construction Plans attached hereto as Exhibit "B" and all bid sheets, proposals, drawings, specifications, scopes of work, site plans and other documentation reviewed, approved and signed by the parties hereto governing the Work (collectively, the "Construction Documents"). All Construction Documents are incorporated herein by reference and made a part hereof. All Construction Documents, scopes of work, costs of work and fee agreements shall be identified as being subject to this Agreement and will be added via signed change order as developed and made available.

Contractor and Owner agree as follows:

1. The Work and/or materials to be supplied by Contractor pursuant to this Agreement include all labor and materials furnished by Contractor at the request of Owner for the construction of residential improvements in substantial compliance with the Construction Documents. This Agreement shall be effective from the date hereof and shall continue until terminated by either party upon thirty (30) days written notice to the other; provided, however, that Contractor's obligations and warranties shall survive termination with respect to all labor and/or materials supplied by or through Contractor prior to termination. Additional compensation for general overhead and Contractor's Fee shall be commensurate with Work added and shall be specified in each work order for additional Work that is reviewed, approved and signed by the parties hereto. All other items are paid as cost of the Work and will be added via change order as Construction Documents are made available. Any changes to a work order will be made via a change order. In no way shall the Contractor's Fee paid to Contractor be less than that agreed to in each original work order.
2. In consideration of the performance of the Contractor's obligations under this Agreement, the Owner shall pay the Contractor a Contractor's Fee in the amounts set forth on Exhibit A of this Agreement (the "Contractor's Fee"). Based upon application for payment by Contractor, the Owner shall make progress payments towards the total Contractor's Fees in accordance with the following draw schedule per house:

Draw	Percentage of Contractor's Fee	Construction Phase
1	40%	Deposit due upon execution of the Construction Management Agreement
2	40%	Pre-Pour Inspection
3	15%	Insulation Inspection
4	5%	Tile/Countertops

If the job remains idle for a total of thirty (30) days due to Owner's failure to pay Contractor as agreed, then Contractor shall have the right in its sole discretion to declare Owner in breach of this agreement and terminate the agreement. In the event Contractor elects to terminate this agreement under this Section 2, Owner and Contractor agree that Contractor is authorized under its power of attorney to execute a Warranty Deed which deeds the property back to Contractor. Such deed shall not be executed until such time as Contractor has tendered to Owner funds equal to the purchase price paid by Owner plus any construction costs paid by Owner, less reimbursement of any costs incurred by Contractor as a result of Owner's breach.

No payments will be disbursed until Owner has had a reasonable opportunity to inspect the Work performed or material delivered, has received an invoice identifying the subject Work and has received valid lien waivers executed by Contractor. Owners agree to make the progress payments within five (5) days of certification by Owners of the work performed. If Owners fail to pay Contractor within seven (7) days of the date the payment is due through no fault of Contractor, upon three (3) additional days written notice to Owners, Contractor may stop the Work. Contractor may keep the job idle until such time as payments that are due to Contractor are paid. Contractor agrees to provide Owner with the names and addresses of Contractor's subcontractors and suppliers ("Suppliers") upon Owner's request for same. Owner may at its discretion, by written request only, obtain written verification direct from Contractor's Suppliers that Contractor has paid all bills currently due for materials and/or labor related to Work performed under this contract. In the event Contractor's accounts with its Suppliers are more than sixty (60) days past Supplier's due date, Owner may, at its discretion; elect to withhold payment from Contractor and pay Contractor's Supplier's to bring Contractor's accounts current. Owner shall give Contractor seventy-two (72) hours notice of its proposed action. Any residual due Contractor after outstanding bills with Contractor's Suppliers have been satisfied will then be paid to Contractor. Owner agrees not to contract with, solicit, instruct, direct or otherwise communicate with the Suppliers retained by Contractor as to the scheduling of or details about the Work (including additions to or deletions from the Work). Furthermore, Owner shall not do or cause any Work to be

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done, or alter or cause the alteration of any portion of the improvements, whether complete or incomplete, prior to Contractor's completion of all Work called for under this contract or termination of this contract, whichever is later, without Contractor's express written consent which may be withheld or delayed at Contractor's sole discretion. Notwithstanding any provision herein to the contrary, this paragraph shall survive the contract.

3. Contractor certifies that it is an independent contractor and not an employee of Owner and as such, certifies it is solely responsible for all applicable taxes and charges including, but not limited to, withholding taxes, social security taxes and unemployment taxes on Contractor and Contractor's employees. Contractor certifies that it, as an independent contractor, is not under the direction and control of Owner and certifies it holds itself out for employment by other companies in the trade. Contractor certifies it uses its own tools, offices at its business address shown above and there has never been, nor will there be, during the term of this contract, an employer/employee relationship with Owner. Contractor certifies that this Agreement went into effect from the date of first performance as a Contractor for Owner.
4. OWNER AGREES THAT ANY ACTS, OMISSIONS BY, OR LOSSES, DAMAGES, OR DELAYS CAUSED BY OWNER, OWNER'S AGENTS OR ANY THIRD PARTY RETAINED BY OWNER SHALL BE THE RESPONSIBILITY OF OWNER, NOT CONTRACTOR. FURTHERMORE, OWNER AGREES THAT CONTRACTOR WILL NOT BE REQUIRED TO PAY FOR, WARRANT, REPAIR, INSURE, OR CORRECT ANY WORK PERFORMED OR MATERIALS PROVIDED BY PERSONS OR ENTITIES EMPLOYED BY, OR WHO HAVE CONTRACTED WITH OWNER.
5. Contractor expressly agrees to read and become familiar with all relevant plans and specifications. In constructing the improvements, Contractor will rely on the Construction Documents as being complete and correct in all respects. CONTRACTOR DOES NOT WARRANT OR GUARANTY ANY OF THE CONSTRUCTION DOCUMENTS WHICH HAVE BEEN PREPARED BY ANY PARTY OTHER THAN CONTRACTOR. CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE REPRESENTATIONS, CONSTRUCTION DOCUMENTS, PLANS, SPECIFICATIONS, OR DESIGNS MADE BY AN ARCHITECT, ENGINEER, SURVEYOR, OR DESIGNER WITH RESPECT TO ANY OF THE CONSTRUCTION DOCUMENTS. All changes or corrections causing additional expense or delays shall be administered as a change order as outlined above. Any supplements to the Construction Documents prepared by Contractor shall be the property of Contractor and shall not be used by Owner except for construction provided by Contractor. Owner acknowledges that minor changes may occur in the Work and agrees that so long as the construction of the improvements is substantially in compliance with the Construction Documents, such minor deviations will be accepted. Except for other contracts entered into by Owner, Contractor shall be solely responsible for all construction under this contract, including techniques, sequences, procedures, means and coordination of all Work. Contractor shall supervise and direct its work to the best of its ability, and give it all attention necessary for such proper supervision and direction. Contractor shall perform all labor in a workmanlike manner, according to the standard practice in effect at the time and place of the Work.
6. Contractor shall maintain at all times strict discipline among its employees and its agents, and agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which it is employed. Contractor does not warrant or guarantee the discipline, fitness, or skillfulness of any other parties that the Owner has contracted with independently of Contractor.
7. Contractor shall pay all taxes required by law in connection with work under this contract including sales, use and similar taxes, and it shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore. Contractor stipulates and agrees that the prices paid to Contractor by Owner will include all sales tax.
8. Contractor shall comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the performance of the Work herein. Contractor is not responsible for, but shall endeavor to obtain compliance relating to Work performed or materially affected by Suppliers contracted with by Owner. If any of the Construction Documents are at variance therewith, Contractor shall notify Owner promptly on discovery of such variance.

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9. Contractor hereby releases Owner of any liability of whatsoever nature because of injuries to Contractor, its employees, agents and/or Suppliers. To ensure and to protect the personal health and safety of Owner and Owner's licensees and invitees, Owner shall restrict entry by the Owner and Owner's licensees and invitees onto the Project or into the improvements to a minimum. When Owner chooses to have its agents, licensees or invitees enter the Project (except at the request of Contractor), and irrespective of Contractor's presence on the Project at such time, OWNER AGREES TO RELEASE AND/OR INDEMNIFY AND HOLD CONTRACTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING IN FAVOR OF OWNER OR OWNER'S AGENTS, LICENSEES AND INVITEES ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING OR INCIDENT TO THE CONDITION OF THE PROJECT AND/OR THE IMPROVEMENTS. CONTRACTOR AGREES TO RELEASE AND/OR INDEMNIFY AND HOLD OWNER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING IN FAVOR OF CONTRACTOR OR CONTRACTOR'S AGENTS, SUBCONTRACTORS, LICENSEES AND INVITEES ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING OR INCIDENT TO THE CONDITION OF THE PROJECT AND/OR THE IMPROVEMENTS. Owner also acknowledges that the contemplated construction imposes an inherent risk to the health of the trees and vegetation situated on the Project, and Owner understands that Contractor cannot guarantee the viability of those trees and vegetation. Owner acknowledges this risk and agrees to release Contractor from any claims for damages to or loss of trees or vegetation resulting from construction activities.
10. Contractor represents and warrants to Owner that all equipment and materials used in the Work and made a part of the structures thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the Construction Documents, of good quality, free of defects, and in conformity with the Construction Documents. Contractor shall assign or have issued directly to Owner any third party warranties related to work performed on the Project and Contractor shall give Owner a one-year warranty on the Work that such Work was performed in a manner consistent with standard construction practices in effect at the time and place of the Work.
11. Contractor agrees to keep the work premises and adjoining ways free of waste material and rubbish caused by its Work or that of its subcontractors. It further agrees to remove all waste material and rubbish on termination of its Work together with all its tools, equipment and machinery. It agrees on terminating its work at the site, to conduct general clean-up operations and move all materials (usable and waste) to a location designated by Owner. All such work shall be done on a cost plus reimbursement.
12. Neither party has the right to assign this Contract without the written consent of the other.
13. Before commencing the Work as contemplated herein, Contractor and its subcontractors shall procure and maintain at their own expense, until completion and a final acceptance of the Work, the following insurance:
- a. Commercial general liability insurance:
    - \$1,000,000 each occurrence
    - \$2,000,000 general aggregate
    - \$1,000,000 personal & advertising injury
    - \$2,000,000 products-completed operations aggregate
    - \$ 50,000 damages to rented premises
    - \$ 5,000 medical expense

Provide coverage for X, C, U – (explosion, collapse, and underground), contractual liability, products/completed operations, personal injury, broad form property damage, and an endorsement providing the coverage is primary and any insurance provided by Contractor is excess and non contributory. The commercial general liability policy shall name the Owner as an additional insured.

- b. Contractor shall be responsible for satisfying any statutory requirements to Worker's Compensation insurance as required by the state of Texas. Contractor is required by law to give notice to the Texas Workers' Compensation Commission and its employees stating whether subcontractor has elected to carry workers' compensation. Owner is not responsible for obtaining workers' compensation coverage for subcontractor. Contractor will provide a waiver of subrogation from its insurance carrier, in favor of Owner.
  - c. Automobiles and motor vehicles (owned, non-owned, and hired): \$1,000,000 combined single limit for bodily injury and property damage.
  - d. Contractor shall insure or assume responsibility for losses to tools, clothes, equipment, and materials owned by it, its subcontractors, employees, or others used to perform its work.
  - e. Insurance Requirements: Each policy of insurance carried pursuant to this Agreement shall be issued by companies reviewed in the most recent A.M. Best rating having not less than an A-VII rating. Policies will be made available within 3 days of request.
  - f. Contractors Risk Insurance, which, shall be reimbursed by the Owner as a cost plus item.
14. Owner agrees to promptly notify Contractor of any objections to any Work not in compliance with the Construction Documents. To the extent reasonably possible, Contractor agrees to commence correcting such work within forty-eight hours of such notice. **Failure by Owner to promptly notify Contractor of objections to any Work performed within any phase of construction shall constitute an acceptance of that portion of the Work.** Owner acknowledges and agrees, however, that it may be inappropriate and/or unreasonably expensive and time-consuming to replace, re- fabricate or repaint a component that exhibits a minor defective condition. In such instances, Contractor, in its sole judgment, may (i) employ an alternate remedy to correct the deficiency in conformance with reasonable construction practices, or (ii) conclude that the condition is within acceptable tolerances and take no corrective action.
15. Contractor shall continually perform the Work and correct defective work designated under the Agreement, and in the event Contractor shall not substantially perform in a continuous, satisfactory manner and if Contractor should fail to do so for ten (10) business days under any job requested by Owner, Owner shall have the right, upon written notice to Contractor, to terminate this Contract. However, the projected completion date may be extended for one or more Permitted Delays, and Owner does not have the right to terminate this Contract if the Work is not continuously performed due to a Permitted Delay as listed below ("Permitted Delays"):
- a. Changes by Owner or Owner's representatives to the Construction Documents.
  - b. Failure of Owner to timely make selections as directed below.
  - c. Failure of Owner to timely make any payments when due.
  - d. Other acts or omissions by Owner or Owner's representatives.
  - e. Prohibitive inclement weather or acts of God.
  - f. Fire or casualty loss.
  - g. Non-availability of labor, services or materials.
  - h. Delays caused by any applicable governmental entity's change in laws or ordinances or delays in issuing necessary permits or conducting inspections.
  - i. Delays caused by change orders or workorders.

- j. Disputes with Owner or Owner's representatives (which will allow Contractor to suspend Work until resolved).
- k. Civil unrest, strikes, lockouts, acts of public authorities, war.
- l. Other events or causes beyond Contractor's reasonable control.
16. Contractor shall be able to extend the projected completion date by giving Owner written notice within thirty (30) days of a Permitted Delay.
17. Owner reserves the right, from time to time, to order work changes in the nature of additions, deletions, or modifications, without invalidating the contract and agrees to make corresponding adjustments in the contract price. All changes will be authorized by a written change order signed by Owner. The change order will include corresponding changes in the contract and price list and payment schedule. Work shall be changed and the contract price shall be modified only as set out in the written change order.
18. Contractor shall perform the Work in accordance with the Construction Documents and, to the degree that Contractor is afforded discretion under such Construction Documents, shall comply with all governmental regulations established by governmental agencies or municipalities with authority over inspection and approval of the Work. Contractor shall keep itself informed as to all applicable building codes and all Owner's construction procedures and requirements.
19. During the performance of this contract, and with Owner's recognition that the Work is an inherently dangerous and dynamic process, the Contractor agrees to comply with all State and Federal laws applicable to Contractor's management of a reasonably safe workplace and to its performance as an employer.
20. All notices required to be given to Owner shall be sent to the following address:
- Client Name M3 Fort Worth Developer, LLC  
Address 6635 Sandshell Blvd. Fort Worth TX 76137  
Phone
21. All notices to be sent to Contractor shall be sent to the following address:
- Serene Country Homes, LLC  
6635 Sandshell Blvd Fort  
Worth TX 76137  
Phone Number: 682-333-0101  
Fax Number: 817-232-8815
22. Contractor agrees to immediately notify Owner if Contractor's mailing address changes from the "Mailing Address" shown at the beginning of this Agreement.
23. Owner has entered into this Agreement with the intent and purpose of engaging in the business of constructing residential buildings on the property for the purpose of resale or lease. Owner will not reside in the residential buildings to be constructed on the property or otherwise use it for personal, family, or household use. To the extent allowable by law, Owner expressly disclaims that Owner is a "consumer" or that this Agreement is a part of a "consumer credit transaction" as those terms are defined in the Truth in Lending Act ("TILA") and the Interstate Land Sales Full Disclosure Act ("ILSA"). It is the express intent of the parties hereto that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement from registration, licensing disclosure or other obligations under the TILA and ILSA. Both Contractor and Owner hereby expressly waive any right or provision of this Agreement that would otherwise preclude any exemption, and such right or provision shall be severed from this Agreement and given no effect.

24. The parties to this Agreement specifically agree that this transaction involves interstate commerce and that, to the fullest extent permitted by applicable law, any dispute (whether contract, warranty, tort, statutory or otherwise), including, but not limited to, (a) any and all controversies, disputes or claims arising under, or related to, this Agreement, the Project, the Work, or any dealings between Owner and Contractor; (b) any controversy, dispute or claim arising by virtue of any representations, promises or warranties alleged to have been made by Contractor or Contractor's representative; and (c) any personal injury or property damage alleged to have been sustained by any agent or invitee of Owner on the Project, shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) or, if applicable, by similar state statute, and not by or in a court of law. All decisions respecting the arbitrability of any dispute shall be decided by the arbitrator. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all or any portion of its costs and fees. "Costs and fees" may include reasonable expenses of mediation and/or arbitration, including arbitrator's fees, administrative fees, travel expenses and out-of-pocket expenses such as copying and telephone, court costs, witness fees and reasonable attorneys' fees. The mediation and, if necessary, the arbitration shall be conducted by the American Arbitration Association ("AAA") in accordance with its applicable rules. If there is any conflict between this Agreement and such rules, the provisions of this Agreement shall control. If, for any reason, the AAA is unable or unwilling to conduct the mediation and/or the binding arbitration proceedings specified above, the parties agree to work together in good faith to select a mediator and, if all disputes are not resolved by mediation, an arbitrator in Tarrant County, Texas. If the parties are unable to agree on the appointment of a mediator and/or arbitrator, either party may petition a court of general jurisdiction in the subject county to appoint a mediator and/or arbitrator. It is stipulated and agreed that the filing of a petition requesting appointment of a mediator and/or arbitrator shall not constitute a waiver of the right to enforce binding arbitration.

In any arbitration proceeding between the parties:

- a. All applicable Federal and State law shall apply;
  - b. All applicable claims, causes of action, remedies and defenses that would be available in court shall apply;
  - c. The proceeding shall be conducted by a single arbitrator selected by a process designed to ensure the neutrality of the arbitrator;
  - d. The parties shall be entitled to conduct reasonable and necessary discovery;
  - e. The arbitrator shall render a written award and, if requested by any party, a reasoned award;
  - f. Neither party shall be required to pay any unreasonable costs, expenses or arbitrator's fees and the arbitrator shall have the right to apportion the cost of any such items in an equitable manner in the arbitration award; and
  - g. Any award rendered in the proceeding shall be final and binding and judgment upon any such award may be entered in any court having jurisdiction.
25. Owner and Contractor agree that notwithstanding anything to the contrary, the rights and obligations set forth in this contract relating in any manner to the substance of a dispute or the process of dispute resolution, arbitration, or mediation shall survive (1) the termination of this Agreement by either party; or (2) the breach of this Agreement by either party. The waiver or invalidity of any portion of this paragraph shall not affect the validity or enforceability of the remaining portions of this paragraph and/or this Agreement.
26. If any party to this Agreement files a proceeding in any court to resolve any controversy, dispute or claim, such action shall not constitute a waiver of the right of such party or a bar to the right of any other party to seek arbitration of that or any other claim, dispute or controversy, and the court shall, upon motion of any party to the proceeding, direct that such controversy, dispute or claim be arbitrated in accordance herewith.

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[Signature]

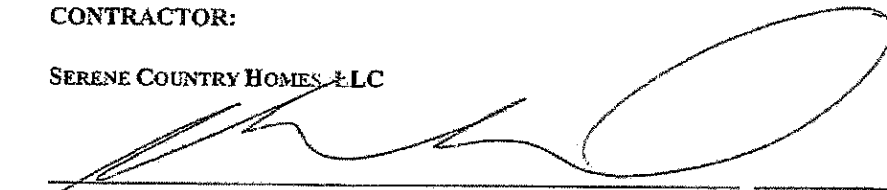
27. Contractor expressly agrees that all warranties made by it in this Agreement, shall survive this Agreement in the event it is terminated or expires for any reason, other than a material breach of this Contract by Owner, prior to the running of the one year warranty period. It is understood and agreed by the parties hereto that if any of the clauses or provisions of this Agreement shall contravene or be invalid under the laws of the State of Texas, such contravention of invalidity shall not invalidate the entire agreement, but it shall be construed as if not containing the particular clause or provision held to be invalid, and the rights and obligations of Contractor and Owner shall be construed and enforced accordingly.
28. The words "Owner," "Contractor" "subcontractor" and "Supplier" include singular or plural, individual, partnership or corporation, and the respective heirs, executors, administrators, successors, and assigns of Owner, Contractor and subcontractors, as the case may be. The use of any gender applies to all genders. If more than one party is named as Contractor, the obligation hereunder of each such party is joint and several.
29. This Agreement and the terms and covenants herein contained shall apply to and be binding upon the parties hereto, their heirs, successors and assigns. None of the rights, interests or obligations created by this Agreement may be assigned, transferred, or delegated in whole or in part by the parties hereto, and any such purported assignment transfer or delegation shall be void.
30. This Agreement (including the exhibits hereto) contains the entire agreement among the parties, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereof shall be binding on either party hereto unless set forth in a document executed by all the parties hereto **OR UNLESS AS SPECIFICALLY ACKNOWLEDGED AND AGREED IN EMAIL CORRESPONDENCE BETWEEN THE UNDERSIGNED PRINCIPALS AND SENT BETWEEN THE ADDRESSES GIVEN HEREIN.** If there is a conflict between this Agreement and any terms contained in any proposal, invoice or other agreement between Owner and Contractor, the terms of this Agreement shall control.
31. The laws of the state of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable in the county where the Project is located, and the parties hereto consent to such venue for purposes of any action arising out of this Agreement.
32. The parties agree that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

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EXECUTED this 14<sup>th</sup> day of AUGUST, 2018.

CONTRACTOR:

SERENE COUNTRY HOMES, LLC

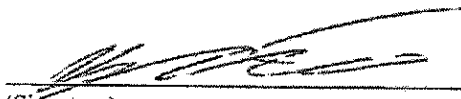
  
(Signature)

8/14/18  
(Date)

NICK LIND - VICE PRESIDENT  
(Printed Name and Title)

OWNER:

M3 Fort Worth Developer, LLC

  
(Signature)

8/9/2018  
(Date)

Xiaohong Chen (member)  
(Printed Name and Title)

1. Lot and Block address: 409 Belmont Drive

House Design Model: Garfield

Description:

4 Bedrooms

3.5 Bathrooms

2 Living Rooms

3,163 Square Feet

Contractor's Fee: \$ 233,955.00

TOTAL CONTRACTOR'S FEE: \$ 233,955.00



Exhibit B  
CONSTRUCTION PLANS

Owner Initials XC

Contractor Initial [Signature]



**CONSTRUCTION MANAGEMENT AGREEMENT**

This Construction Management Agreement (hereinafter "Agreement") is made this 6th day of Sept. 2018, by and between:

**CONTRACTOR:** Serene Country Homes, LLC  
6635 Sandshell Blvd Fort  
Worth, TX 76137  
Phone Number: 682-333-0101  
Fax Number: 817-232-8815

**OWNER:** M3 Fort Worth Developer, LLC  
6635 Sandshell Blvd  
Fort Worth, TX 76137

**PROJECT:** Barton Woods Conroe  
Section 2 Lot 10 Block 2

More specifically described in Exhibit A to this Agreement

This Agreement is entered into by both parties with the understanding that this document forms the basis for the Agreement and no other representations or guarantees have been made whether they be oral, written or implied.

This Agreement shall govern the relationship between Contractor and Owner of the Project. The description of any work to be performed on any Project ("Work"), any specifics regarding the Work, rules and regulations regarding the Work and the price shall be contained on the Construction Plans attached hereto as Exhibit "B" and all bid sheets, proposals, drawings, specifications, scopes of work, site plans and other documentation reviewed, approved and signed by the parties hereto governing the Work (collectively, the "Construction Documents"). All Construction Documents are incorporated herein by reference and made a part hereof. All Construction Documents, scopes of work, costs of work and fee agreements shall be identified as being subject to this Agreement and will be added via signed change order as developed and made available.

Contractor and Owner agree as follows:

1. The Work and/or materials to be supplied by Contractor pursuant to this Agreement include all labor and materials furnished by Contractor at the request of Owner for the construction of residential improvements in substantial compliance with the Construction Documents. This Agreement shall be effective from the date hereof and shall continue until terminated by either party upon thirty (30) days written notice to the other; provided, however, that Contractor's obligations and warranties shall survive termination with respect to all labor and/or materials supplied by or through Contractor prior to termination. Additional compensation for general overhead and Contractor's Fee shall be commensurate with Work added and shall be specified in each work order for additional Work that is reviewed, approved and signed by the parties hereto. All other items are paid as cost of the Work and will be added via change order as Construction Documents are made available. Any changes to a work order will be made via a change order. In no way shall the Contractor's Fee paid to Contractor be less than that agreed to in each original work order.
2. In consideration of the performance of the Contractor's obligations under this Agreement, the Owner shall pay the Contractor a Contractor's Fee in the amounts set forth on Exhibit A of this Agreement (the "Contractor's Fee"). Based upon application for payment by Contractor, the Owner shall make progress payments towards the total Contractor's Fees in accordance with the following draw schedule per house:

Draw	Percentage of Contractor's Fee	Construction Phase
1	40%	Deposit due upon execution of the Construction Management Agreement
2	40%	Pre-Pour Inspection
3	15%	Insulation Inspection
4	5%	Tile/Countertops

If the job remains idle for a total of thirty (30) days due to Owner's failure to pay Contractor as agreed, then Contractor shall have the right in its sole discretion to declare Owner in breach of this agreement and terminate the agreement. In the event Contractor elects to terminate this agreement under this Section 2, Owner and Contractor agree that Contractor is authorized under its power of attorney to execute a Warranty Deed which deeds the property back to Contractor. Such deed shall not be executed until such time as Contractor has tendered to Owner funds equal to the purchase price paid by Owner plus any construction costs paid by Owner, less reimbursement of any costs incurred by Contractor as a result of Owner's breach.

No payments will be disbursed until Owner has had a reasonable opportunity to inspect the Work performed or material delivered, has received an invoice identifying the subject Work and has received valid lien waivers executed by Contractor. Owners agree to make the progress payments within five (5) days of certification by Owners of the work performed. If Owners fail to pay Contractor within seven (7) days of the date the payment is due through no fault of Contractor, upon three (3) additional days written notice to Owners, Contractor may stop the Work. Contractor may keep the job idle until such time as payments that are due to Contractor are paid. Contractor agrees to provide Owner with the names and addresses of Contractor's subcontractors and suppliers ("Suppliers") upon Owner's request for same. Owner may at its discretion, by written request only, obtain written verification direct from Contractor's Suppliers that Contractor has paid all bills currently due for materials and/or labor related to Work performed under this contract. In the event Contractor's accounts with its Suppliers are more than sixty (60) days past Supplier's due date, Owner may, at its discretion; elect to withhold payment from Contractor and pay Contractor's Supplier's to bring Contractor's accounts current. Owner shall give Contractor seventy-two (72) hours notice of its proposed action. Any residual due Contractor after outstanding bills with Contractor's Suppliers have been satisfied will then be paid to Contractor. Owner agrees not to contract with, solicit, instruct, direct or otherwise communicate with the Suppliers retained by Contractor as to the scheduling of or details about the Work (including additions to or deletions from the Work). Furthermore, Owner shall not do or cause any Work to be

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done, or alter or cause the alteration of any portion of the improvements, whether complete or incomplete, prior to Contractor's completion of all Work called for under this contract or termination of this contract, whichever is later, without Contractor's express written consent which may be withheld or delayed at Contractor's sole discretion. Notwithstanding any provision herein to the contrary, this paragraph shall survive the contract.

3. Contractor certifies that it is an independent contractor and not an employee of Owner and as such, certifies it is solely responsible for all applicable taxes and charges including, but not limited to, withholding taxes, social security taxes and unemployment taxes on Contractor and Contractor's employees. Contractor certifies that it, as an independent contractor, is not under the direction and control of Owner and certifies it holds itself out for employment by other companies in the trade. Contractor certifies it uses its own tools, offices at its business address shown above and there has never been, nor will there be, during the term of this contract, an employer/employee relationship with Owner. Contractor certifies that this Agreement went into effect from the date of first performance as a Contractor for Owner.
4. OWNER AGREES THAT ANY ACTS, OMISSIONS BY, OR LOSSES, DAMAGES, OR DELAYS CAUSED BY OWNER, OWNER'S AGENTS OR ANY THIRD PARTY RETAINED BY OWNER SHALL BE THE RESPONSIBILITY OF OWNER, NOT CONTRACTOR. FURTHERMORE, OWNER AGREES THAT CONTRACTOR WILL NOT BE REQUIRED TO PAY FOR, WARRANT, REPAIR, INSURE, OR CORRECT ANY WORK PERFORMED OR MATERIALS PROVIDED BY PERSONS OR ENTITIES EMPLOYED BY, OR WHO HAVE CONTRACTED WITH OWNER.
5. Contractor expressly agrees to read and become familiar with all relevant plans and specifications. In constructing the improvements, Contractor will rely on the Construction Documents as being complete and correct in all respects. CONTRACTOR DOES NOT WARRANT OR GUARANTEE ANY OF THE CONSTRUCTION DOCUMENTS WHICH HAVE BEEN PREPARED BY ANY PARTY OTHER THAN CONTRACTOR. CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE REPRESENTATIONS, CONSTRUCTION DOCUMENTS, PLANS, SPECIFICATIONS, OR DESIGNS MADE BY AN ARCHITECT, ENGINEER, SURVEYOR, OR DESIGNER WITH RESPECT TO ANY OF THE CONSTRUCTION DOCUMENTS. All changes or corrections causing additional expense or delays shall be administered as a change order as outlined above. Any supplements to the Construction Documents prepared by Contractor shall be the property of Contractor and shall not be used by Owner except for construction provided by Contractor. Owner acknowledges that minor changes may occur in the Work and agrees that so long as the construction of the improvements is substantially in compliance with the Construction Documents, such minor deviations will be accepted. Except for other contracts entered into by Owner, Contractor shall be solely responsible for all construction under this contract, including techniques, sequences, procedures, means and coordination of all Work. Contractor shall supervise and direct its work to the best of its ability, and give it all attention necessary for such proper supervision and direction. Contractor shall perform all labor in a workmanlike manner, according to the standard practice in effect at the time and place of the Work.
6. Contractor shall maintain at all times strict discipline among its employees and its agents, and agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which it is employed. Contractor does not warrant or guarantee the discipline, fitness, or skillfulness of any other parties that the Owner has contracted with independently of Contractor.
7. Contractor shall pay all taxes required by law in connection with work under this contract including sales, use and similar taxes, and it shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore. Contractor stipulates and agrees that the prices paid to Contractor by Owner will include all sales tax.
8. Contractor shall comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the performance of the Work herein. Contractor is not responsible for, but shall endeavor to obtain compliance relating to Work performed or materially affected by Suppliers contracted with by Owner. If any of the Construction Documents are at variance therewith, Contractor shall notify Owner promptly on discovery of such variance.

Owner Initials XL

Contractor Initials [Signature]

9. Contractor hereby releases Owner of any liability of whatsoever nature because of injuries to Contractor, its employees, agents and/or Suppliers. To ensure and to protect the personal health and safety of Owner and Owner's licensees and invitees, Owner shall restrict entry by the Owner and Owner's licensees and invitees onto the Project or into the improvements to a minimum. When Owner chooses to have its agents, licensees or invitees enter the Project (except at the request of Contractor), and irrespective of Contractor's presence on the Project at such time, OWNER AGREES TO RELEASE AND/OR INDEMNIFY AND HOLD CONTRACTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING IN FAVOR OF OWNER OR OWNER'S AGENTS, LICENSEES AND INVITEES ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING OR INCIDENT TO THE CONDITION OF THE PROJECT AND/OR THE IMPROVEMENTS. CONTRACTOR AGREES TO RELEASE AND/OR INDEMNIFY AND HOLD OWNER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING IN FAVOR OF CONTRACTOR OR CONTRACTOR'S AGENTS, SUBCONTRACTORS, LICENSEES AND INVITEES ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING OR INCIDENT TO THE CONDITION OF THE PROJECT AND/OR THE IMPROVEMENTS. Owner also acknowledges that the contemplated construction imposes an inherent risk to the health of the trees and vegetation situated on the Project, and Owner understands that Contractor cannot guarantee the viability of those trees and vegetation. Owner acknowledges this risk and agrees to release Contractor from any claims for damages to or loss of trees or vegetation resulting from construction activities.
10. Contractor represents and warrants to Owner that all equipment and materials used in the Work and made a part of the structures thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the Construction Documents, of good quality, free of defects, and in conformity with the Construction Documents. Contractor shall assign or have issued directly to Owner any third party warranties related to work performed on the Project and Contractor shall give Owner a one-year warranty on the Work that such Work was performed in a manner consistent with standard construction practices in effect at the time and place of the Work.
11. Contractor agrees to keep the work premises and adjoining ways free of waste material and rubbish caused by its Work or that of its subcontractors. It further agrees to remove all waste material and rubbish on termination of its Work together with all its tools, equipment and machinery. It agrees on terminating its work at the site, to conduct general clean-up operations and move all materials (usable and waste) to a location designated by Owner. All such work shall be done on a cost plus reimbursement.
12. Neither party has the right to assign this Contract without the written consent of the other.
13. Before commencing the Work as contemplated herein, Contractor and its subcontractors shall procure and maintain at their own expense, until completion and a final acceptance of the Work, the following insurance:
- a. Commercial general liability insurance:
    - \$1,000,000 each occurrence
    - \$2,000,000 general aggregate
    - \$1,000,000 personal & advertising injury
    - \$2,000,000 products-completed operations aggregate
    - \$ 50,000 damages to rented premises
    - \$ 5,000 medical expense

*KL*

*[Signature]*

Provide coverage for X, C, U – (explosion, collapse, and underground), contractual liability, products/completed operations, personal injury, broad form property damage, and an endorsement providing the coverage is primary and any insurance provided by Contractor is excess and non contributory. The commercial general liability policy shall name the Owner as an additional insured.

- b. Contractor shall be responsible for satisfying any statutory requirements to Worker's Compensation insurance as required by the state of Texas. Contractor is required by law to give notice to the Texas Workers' Compensation Commission and its employees stating whether subcontractor has elected to carry workers' compensation. Owner is not responsible for obtaining workers' compensation coverage for subcontractor. Contractor will provide a waiver of subrogation from its insurance carrier, in favor of Owner.
  - c. Automobiles and motor vehicles (owned, non-owned, and hired): \$1,000,000 combined single limit for bodily injury and property damage.
  - d. Contractor shall insure or assume responsibility for losses to tools, clothes, equipment, and materials owned by it, its subcontractors, employees, or others used to perform its work.
  - e. Insurance Requirements: Each policy of insurance carried pursuant to this Agreement shall be issued by companies reviewed in the most recent A.M. Best rating having not less than an A-VII rating. Policies will be made available within 3 days of request.
  - f. Contractors Risk Insurance, which, shall be reimbursed by the Owner as a cost plus item.
14. Owner agrees to promptly notify Contractor of any objections to any Work not in compliance with the Construction Documents. To the extent reasonably possible, Contractor agrees to commence correcting such work within forty-eight hours of such notice. Failure by Owner to promptly notify Contractor of objections to any Work performed within any phase of construction shall constitute an acceptance of that portion of the Work. Owner acknowledges and agrees, however, that it may be inappropriate and/or unreasonably expensive and time-consuming to replace, re- fabricate or repaint a component that exhibits a minor defective condition. In such instances, Contractor, in its sole judgment, may (i) employ an alternate remedy to correct the deficiency in conformance with reasonable construction practices, or (ii) conclude that the condition is within acceptable tolerances and take no corrective action.
15. Contractor shall continually perform the Work and correct defective work designated under the Agreement, and in the event Contractor shall not substantially perform in a continuous, satisfactory manner and if Contractor should fail to do so for ten (10) business days under any job requested by Owner, Owner shall have the right, upon written notice to Contractor, to terminate this Contract. However, the projected completion date may be extended for one or more Permitted Delays, and Owner does not have the right to terminate this Contract if the Work is not continuously performed due to a Permitted Delay as listed below ("Permitted Delays"):
- a. Changes by Owner or Owner's representatives to the Construction Documents.
  - b. Failure of Owner to timely make selections as directed below.
  - c. Failure of Owner to timely make any payments when due.
  - d. Other acts or omissions by Owner or Owner's representatives.
  - e. Prohibitive inclement weather or acts of God.
  - f. Fire or casualty loss.
  - g. Non-availability of labor, services or materials.
  - h. Delays caused by any applicable governmental entity's change in laws or ordinances or delays in issuing necessary permits or conducting inspections.
  - i. Delays caused by change orders or work orders.

KC

[Signature]

- j. Disputes with Owner or Owner's representatives (which will allow Contractor to suspend Work until resolved).
  - k. Civil unrest, strikes, lockouts, acts of public authorities, war.
  - l. Other events or causes beyond Contractor's reasonable control.
16. Contractor shall be able to extend the projected completion date by giving Owner written notice within thirty (30) days of a Permitted Delay.
17. Owner reserves the right, from time to time, to order work changes in the nature of additions, deletions, or modifications, without invalidating the contract and agrees to make corresponding adjustments in the contract price. All changes will be authorized by a written change order signed by Owner. The change order will include corresponding changes in the contract and price list and payment schedule. Work shall be changed and the contract price shall be modified only as set out in the written change order.
18. Contractor shall perform the Work in accordance with the Construction Documents and, to the degree that Contractor is afforded discretion under such Construction Documents, shall comply with all governmental regulations established by governmental agencies or municipalities with authority over inspection and approval of the Work. Contractor shall keep itself informed as to all applicable building codes and all Owner's construction procedures and requirements.
19. During the performance of this contract, and with Owner's recognition that the Work is an inherently dangerous and dynamic process, the Contractor agrees to comply with all State and Federal laws applicable to Contractor's management of a reasonably safe workplace and to its performance as an employer.
20. All notices required to be given to Owner shall be sent to the following address:
- Client Name M3 Fort Worth Developer, LLC  
Address 6635 Sandshell Blvd, Fort Worth, TX 76137  
Phone
21. All notices to be sent to Contractor shall be sent to the following address:
- Serene Country Homes, LLC  
6635 Sandshell Blvd Fort  
Worth TX 76137  
Phone Number: 682-333-0101  
Fax Number: 817-232-8815
22. Contractor agrees to immediately notify Owner if Contractor's mailing address changes from the "Mailing Address" shown at the beginning of this Agreement.
23. Owner has entered into this Agreement with the intent and purpose of engaging in the business of constructing residential buildings on the property for the purpose of resale or lease. Owner will not reside in the residential buildings to be constructed on the property or otherwise use it for personal, family, or household use. To the extent allowable by law, Owner expressly disclaims that Owner is a "consumer" or that this Agreement is a part of a "consumer credit transaction" as those terms are defined in the Truth in Lending Act ("TILA") and the Interstate Land Sales Full Disclosure Act ("ILSA"). It is the express intent of the parties hereto that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement from registration, licensing disclosure or other obligations under the TILA and ILSA. Both Contractor and Owner hereby expressly waive any right or provision of this Agreement that would otherwise preclude any exemption, and such right or provision shall be severed from this Agreement and given no effect.

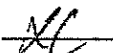
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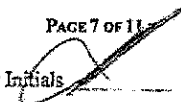
[Signature]

24. The parties to this Agreement specifically agree that this transaction involves interstate commerce and that, to the fullest extent permitted by applicable law, any dispute (whether contract, warranty, tort, statutory or otherwise), including, but not limited to, (a) any and all controversies, disputes or claims arising under, or related to, this Agreement, the Project, the Work, or any dealings between Owner and Contractor; (b) any controversy, dispute or claim arising by virtue of any representations, promises or warranties alleged to have been made by Contractor or Contractor's representative; and (c) any personal injury or property damage alleged to have been sustained by any agent or invitee of Owner on the Project, shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) or, if applicable, by similar state statute, and not by or in a court of law. All decisions respecting the arbitrability of any dispute shall be decided by the arbitrator. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all or any portion of its costs and fees. "Costs and fees" may include reasonable expenses of mediation and/or arbitration, including arbitrator's fees, administrative fees, travel expenses and out-of-pocket expenses such as copying and telephone, court costs, witness fees and reasonable attorneys' fees. The mediation and, if necessary, the arbitration shall be conducted by the American Arbitration Association ("AAA") in accordance with its applicable rules. If there is any conflict between this Agreement and such rules, the provisions of this Agreement shall control. If, for any reason, the AAA is unable or unwilling to conduct the mediation and/or the binding arbitration proceedings specified above, the parties agree to work together in good faith to select a mediator and, if all disputes are not resolved by mediation, an arbitrator in Tarrant County, Texas. If the parties are unable to agree on the appointment of a mediator and/or arbitrator, either party may petition a court of general jurisdiction in the subject county to appoint a mediator and/or arbitrator. It is stipulated and agreed that the filing of a petition requesting appointment of a mediator and/or arbitrator shall not constitute a waiver of the right to enforce binding arbitration.

In any arbitration proceeding between the parties:

- a. All applicable Federal and State law shall apply;
  - b. All applicable claims, causes of action, remedies and defenses that would be available in court shall apply;
  - c. The proceeding shall be conducted by a single arbitrator selected by a process designed to ensure the neutrality of the arbitrator;
  - d. The parties shall be entitled to conduct reasonable and necessary discovery;
  - e. The arbitrator shall render a written award and, if requested by any party, a reasoned award;
  - f. Neither party shall be required to pay any unreasonable costs, expenses or arbitrator's fees and the arbitrator shall have the right to apportion the cost of any such items in an equitable manner in the arbitration award; and
  - g. Any award rendered in the proceeding shall be final and binding and judgment upon any such award may be entered in any court having jurisdiction.
25. Owner and Contractor agree that notwithstanding anything to the contrary, the rights and obligations set forth in this contract relating in any manner to the substance of a dispute or the process of dispute resolution, arbitration, or mediation shall survive (1) the termination of this Agreement by either party; or (2) the breach of this Agreement by either party. The waiver or invalidity of any portion of this paragraph shall not affect the validity or enforceability of the remaining portions of this paragraph and/or this Agreement.
26. If any party to this Agreement files a proceeding in any court to resolve any controversy, dispute or claim, such action shall not constitute a waiver of the right of such party or a bar to the right of any other party to seek arbitration of that or any other claim, dispute or controversy, and the court shall, upon motion of any party to the proceeding, direct that such controversy, dispute or claim be arbitrated in accordance herewith.







27. Contractor expressly agrees that all warranties made by it in this Agreement, shall survive this Agreement in the event it is terminated or expires for any reason, other than a material breach of this Contract by Owner, prior to the running of the one year warranty period. It is understood and agreed by the parties hereto that if any of the clauses or provisions of this Agreement shall contravene or be invalid under the laws of the State of Texas, such contravention of invalidity shall not invalidate the entire agreement, but it shall be construed as if not containing the particular clause or provision held to be invalid, and the rights and obligations of Contractor and Owner shall be construed and enforced accordingly.
28. The words "Owner," "Contractor" "subcontractor" and "Supplier" include singular or plural, individual, partnership or corporation, and the respective heirs, executors, administrators, successors, and assigns of Owner, Contractor and subcontractors, as the case may be. The use of any gender applies to all genders. If more than one party is named as Contractor, the obligation hereunder of each such party is joint and several.
29. This Agreement and the terms and covenants herein contained shall apply to and be binding upon the parties hereto, their heirs, successors and assigns. None of the rights, interests or obligations created by this Agreement may be assigned, transferred, or delegated in whole or in part by the parties hereto, and any such purported assignment transfer or delegation shall be void.
30. This Agreement (including the exhibits hereto) contains the entire agreement among the parties, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereof shall be binding on either party hereto unless set forth in a document executed by all the parties hereto **OR UNLESS AS SPECIFICALLY ACKNOWLEDGED AND AGREED IN EMAIL CORRESPONDENCE BETWEEN THE UNDERSIGNED PRINCIPALS AND SENT BETWEEN THE ADDRESSES GIVEN HEREIN.** If there is a conflict between this Agreement and any terms contained in any proposal, invoice or other agreement between Owner and Contractor, the terms of this Agreement shall control.
31. The laws of the state of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable in the county where the Project is located, and the parties hereto consent to such venue for purposes of any action arising out of this Agreement.
32. The parties agree that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

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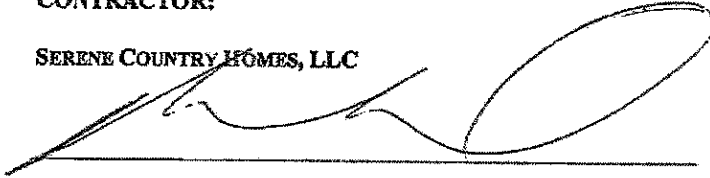
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[Signature]

EXECUTED this 6<sup>th</sup> day of Sept, 2018.

CONTRACTOR:

SERENE COUNTRY HOMES, LLC



(Signature)

9/7/18

(Date)

NICK LIND - VICE PRESIDENT

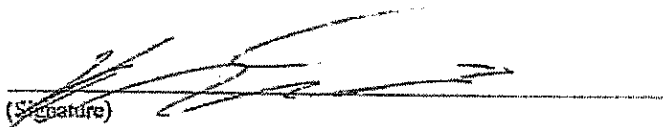
(Printed Name and Title)

OWNER:

M3 Fort Worth Developer, LLC

9/6/2018

(Date)



(Signature)

Xiaohong Chen, member

(Printed Name and Title)

Exhibit A

1. Lot and Block address: 3340 Wooded Lane

House Design: Model: Garfield

Description:

4 Bedrooms

3.5 Bathrooms

2 Living Rooms

3,163 Square Feet

Contractor's Fee: \$ 220,730.00

TOTAL CONTRACTOR'S FEE: \$ 220,730.00

Exhibit B  
CONSTRUCTION PLANS

CONSTRUCTION MANAGEMENT AGREEMENT - Y04

Owner Initials ML

PAGE 11 OF 11

Contractor Initials [Signature]



### CONSTRUCTION MANAGEMENT AGREEMENT

This Construction Management Agreement (hereinafter "Agreement") is made this 29th day of November 2017, by and between:

**CONTRACTOR:** Serene Country Homes, LLC  
6635 Sandshell Blvd Fort  
Worth, TX 76137  
Phone Number: 682-333-0101  
Fax Number: 817-232-8815

**OWNER:** M3 Fort Worth Developer, LLC  
6635 Sandshell Blvd  
Fort Worth TX 76137

**PROJECT:** Meadow Place Estates, The Hills of Windridge & Trails of Fossil Creek

Lot	1	Block	A	(MPE)
Lot	2	Block	8	(THOW)
Lot	20	Block	JJ	(TFC)
Lot	24	Block	KK	(TFC)

More specifically described in Exhibit A to this Agreement

This Agreement is entered into by both parties with the understanding that this document forms the basis for the Agreement and no other representations or guarantees have been made whether they be oral, written or implied.

This Agreement shall govern the relationship between Contractor and Owner of the Project. The description of any work to be performed on any Project ("Work"), any specifics regarding the Work, rules and regulations regarding the Work and the price shall be contained on the Construction Plans attached hereto as Exhibit "B" and all bid sheets, proposals, drawings, specifications, scopes of work, site plans and other documentation reviewed, approved and signed by the parties hereto governing the Work (collectively, the "Construction Documents"). All Construction Documents are incorporated herein by reference and made a part hereof. All Construction Documents, scopes of work, costs of work and fee agreements shall be identified as being subject to this Agreement and will be added via signed change order as developed and made available.

Contractor and Owner agree as follows:

1. The Work and/or materials to be supplied by Contractor pursuant to this Agreement include all labor and materials furnished by Contractor at the request of Owner for the construction of residential improvements in substantial compliance with the Construction Documents. This Agreement shall be effective from the date hereof and shall continue until terminated by either party upon thirty (30) days written notice to the other; provided, however, that Contractor's obligations and warranties shall survive termination with respect to all labor and/or materials supplied by or through Contractor prior to termination. Additional compensation for general overhead and Contractor's Fee shall be commensurate with Work added and shall be specified in each work order for additional Work that is reviewed, approved and signed by the parties hereto. All other items are paid as cost of the Work and will be added via change order as Construction Documents are made available. Any changes to a work order will be made via a change order. In no way shall the Contractor's Fee paid to Contractor be less than that agreed to in each original work order.
2. In consideration of the performance of the Contractor's obligations under this Agreement, the Owner shall pay the Contractor a Contractor's Fee in the amounts set forth on Exhibit A of this Agreement (the "Contractor's Fee"). Based upon application for payment by Contractor, the Owner shall make progress payments towards the total Contractor's Fees in accordance with the following draw schedule per house:

Draw	Percentage of Contractor's Fee	Construction Phase
1	40%	Deposit due upon execution of the Construction Management Agreement
2	40%	Pre-Pour Inspection
3	15%	Insulation Inspection
4	5%	Final Inspection

If the job remains idle for a total of thirty (30) days due to Owner's failure to pay Contractor as agreed, then Contractor shall have the right in its sole discretion to declare Owner in breach of this agreement and terminate the agreement. In the event Contractor elects to terminate this agreement under this Section 2, Owner and Contractor agree that Contractor is authorized under its power of attorney to execute a Warranty Deed which deeds the property back to Contractor. Such deed shall not be executed until such time as Contractor has tendered to Owner funds equal to the purchase price paid by Owner plus any construction costs paid by Owner, less reimbursement of any costs incurred by Contractor as a result of Owner's breach.

No payments will be disbursed until Owner has had a reasonable opportunity to inspect the Work performed or material delivered, has received an invoice identifying the subject Work and has received valid lien waivers executed by Contractor. Owners agree to make the progress payments within five (5) days of certification by Owners of the work performed. If Owners fail to pay Contractor within seven (7) days of the date the payment is due through no fault of Contractor, upon three (3) additional days written notice to Owners, Contractor may stop the Work. Contractor may keep the job idle until such time as payments that are due to Contractor are paid. Contractor agrees to provide Owner with the names and addresses of Contractor's subcontractors and suppliers ("Suppliers") upon Owner's request for same. Owner may at its discretion, by written request only, obtain written verification direct from Contractor's Suppliers that Contractor has paid all bills currently due for materials and/or labor related to Work performed under this contract. In the event Contractor's accounts with its Suppliers are more than sixty (60) days past Supplier's due date, Owner may, at its discretion; elect to withhold payment from Contractor and pay Contractor's Supplier's to bring Contractor's accounts current. Owner shall give Contractor seventy-two (72) hours notice of its proposed action. Any residual due Contractor after outstanding bills with Contractor's Suppliers have been satisfied will then be paid to Contractor. Owner agrees not to contract with, solicit, instruct, direct or otherwise communicate with the Suppliers retained by Contractor as to the scheduling of or details about the Work (including additions to or deletions from the Work). Furthermore, Owner shall not do or cause any Work to be

Contractor  
Owner Initials

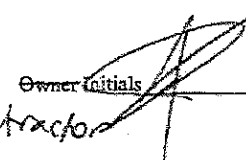
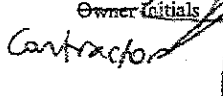
CONSTRUCTION MANAGEMENT AGREEMENT - VB4

PAGE 2 OF 11

OWNER  
Contractor Initials


done, or alter or cause the alteration of any portion of the improvements, whether complete or incomplete, prior to Contractor's completion of all Work called for under this contract or termination of this contract, whichever is later, without Contractor's express written consent which may be withheld or delayed at Contractor's sole discretion. Notwithstanding any provision herein to the contrary, this paragraph shall survive the contract.

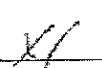
3. Contractor certifies that it is an independent contractor and not an employee of Owner and as such, certifies it is solely responsible for all applicable taxes and charges including, but not limited to, withholding taxes, social security taxes and unemployment taxes on Contractor and Contractor's employees. Contractor certifies that it, as an independent contractor, is not under the direction and control of Owner and certifies it holds itself out for employment by other companies in the trade. Contractor certifies it uses its own tools, offices at its business address shown above and there has never been, nor will there be, during the term of this contract, an employer/employee relationship with Owner. Contractor certifies that this Agreement went into effect from the date of first performance as a Contractor for Owner.
4. OWNER AGREES THAT ANY ACTS, OMISSIONS BY, OR LOSSES, DAMAGES, OR DELAYS CAUSED BY OWNER, OWNER'S AGENTS OR ANY THIRD PARTY RETAINED BY OWNER SHALL BE THE RESPONSIBILITY OF OWNER, NOT CONTRACTOR. FURTHERMORE, OWNER AGREES THAT CONTRACTOR WILL NOT BE REQUIRED TO PAY FOR, WARRANT, REPAIR, INSURE, OR CORRECT ANY WORK PERFORMED OR MATERIALS PROVIDED BY PERSONS OR ENTITIES EMPLOYED BY, OR WHO HAVE CONTRACTED WITH OWNER.
5. Contractor expressly agrees to read and become familiar with all relevant plans and specifications. In constructing the improvements, Contractor will rely on the Construction Documents as being complete and correct in all respects. CONTRACTOR DOES NOT WARRANT OR GUARANTY ANY OF THE CONSTRUCTION DOCUMENTS WHICH HAVE BEEN PREPARED BY ANY PARTY OTHER THAN CONTRACTOR. CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE REPRESENTATIONS, CONSTRUCTION DOCUMENTS, PLANS, SPECIFICATIONS, OR DESIGNS MADE BY AN ARCHITECT, ENGINEER, SURVEYOR, OR DESIGNER WITH RESPECT TO ANY OF THE CONSTRUCTION DOCUMENTS. All changes or corrections causing additional expense or delays shall be administered as a change order as outlined above. Any supplements to the Construction Documents prepared by Contractor shall be the property of Contractor and shall not be used by Owner except for construction provided by Contractor. Owner acknowledges that minor changes may occur in the Work and agrees that so long as the construction of the improvements is substantially in compliance with the Construction Documents, such minor deviations will be accepted. Except for other contracts entered into by Owner, Contractor shall be solely responsible for all construction under this contract, including techniques, sequences, procedures, means and coordination of all Work. Contractor shall supervise and direct its work to the best of its ability, and give it all attention necessary for such proper supervision and direction. Contractor shall perform all labor in a workmanlike manner, according to the standard practice in effect at the time and place of the Work.
6. Contractor shall maintain at all times strict discipline among its employees and its agents, and agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which it is employed. Contractor does not warrant or guarantee the discipline, fitness, or skillfulness of any other parties that the Owner has contracted with independently of Contractor.
7. Contractor shall pay all taxes required by law in connection with work under this contract including sales, use and similar taxes, and it shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore. Contractor stipulates and agrees that the prices paid to Contractor by Owner will include all sales tax.
8. Contractor shall comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the performance of the Work herein. Contractor is not responsible for, but shall endeavor to obtain compliance relating to Work performed or materially affected by Suppliers contracted with by Owner. If any of the Construction Documents are at variance therewith, Contractor shall notify Owner promptly on discovery of such variance.

Owner Initials   
Contractor 

OWNER  
Contractor Initials 

9. Contractor hereby releases Owner of any liability of whatsoever nature because of injuries to Contractor, its employees, agents and/or Suppliers. To ensure and to protect the personal health and safety of Owner and Owner's licensees and invitees, Owner shall restrict entry by the Owner and Owner's licensees and invitees onto the Project or into the improvements to a minimum. When Owner chooses to have its agents, licensees or invitees enter the Project (except at the request of Contractor), and irrespective of Contractor's presence on the Project at such time, OWNER AGREES TO RELEASE AND/OR INDEMNIFY AND HOLD CONTRACTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING IN FAVOR OF OWNER OR OWNER'S AGENTS, LICENSEES AND INVITEES ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING OR INCIDENT TO THE CONDITION OF THE PROJECT AND/OR THE IMPROVEMENTS. CONTRACTOR AGREES TO RELEASE AND/OR INDEMNIFY AND HOLD OWNER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING IN FAVOR OF CONTRACTOR OR CONTRACTOR'S AGENTS, SUBCONTRACTORS, LICENSEES AND INVITEES ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING OR INCIDENT TO THE CONDITION OF THE PROJECT AND/OR THE IMPROVEMENTS. Owner also acknowledges that the contemplated construction imposes an inherent risk to the health of the trees and vegetation situated on the Project, and Owner understands that Contractor cannot guarantee the viability of those trees and vegetation. Owner acknowledges this risk and agrees to release Contractor from any claims for damages to or loss of trees or vegetation resulting from construction activities.
10. Contractor represents and warrants to Owner that all equipment and materials used in the Work and made a part of the structures thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the Construction Documents, of good quality, free of defects, and in conformity with the Construction Documents. Contractor shall assign or have issued directly to Owner any third party warranties related to work performed on the Project and Contractor shall give Owner a one-year warranty on the Work that such Work was performed in a manner consistent with standard construction practices in effect at the time and place of the Work.
11. Contractor agrees to keep the work premises and adjoining ways free of waste material and rubbish caused by its Work or that of its subcontractors. It further agrees to remove all waste material and rubbish on termination of its Work together with all its tools, equipment and machinery. It agrees on terminating its work at the site, to conduct general clean-up operations and move all materials (usable and waste) to a location designated by Owner. All such work shall be done on a cost plus reimbursement.
12. Neither party has the right to assign this Contract without the written consent of the other.
13. Before commencing the Work as contemplated herein, Contractor and its subcontractors shall procure and maintain at their own expense, until completion and a final acceptance of the Work, the following insurance:
- a. Commercial general liability insurance:
    - \$1,000,000 each occurrence
    - \$2,000,000 general aggregate
    - \$1,000,000 personal & advertising injury
    - \$2,000,000 products-completed operations aggregate
    - \$ 50,000 damages to rented premises
    - \$ 5,000 medical expense

Owner Initials   
Contractor

OWNER  
Contractor Initials 



Provide coverage for X, C, U - (explosion, collapse, and underground), contractual liability, products/completed operations, personal injury, broad form property damage, and an endorsement providing the coverage is primary and any insurance provided by Contractor is excess and non contributory. The commercial general liability policy shall name the Owner as an additional insured.

- b. Contractor shall be responsible for satisfying any statutory requirements to Worker's Compensation insurance as required by the state of Texas. Contractor is required by law to give notice to the Texas Workers' Compensation Commission and its employees stating whether subcontractor has elected to carry workers' compensation. Owner is not responsible for obtaining workers' compensation coverage for subcontractor. Contractor will provide a waiver of subrogation from its insurance carrier, in favor of Owner.
  - c. Automobiles and motor vehicles (owned, non-owned, and hired): \$1,000,000 combined single limit for bodily injury and property damage.
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  - e. Insurance Requirements: Each policy of insurance carried pursuant to this Agreement shall be issued by companies reviewed in the most recent A.M. Best rating having not less than an A-VII rating. Policies will be made available within 3 days of request.
  - f. Contractors Risk Insurance, which, shall be reimbursed by the Owner as a cost plus item.
14. Owner agrees to promptly notify Contractor of any objections to any Work not in compliance with the Construction Documents. To the extent reasonably possible, Contractor agrees to commence correcting such work within forty-eight hours of such notice. **Failure by Owner to promptly notify Contractor of objections to any Work performed within any phase of construction shall constitute an acceptance of that portion of the Work.** Owner acknowledges and agrees, however, that it may be inappropriate and/or unreasonably expensive and time-consuming to replace, re-fabricate or repaint a component that exhibits a minor defective condition. In such instances, Contractor, in its sole judgment, may (i) employ an alternate remedy to correct the deficiency in conformance with reasonable construction practices, or (ii) conclude that the condition is within acceptable tolerances and take no corrective action.
15. Contractor shall continually perform the Work and correct defective work designated under the Agreement, and in the event Contractor shall not substantially perform in a continuous, satisfactory manner and if Contractor should fail to do so for ten (10) business days under any job requested by Owner, Owner shall have the right, upon written notice to Contractor, to terminate this Contract. However, the projected completion date may be extended for one or more Permitted Delays, and Owner does not have the right to terminate this Contract if the Work is not continuously performed due to a Permitted Delay as listed below ("Permitted Delays"):
- a. Changes by Owner or Owner's representatives to the Construction Documents.
  - b. Failure of Owner to timely make selections as directed below.
  - c. Failure of Owner to timely make any payments when due.
  - d. Other acts or omissions by Owner or Owner's representatives.
  - e. Prohibitive inclement weather or acts of God.
  - f. Fire or casualty loss.
  - g. Non-availability of labor, services or materials.
  - h. Delays caused by any applicable governmental entity's change in laws or ordinances or delays in issuing necessary permits or conducting inspections.
  - i. Delays caused by change orders or work orders.

Contractor

Owner Initials

OWNER  
Contractor Initials

- j. Disputes with Owner or Owner's representatives (which will allow Contractor to suspend Work until resolved).
  - k. Civil unrest, strikes, lockouts, acts of public authorities, war.
  - l. Other events or causes beyond Contractor's reasonable control.
16. Contractor shall be able to extend the projected completion date by giving Owner written notice within thirty (30) days of a Permitted Delay.
17. Owner reserves the right, from time to time, to order work changes in the nature of additions, deletions, or modifications, without invalidating the contract and agrees to make corresponding adjustments in the contract price. All changes will be authorized by a written change order signed by Owner. The change order will include corresponding changes in the contract and price list and payment schedule. Work shall be changed and the contract price shall be modified only as set out in the written change order.
18. Contractor shall perform the Work in accordance with the Construction Documents and, to the degree that Contractor is afforded discretion under such Construction Documents, shall comply with all governmental regulations established by governmental agencies or municipalities with authority over inspection and approval of the Work. Contractor shall keep itself informed as to all applicable building codes and all Owner's construction procedures and requirements.
19. During the performance of this contract, and with Owner's recognition that the Work is an inherently dangerous and dynamic process, the Contractor agrees to comply with all State and Federal laws applicable to Contractor's management of a reasonably safe workplace and to its performance as an employer.
20. All notices required to be given to Owner shall be sent to the following address:
- Client Name M3 Fort Worth Developer, LLC  
Address 6635 Sandshell Blvd. Fort Worth TX 76137  
Phone
21. All notices to be sent to Contractor shall be sent to the following address:
- Serene Country Homes, LLC**  
6635 Sandshell Blvd Fort  
Worth TX 76137  
Phone Number: 682-333-0101  
Fax Number: 817-232-8815
22. Contractor agrees to immediately notify Owner if Contractor's mailing address changes from the "Mailing Address" shown at the beginning of this Agreement.
23. Owner has entered into this Agreement with the intent and purpose of engaging in the business of constructing residential buildings on the property for the purpose of resale or lease. Owner will not reside in the residential buildings to be constructed on the property or otherwise use it for personal, family, or household use. To the extent allowable by law, Owner expressly disclaims that Owner is a "consumer" or that this Agreement is a part of a "consumer credit transaction" as those terms are defined in the Truth in Lending Act ("TILA") and the Interstate Land Sales Full Disclosure Act ("ILSA"). It is the express intent of the parties hereto that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement from registration, licensing disclosure or other obligations under the TILA and ILSA. Both Contractor and Owner hereby expressly waive any right or provision of this Agreement that would otherwise preclude any exemption, and such right or provision shall be severed from this Agreement and given no effect.

Contractor

Owner Initials

OWNER

Contractor Initials

24. The parties to this Agreement specifically agree that this transaction involves interstate commerce and that, to the fullest extent permitted by applicable law, any dispute (whether contract, warranty, tort, statutory or otherwise), including, but not limited to, (a) any and all controversies, disputes or claims arising under, or related to, this Agreement, the Project, the Work, or any dealings between Owner and Contractor; (b) any controversy, dispute or claim arising by virtue of any representations, promises or warranties alleged to have been made by Contractor or Contractor's representative; and (c) any personal injury or property damage alleged to have been sustained by any agent or invitee of Owner on the Project, shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) or, if applicable, by similar state statute, and not by or in a court of law. All decisions respecting the arbitrability of any dispute shall be decided by the arbitrator. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all or any portion of its costs and fees. "Costs and fees" may include reasonable expenses of mediation and/or arbitration, including arbitrator's fees, administrative fees, travel expenses and out-of-pocket expenses such as copying and telephone, court costs, witness fees and reasonable attorneys' fees. The mediation and, if necessary, the arbitration shall be conducted by the American Arbitration Association ("AAA") in accordance with its applicable rules. If there is any conflict between this Agreement and such rules, the provisions of this Agreement shall control. If, for any reason, the AAA is unable or unwilling to conduct the mediation and/or the binding arbitration proceedings specified above, the parties agree to work together in good faith to select a mediator and, if all disputes are not resolved by mediation, an arbitrator in Tarrant County, Texas. If the parties are unable to agree on the appointment of a mediator and/or arbitrator, either party may petition a court of general jurisdiction in the subject county to appoint a mediator and/or arbitrator. It is stipulated and agreed that the filing of a petition requesting appointment of a mediator and/or arbitrator shall not constitute a waiver of the right to enforce binding arbitration.

In any arbitration proceeding between the parties:

- a. All applicable Federal and State law shall apply;
  - b. All applicable claims, causes of action, remedies and defenses that would be available in court shall apply;
  - c. The proceeding shall be conducted by a single arbitrator selected by a process designed to ensure the neutrality of the arbitrator;
  - d. The parties shall be entitled to conduct reasonable and necessary discovery;
  - e. The arbitrator shall render a written award and, if requested by any party, a reasoned award;
  - f. Neither party shall be required to pay any unreasonable costs, expenses or arbitrator's fees and the arbitrator shall have the right to apportion the cost of any such items in an equitable manner in the arbitration award; and
  - g. Any award rendered in the proceeding shall be final and binding and judgment upon any such award may be entered in any court having jurisdiction.
25. Owner and Contractor agree that notwithstanding anything to the contrary, the rights and obligations set forth in this contract relating in any manner to the substance of a dispute or the process of dispute resolution, arbitration, or mediation shall survive (1) the termination of this Agreement by either party; or (2) the breach of this Agreement by either party. The waiver or invalidity of any portion of this paragraph shall not affect the validity or enforceability of the remaining portions of this paragraph and/or this Agreement.
26. If any party to this Agreement files a proceeding in any court to resolve any controversy, dispute or claim, such action shall not constitute a waiver of the right of such party or a bar to the right of any other party to seek arbitration of that or any other claim, dispute or controversy, and the court shall, upon motion of any party to the proceeding, direct that such controversy, dispute or claim be arbitrated in accordance herewith.

27. Contractor expressly agrees that all warranties made by it in this Agreement, shall survive this Agreement in the event it is terminated or expires for any reason, other than a material breach of this Contract by Owner, prior to the running of the one year warranty period. It is understood and agreed by the parties hereto that if any of the clauses or provisions of this Agreement shall contravene or be invalid under the laws of the State of Texas, such contravention of invalidity shall not invalidate the entire agreement, but it shall be construed as if not containing the particular clause or provision held to be invalid, and the rights and obligations of Contractor and Owner shall be construed and enforced accordingly.
28. The words "Owner," "Contractor" "subcontractor" and "Supplier" include singular or plural, individual, partnership or corporation, and the respective heirs, executors, administrators, successors, and assigns of Owner, Contractor and subcontractors, as the case may be. The use of any gender applies to all genders. If more than one party is named as Contractor, the obligation hereunder of each such party is joint and several.
29. This Agreement and the terms and covenants herein contained shall apply to and be binding upon the parties hereto, their heirs, successors and assigns. None of the rights, interests or obligations created by this Agreement may be assigned, transferred, or delegated in whole or in part by the parties hereto, and any such purported assignment transfer or delegation shall be void.
30. This Agreement (including the exhibits hereto) contains the entire agreement among the parties, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereof shall be binding on either party hereto unless set forth in a document executed by all the parties hereto **OR UNLESS AS SPECIFICALLY ACKNOWLEDGED AND AGREED IN EMAIL CORRESPONDENCE BETWEEN THE UNDERSIGNED PRINCIPALS AND SENT BETWEEN THE ADDRESSES GIVEN HEREIN.** If there is a conflict between this Agreement and any terms contained in any proposal, invoice or other agreement between Owner and Contractor, the terms of this Agreement shall control.
31. The laws of the state of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable in the county where the Project is located, and the parties hereto consent to such venue for purposes of any action arising out of this Agreement.
32. The parties agree that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGES TO FOLLOW]

Contractor

Owner Initials

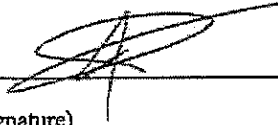
OWNER

Contractor Initials

EXECUTED this 6th <sup>th</sup> day of December, 2017.

**CONTRACTOR:**

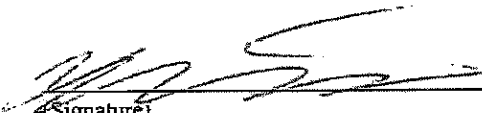
**SERENE COUNTRY HOMES, LLC**

 2017-12-06  
(Signature) (Date)

JOE F. ATIYAH COO  
(Printed Name and Title)

**OWNER:**

M3 Fort Worth Developer, LLC 11/29/2017  
(Date)

  
(Signature)

Xiaohong Chen member  
(Printed Name and Title)

Contractor 

OWNER  
Contractor Initials XC

**Exhibit A**

1. Lot and Block address: 101 Breeders Dr (A/1)  
House Design: Model: Sanford  
Description:

4 Bedrooms  
3 Bathrooms  
1 Living Rooms  
2,846 Square Feet

Contractor's Fee: \$ 228,844.00

2. Lot and Block address: 281 Flower Ridge Dr (8/2)  
House Design: Model: Dixie  
Description:

3 Bedrooms  
2 Bathrooms  
1 Living Rooms  
1,988 Square Feet

Contractor's Fee: \$ 132,455.00

3. Lot and Block address: 317 Lead Creek Dr (JJ/20)  
House Design: Model: Clark  
Description:

3 Bedrooms  
2 Bathrooms  
1 Living Rooms  
1,440 Square Feet

Contractor's Fee: \$ 110,455.00

4. Lot and Block address: 333 Marble Creek Drive (KK/24)  
House Design: Model: Tahoe  
Description:

3 Bedrooms  
2 Bathrooms  
1 Living Rooms  
1,464 Square Feet

Contractor's Fee: \$ 112,255.00

TOTAL CONTRACTOR'S FEE: \$ 569,009.00

Contractor

Owner Initials

OWNER

Contractor Initials

**Exhibit B**  
**CONSTRUCTION PLANS**

CONSTRUCTION MANAGEMENT AGREEMENT - V04

Contractor  
~~Owner Initials~~

PAGE 11 OF 11

OWNER  
~~Contractor Initials~~



SERENE COUNTRY  
HOMES

### CONSTRUCTION MANAGEMENT AGREEMENT

This Construction Management Agreement (hereinafter "Agreement") is made this 23<sup>rd</sup> day of June, 2013 by and between:

**CONTRACTOR:** Serene Country Homes, LLC  
6635 Sandshell Blvd Fort  
Worth, TX 76137  
Phone Number: 682-333-0101  
Fax Number: 817-232-8815

**OWNER:** The YoungESTone, LLC  
6635 Sandshell Blvd  
Fort Worth TX 76137

**PROJECT:** The Hills of Windridge (THOW)  
Lot 2 Block 1  
Meadow Place Estates (MPE)  
Lot 18 Block E  
Lot 17 Block F  
Homestead Estates Waxahachie (HEW)  
Lot 11 Block A

More specifically described in Exhibit A to this Agreement

This Agreement is entered into by both parties with the understanding that this document forms the basis for the Agreement and no other representations or guarantees have been made whether they be oral, written or implied.

This Agreement shall govern the relationship between Contractor and Owner of the Project. The description of any work to be performed on any Project ("Work"), any specifics regarding the Work, rules and regulations regarding the Work and the price shall be contained on the Construction Plans attached hereto as Exhibit "B" and all bid sheets, proposals, drawings, specifications, scopes of work, site plans and other documentation reviewed, approved and signed by the parties hereto governing the Work (collectively, the "Construction Documents"). All Construction Documents are incorporated herein by reference and made a part hereof. All Construction Documents, scopes of work, costs of work and fee agreements shall be identified as being subject to this Agreement and will be added via signed change order as developed and made available.

Contractor and Owner agree as follows:

CONSTRUCTION MANAGEMENT AGREEMENT – V04

Owner Initials

ky

PAGE 1 OF 11

Contractor Initials

[Signature]

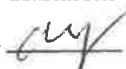


1. The Work and/or materials to be supplied by Contractor pursuant to this Agreement include all labor and materials furnished by Contractor at the request of Owner for the construction of residential improvements in substantial compliance with the Construction Documents. This Agreement shall be effective from the date hereof and shall continue until terminated by either party upon thirty (30) days written notice to the other; provided, however, that Contractor's obligations and warranties shall survive termination with respect to all labor and/or materials supplied by or through Contractor prior to termination. Additional compensation for general overhead and Contractor's Fee shall be commensurate with Work added and shall be specified in each work order for additional Work that is reviewed, approved and signed by the parties hereto. All other items are paid as cost of the Work and will be added via change order as Construction Documents are made available. Any changes to a work order will be made via a change order. In no way shall the Contractor's Fee paid to Contractor be less than that agreed to in each original work order.
2. In consideration of the performance of the Contractor's obligations under this Agreement, the Owner shall pay the Contractor a Contractor's Fee in the amounts set forth on Exhibit A of this Agreement (the "Contractor's Fee"). Based upon application for payment by Contractor, the Owner shall make progress payments towards the total Contractor's Fees in accordance with the following draw schedule per house:

Draw	Percentage of Contractor's Fee	Construction Phase
1	40%	Deposit due upon execution of the Construction Management Agreement
2	40%	Pre-Pour Inspection
3	15%	Insulation Inspection
4	5%	Tile/Countertops

If the job remains idle for a total of thirty (30) days due to Owner's failure to pay Contractor as agreed, then Contractor shall have the right in its sole discretion to declare Owner in breach of this agreement and terminate the agreement. In the event Contractor elects to terminate this agreement under this Section 2, Owner and Contractor agree that Contractor is authorized under its power of attorney to execute a Warranty Deed which deeds the property back to Contractor. Such deed shall not be executed until such time as Contractor has tendered to Owner funds equal to the purchase price paid by Owner plus any construction costs paid by Owner, less reimbursement of any costs incurred by Contractor as a result of Owner's breach.

No payments will be disbursed until Owner has had a reasonable opportunity to inspect the Work performed or material delivered, has received an invoice identifying the subject Work and has received valid lien waivers executed by Contractor. Owners agree to make the progress payments within five (5) days of certification by Owners of the work performed. If Owners fail to pay Contractor within seven (7) days of the date the payment is due through no fault of Contractor, upon three (3) additional days written notice to Owners, Contractor may stop the Work. Contractor may keep the job idle until such time as payments that are due to Contractor are paid. Contractor agrees to provide Owner with the names and addresses of Contractor's subcontractors and suppliers ("Suppliers") upon Owner's request for same. Owner may at its discretion, by written request only, obtain written verification direct from Contractor's Suppliers that Contractor has paid all bills currently due for materials and/or labor related to Work performed under this contract. In the event Contractor's accounts with its Suppliers are more than sixty (60) days past Supplier's due date, Owner may, at its discretion; elect to withhold payment from Contractor and pay Contractor's Supplier's to bring Contractor's accounts current. Owner shall give Contractor seventy-two (72) hours notice of its proposed action. Any residual due Contractor after outstanding bills with Contractor's Suppliers have been satisfied will then be paid to Contractor. Owner agrees not to contract with, solicit, instruct, direct or otherwise communicate with the Suppliers retained by Contractor as to the scheduling of or details about the Work (including additions to or deletions from the Work). Furthermore, Owner shall not do or cause any Work to be





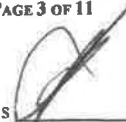
done, or alter or cause the alteration of any portion of the improvements, whether complete or incomplete, prior to Contractor's completion of all Work called for under this contract or termination of this contract, whichever is later, without Contractor's express written consent which may be withheld or delayed at Contractor's sole discretion. Notwithstanding any provision herein to the contrary, this paragraph shall survive the contract.

3. Contractor certifies that it is an independent contractor and not an employee of Owner and as such, certifies it is solely responsible for all applicable taxes and charges including, but not limited to, withholding taxes, social security taxes and unemployment taxes on Contractor and Contractor's employees. Contractor certifies that it, as an independent contractor, is not under the direction and control of Owner and certifies it holds itself out for employment by other companies in the trade. Contractor certifies it uses its own tools, offices at its business address shown above and there has never been, nor will there be, during the term of this contract, an employer/employee relationship with Owner. Contractor certifies that this Agreement went into effect from the date of first performance as a Contractor for Owner.
4. OWNER AGREES THAT ANY ACTS, OMISSIONS BY, OR LOSSES, DAMAGES, OR DELAYS CAUSED BY OWNER, OWNER'S AGENTS OR ANY THIRD PARTY RETAINED BY OWNER SHALL BE THE RESPONSIBILITY OF OWNER, NOT CONTRACTOR. FURTHERMORE, OWNER AGREES THAT CONTRACTOR WILL NOT BE REQUIRED TO PAY FOR, WARRANT, REPAIR, INSURE, OR CORRECT ANY WORK PERFORMED OR MATERIALS PROVIDED BY PERSONS OR ENTITIES EMPLOYED BY, OR WHO HAVE CONTRACTED WITH OWNER.
5. Contractor expressly agrees to read and become familiar with all relevant plans and specifications. In constructing the improvements, Contractor will rely on the Construction Documents as being complete and correct in all respects. CONTRACTOR DOES NOT WARRANT OR GUARANTY ANY OF THE CONSTRUCTION DOCUMENTS WHICH HAVE BEEN PREPARED BY ANY PARTY OTHER THAN CONTRACTOR. CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE REPRESENTATIONS, CONSTRUCTION DOCUMENTS, PLANS, SPECIFICATIONS, OR DESIGNS MADE BY AN ARCHITECT, ENGINEER, SURVEYOR, OR DESIGNER WITH RESPECT TO ANY OF THE CONSTRUCTION DOCUMENTS. All changes or corrections causing additional expense or delays shall be administered as a change order as outlined above. Any supplements to the Construction Documents prepared by Contractor shall be the property of Contractor and shall not be used by Owner except for construction provided by Contractor. Owner acknowledges that minor changes may occur in the Work and agrees that so long as the construction of the improvements is substantially in compliance with the Construction Documents, such minor deviations will be accepted. Except for other contracts entered into by Owner, Contractor shall be solely responsible for all construction under this contract, including techniques, sequences, procedures, means and coordination of all Work. Contractor shall supervise and direct its work to the best of its ability, and give it all attention necessary for such proper supervision and direction. Contractor shall perform all labor in a workmanlike manner, according to the standard practice in effect at the time and place of the Work.
6. Contractor shall maintain at all times strict discipline among its employees and its agents, and agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which it is employed. Contractor does not warrant or guarantee the discipline, fitness, or skillfulness of any other parties that the Owner has contracted with independently of Contractor.
7. Contractor shall pay all taxes required by law in connection with work under this contract including sales, use and similar taxes, and it shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore. Contractor stipulates and agrees that the prices paid to Contractor by Owner will include all sales tax.
8. Contractor shall comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the performance of the Work herein. Contractor is not responsible for, but shall endeavor to obtain compliance relating to Work performed or materially affected by Suppliers contracted with by Owner. If any of the Construction Documents are at variance therewith, Contractor shall notify Owner promptly on discovery of such variance.

Owner Initials



Contractor Initials

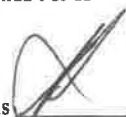


9. Contractor hereby releases Owner of any liability of whatsoever nature because of injuries to Contractor, its employees, agents and/or Suppliers. To ensure and to protect the personal health and safety of Owner and Owner's licensees and invitees, Owner shall restrict entry by the Owner and Owner's licensees and invitees onto the Project or into the improvements to a minimum. When Owner chooses to have its agents, licensees or invitees enter the Project (except at the request of Contractor), and irrespective of Contractor's presence on the Project at such time, OWNER AGREES TO RELEASE AND/OR INDEMNIFY AND HOLD CONTRACTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING IN FAVOR OF OWNER OR OWNER'S AGENTS, LICENSEES AND INVITEES ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING OR INCIDENT TO THE CONDITION OF THE PROJECT AND/OR THE IMPROVEMENTS. CONTRACTOR AGREES TO RELEASE AND/OR INDEMNIFY AND HOLD OWNER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING IN FAVOR OF CONTRACTOR OR CONTRACTOR'S AGENTS, SUBCONTRACTORS, LICENSEES AND INVITEES ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY IN ANY WAY OCCURRING OR INCIDENT TO THE CONDITION OF THE PROJECT AND/OR THE IMPROVEMENTS. Owner also acknowledges that the contemplated construction imposes an inherent risk to the health of the trees and vegetation situated on the Project, and Owner understands that Contractor cannot guarantee the viability of those trees and vegetation. Owner acknowledges this risk and agrees to release Contractor from any claims for damages to or loss of trees or vegetation resulting from construction activities.
10. Contractor represents and warrants to Owner that all equipment and materials used in the Work and made a part of the structures thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the Construction Documents, of good quality, free of defects, and in conformity with the Construction Documents. Contractor shall assign or have issued directly to Owner any third party warranties related to work performed on the Project and Contractor shall give Owner a one-year warranty on the Work that such Work was performed in a manner consistent with standard construction practices in effect at the time and place of the Work.
11. Contractor agrees to keep the work premises and adjoining ways free of waste material and rubbish caused by its Work or that of its subcontractors. It further agrees to remove all waste material and rubbish on termination of its Work together with all its tools, equipment and machinery. It agrees on terminating its work at the site, to conduct general clean-up operations and move all materials (usable and waste) to a location designated by Owner. All such work shall be done on a cost plus reimbursement.
12. Neither party has the right to assign this Contract without the written consent of the other.
13. Before commencing the Work as contemplated herein, Contractor and its subcontractors shall procure and maintain at their own expense, until completion and a final acceptance of the Work, the following insurance:
- a. Commercial general liability insurance:
    - \$1,000,000 each occurrence
    - \$2,000,000 general aggregate
    - \$1,000,000 personal & advertising injury
    - \$2,000,000 products-completed operations aggregate
    - \$ 50,000 damages to rented premises
    - \$ 5,000 medical expense

Owner Initials



Contractor Initials



Provide coverage for X, C, U – (explosion, collapse, and underground), contractual liability, products/completed operations, personal injury, broad form property damage, and an endorsement providing the coverage is primary and any insurance provided by Contractor is excess and non contributory. The commercial general liability policy shall name the Owner as an additional insured.

- b. Contractor shall be responsible for satisfying any statutory requirements to Worker's Compensation insurance as required by the state of Texas. Contractor is required by law to give notice to the Texas Workers' Compensation Commission and its employees stating whether subcontractor has elected to carry workers' compensation. Owner is not responsible for obtaining workers' compensation coverage for subcontractor. Contractor will provide a waiver of subrogation from its insurance carrier, in favor of Owner.
  - c. Automobiles and motor vehicles (owned, non-owned, and hired): \$1,000,000 combined single limit for bodily injury and property damage.
  - d. Contractor shall insure or assume responsibility for losses to tools, clothes, equipment, and materials owned by it, its subcontractors, employees, or others used to perform its work.
  - e. Insurance Requirements: Each policy of insurance carried pursuant to this Agreement shall be issued by companies reviewed in the most recent A.M. Best rating having not less than an A-VII rating. Policies will be made available within 3 days of request.
  - f. Contractors Risk Insurance, which, shall be reimbursed by the Owner as a cost plus item.
14. Owner agrees to promptly notify Contractor of any objections to any Work not in compliance with the Construction Documents. To the extent reasonably possible, Contractor agrees to commence correcting such work within forty-eight hours of such notice. **Failure by Owner to promptly notify Contractor of objections to any Work performed within any phase of construction shall constitute an acceptance of that portion of the Work.** Owner acknowledges and agrees, however, that it may be inappropriate and/or unreasonably expensive and time-consuming to replace, re- fabricate or repaint a component that exhibits a minor defective condition. In such instances, Contractor, in its sole judgment, may (i) employ an alternate remedy to correct the deficiency in conformance with reasonable construction practices, or (ii) conclude that the condition is within acceptable tolerances and take no corrective action.
15. Contractor shall continually perform the Work and correct defective work designated under the Agreement, and in the event Contractor shall not substantially perform in a continuous, satisfactory manner and if Contractor should fail to do so for ten (10) business days under any job requested by Owner, Owner shall have the right, upon written notice to Contractor, to terminate this Contract. However, the projected completion date may be extended for one or more Permitted Delays, and Owner does not have the right to terminate this Contract if the Work is not continuously performed due to a Permitted Delay as listed below ("Permitted Delays"):
- a. Changes by Owner or Owner's representatives to the Construction Documents.
  - b. Failure of Owner to timely make selections as directed below.
  - c. Failure of Owner to timely make any payments when due.
  - d. Other acts or omissions by Owner or Owner's representatives.
  - e. Prohibitive inclement weather or acts of God.
  - f. Fire or casualty loss.
  - g. Non-availability of labor, services or materials.
  - h. Delays caused by any applicable governmental entity's change in laws or ordinances or delays in issuing necessary permits or conducting inspections.
  - i. Delays caused by change orders or work orders.

*Ref*

*[Signature]*

- j. Disputes with Owner or Owner's representatives (which will allow Contractor to suspend Work until resolved).
  - k. Civil unrest, strikes, lockouts, acts of public authorities, war.
  - l. Other events or causes beyond Contractor's reasonable control.
16. Contractor shall be able to extend the projected completion date by giving Owner written notice within thirty (30) days of a Permitted Delay.
17. Owner reserves the right, from time to time, to order work changes in the nature of additions, deletions, or modifications, without invalidating the contract and agrees to make corresponding adjustments in the contract price. All changes will be authorized by a written change order signed by Owner. The change order will include corresponding changes in the contract and price list and payment schedule. Work shall be changed and the contract price shall be modified only as set out in the written change order.
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19. During the performance of this contract, and with Owner's recognition that the Work is an inherently dangerous and dynamic process, the Contractor agrees to comply with all State and Federal laws applicable to Contractor's management of a reasonably safe workplace and to its performance as an employer.
20. All notices required to be given to Owner shall be sent to the following address:
- Client Name   The Youngestone, LLC  
Address   6635 Sandshell Blvd. Fort Worth TX 76137  
Phone   908-720-9695
21. All notices to be sent to Contractor shall be sent to the following address:
- Serene Country Homes, LLC**  
6635 Sandshell Blvd Fort  
Worth TX 76137  
Phone Number: 682-333-0101  
Fax Number: 817-232-8815
22. Contractor agrees to immediately notify Owner if Contractor's mailing address changes from the "Mailing Address" shown at the beginning of this Agreement.
23. Owner has entered into this Agreement with the intent and purpose of engaging in the business of constructing residential buildings on the property for the purpose of resale or lease. Owner will not reside in the residential buildings to be constructed on the property or otherwise use it for personal, family, or household use. To the extent allowable by law, Owner expressly disclaims that Owner is a "consumer" or that this Agreement is a part of a "consumer credit transaction" as those terms are defined in the Truth in Lending Act ("TILA") and the Interstate Land Sales Full Disclosure Act ("ILSA"). It is the express intent of the parties hereto that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement from registration, licensing disclosure or other obligations under the TILA and ILSA. Both Contractor and Owner hereby expressly waive any right or provision of this Agreement that would otherwise preclude any exemption, and such right or provision shall be severed from this Agreement and given no effect.

*KCF*

*[Signature]*

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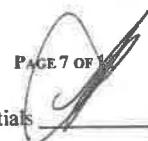
The parties to this Agreement specifically agree that this transaction involves interstate commerce and that, to the fullest extent permitted by applicable law, any dispute (whether contract, warranty, tort, statutory or otherwise), including, but not limited to, (a) any and all controversies, disputes or claims arising under, or related to, this Agreement, the Project, the Work, or any dealings between Owner and Contractor; (b) any controversy, dispute or claim arising by virtue of any representations, promises or warranties alleged to have been made by Contractor or Contractor's representative; and (c) any personal injury or property damage alleged to have been sustained by any agent or invitee of Owner on the Project, shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) or, if applicable, by similar state statute, and not by or in a court of law. All decisions respecting the arbitrability of any dispute shall be decided by the arbitrator. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all or any portion of its costs and fees. "Costs and fees" may include reasonable expenses of mediation and/or arbitration, including arbitrator's fees, administrative fees, travel expenses and out-of-pocket expenses such as copying and telephone, court costs, witness fees and reasonable attorneys' fees. The mediation and, if necessary, the arbitration shall be conducted by the American Arbitration Association ("AAA") in accordance with its applicable rules. If there is any conflict between this Agreement and such rules, the provisions of this Agreement shall control. If, for any reason, the AAA is unable or unwilling to conduct the mediation and/or the binding arbitration proceedings specified above, the parties agree to work together in good faith to select a mediator and, if all disputes are not resolved by mediation, an arbitrator in Tarrant County, Texas. If the parties are unable to agree on the appointment of a mediator and/or arbitrator, either party may petition a court of general jurisdiction in the subject county to appoint a mediator and/or arbitrator. It is stipulated and agreed that the filing of a petition requesting appointment of a mediator and/or arbitrator shall not constitute a waiver of the right to enforce binding arbitration.

In any arbitration proceeding between the parties:

- a. All applicable Federal and State law shall apply;
- b. All applicable claims, causes of action, remedies and defenses that would be available in court shall apply;
- c. The proceeding shall be conducted by a single arbitrator selected by a process designed to ensure the neutrality of the arbitrator;
- d. The parties shall be entitled to conduct reasonable and necessary discovery;
- e. The arbitrator shall render a written award and, if requested by any party, a reasoned award;
- f. Neither party shall be required to pay any unreasonable costs, expenses or arbitrator's fees and the arbitrator shall have the right to apportion the cost of any such items in an equitable manner in the arbitration award; and
- g. Any award rendered in the proceeding shall be final and binding and judgment upon any such award may be entered in any court having jurisdiction.

25. Owner and Contractor agree that notwithstanding anything to the contrary, the rights and obligations set forth in this contract relating in any manner to the substance of a dispute or the process of dispute resolution, arbitration, or mediation shall survive (1) the termination of this Agreement by either party; or (2) the breach of this Agreement by either party. The waiver or invalidity of any portion of this paragraph shall not affect the validity or enforceability of the remaining portions of this paragraph and/or this Agreement.

26. If any party to this Agreement files a proceeding in any court to resolve any controversy, dispute or claim, such action shall not constitute a waiver of the right of such party or a bar to the right of any other party to seek arbitration of that or any other claim, dispute or controversy, and the court shall, upon motion of any party to the proceeding, direct that such controversy, dispute or claim be arbitrated in accordance herewith.



27. Contractor expressly agrees that all warranties made by it in this Agreement, shall survive this Agreement in the event it is terminated or expires for any reason, other than a material breach of this Contract by Owner, prior to the running of the one year warranty period. It is understood and agreed by the parties hereto that if any of the clauses or provisions of this Agreement shall contravene or be invalid under the laws of the State of Texas, such contravention of invalidity shall not invalidate the entire agreement, but it shall be construed as if not containing the particular clause or provision held to be invalid, and the rights and obligations of Contractor and Owner shall be construed and enforced accordingly.
28. The words "Owner," "Contractor" "subcontractor" and "Supplier" include singular or plural, individual, partnership or corporation, and the respective heirs, executors, administrators, successors, and assigns of Owner, Contractor and subcontractors, as the case may be. The use of any gender applies to all genders. If more than one party is named as Contractor, the obligation hereunder of each such party is joint and several.
29. This Agreement and the terms and covenants herein contained shall apply to and be binding upon the parties hereto, their heirs, successors and assigns. None of the rights, interests or obligations created by this Agreement may be assigned, transferred, or delegated in whole or in part by the parties hereto, and any such purported assignment transfer or delegation shall be void.
30. This Agreement (including the exhibits hereto) contains the entire agreement among the parties, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereof shall be binding on either party hereto unless set forth in a document executed by all the parties hereto **OR UNLESS AS SPECIFICALLY ACKNOWLEDGED AND AGREED IN EMAIL CORRESPONDENCE BETWEEN THE UNDERSIGNED PRINCIPALS AND SENT BETWEEN THE ADDRESSES GIVEN HEREIN.** If there is a conflict between this Agreement and any terms contained in any proposal, invoice or other agreement between Owner and Contractor, the terms of this Agreement shall control.
31. The laws of the state of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable in the county where the Project is located, and the parties hereto consent to such venue for purposes of any action arising out of this Agreement.
32. The parties agree that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGES TO FOLLOW]

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[Signature]

EXECUTED this 25<sup>th</sup> day of June, 2018

**CONTRACTOR:**

SERENE COUNTRY HOMES, LLC



(Signature)

6/25/18

(Date)

NICK LIND - VICE PRESIDENT

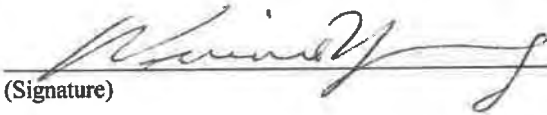
(Printed Name and Title)

**OWNER:**

The YoungESTone, LLC

6/23/2018

(Date)



(Signature)

Winnie Young - Manager

(Printed Name and Title)



**Exhibit A**

1. Lot and Block address: 11408 Coburn Hill Pass (THOW)  
House Design: Model: Grand Mesa  
Description:

4 Bedrooms  
3.5 Bathrooms  
2 Living Rooms  
2,740 Square Feet

Contractor's Fee: \$ 193,854.50

2. Lot and Block address: 162 Breeders Dr (MPE)  
House Design: Model: Sanford  
Description:

4 Bedrooms  
3 Bathrooms  
2 Living Rooms  
2,946 Square Feet

Contractor's Fee: \$ 213,703.50

3. Lot and Block address: 166 Breeders Dr (MPE)  
House Design: Model: Travis  
Description:

4 Bedrooms  
3 Bathrooms  
1 Living Rooms  
2,562 Square Feet

Contractor's Fee: \$ 186,403.50

4. Lot and Block address: 148 Homestead Ln (HEW)  
House Design: Model: Sanford  
Description:

4 Bedrooms  
3 Bathrooms  
2 Living Rooms  
2,946 Square Feet

Contractor's Fee: \$ 112,254.50

TOTAL CONTRACTOR'S FEE: \$ 706,216.00

**Exhibit B**

**CONSTRUCTION PLANS**

**CONSTRUCTION MANAGEMENT AGREEMENT – V04**

Owner Initials

ny

**PAGE 1 OF 1**

Contractor Initials

[Signature]

# APPENDIX M

CAUSE NO. 236-354791-24

YUK FUN JOANNE BEDFORD, individually	§	
and as Trustee of the YUK FUN JOANNE	§	IN THE DISTRICT COURT OF
BEDFORD REVOCABLE TRUST, DAVID	§	
RICHARD MARK ALDRIDGE, individually and	§	
as Trustee of the DAVID RICHARD MARK	§	
ALDRIDGE REVOCABLE TRUST and JAMES	§	
KONRAD DEREK DOWN individually and as	§	
Trustee of the JAMES KONRAD DEREK	§	TARRANT COUNTY, TEXAS
DOWN REVOCABLE TRUST	§	
<i>Plaintiffs,</i>	§	
	§	
v.	§	
	§	
FOO TIANG MENG DIRK ROBERT,	§	
INDIVIDUALLY AND AS TRUSTEE OF THE	§	
HILLS OF WINDRIDGE TRUST	§	_____ JUDICIAL DISTRICT
<i>Defendants.</i>	§	

**PLAINTIFFS' ORIGINAL PETITION, PETITION TO REMOVE FOO TIANG MENG  
DIRK ROBERT AS THE TRUSTEE OF THE HILLS OF WINDRIDGE TRUST, AND  
APPLICATION FOR PRELIMINARY INJUNCTION**

**“The trustee is accountable to a beneficiary for the trust  
property and for any profit made by the trustee through or  
arising out of the administration of the trust...”**

**§114.001 TEX. PROP. CODE.**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES David Richard Mark Aldridge, as Trustee of the David Richard Mark Aldridge Revocable Trust (“Aldridge”); Yuk Fun Joanne Bedford, as Trustee of the Yuk Fun Joanne Bedford Revocable Trust (“Bedford”); and James Down, as Trustee of the James Down Revocable Trust (“Down”) (collectively “Plaintiffs”), and submits this Original Petition against Defendant, Foo Tiang Meng Dirk Robert, individually and as trustee of the Hills of Windridge Trust (“Dirk Foo”) and state as follows:

1. *Discovery Level.* Plaintiffs intend to conduct discovery under a Level 2 Discovery Control Plan in accordance with Rule 190.3 of the Texas Rules of Civil Procedure.

2. *Claim for Relief.* Plaintiffs seek monetary relief of \$1,000,000.00 or less, including actual damages, penalties, pre-judgment interest, costs, expenses, and attorneys' fees, as well as non-monetary relief.

3. *Parties and Service.* Plaintiff, YUK FUN JOANNE BEDFORD, Individually and as Trustee of the YUK FUN JOANNE BEDFORD REVOCABLE TRUST, is a resident of the Hong Kong Special Administrative Region of the People's Republic of China whose principal residence is 5C Cambridge Garden, 20 Babington Path, Mid-Levels, Hong Kong.

4. Plaintiff, DAVID RICHARD MARK ALDRIDGE, Individually and as Trustee of the DAVID RICHARD MARK ALDRIDGE REVOCABLE TRUST, is a resident of the Hong Kong Special Administrative Region of the People's Republic of China whose principal residence is Unit 10B Tower 23, Parc Oasis, Yau Yat Chuen Kowloon, Hong Kong.

5. Plaintiff, JAMES KONRAD DEREK DOWN Individually and as Trustee of the JAMES KONRAD DEREK DOWN REVOCABLE TRUST is a resident of the Hong Kong Special Administrative Region of the People's Republic of China whose principal residence is 145 Ho Chung New Village, Sai Kung, Hong Kong.

6. Defendant, FOO TIANG MENG DIRK ROBERT, Individually and as Trustee of the HILLS OF WINDRIDGE TRUST, is an individual whose last known mailing address is 7500 Lazy Spur Blvd, Fort Worth, Texas 76131.<sup>1</sup> He may be served at that address or wherever he may be found. Issuance of citation for service of process is requested at this time.

7. *Venue.* Venue is proper in Tarrant County because the real property that is the

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<sup>1</sup> According to a Texas Franchise Tax Public Information Report for Pearl Developments, LLC dated February 28, 2023.

subject of the action is situated in Tarrant County, Texas.

8. *Facts.* Aldridge, Bedford, and Down are all Settlers and Beneficiaries of the Hills of Windridge Trust (Sales Trust) Revocable Trust (“the Trust”). A copy of their Unsworn Declarations are attached as “Exhibits 1 through 3.” Aldridge, Bedford, and Down are collectively referred to as “Settlers.” When discussing the formation of the Trust and “Beneficiaries” when discussing the current status of the trust assets.

9. The Settlers own certain undivided fractional interests (“UFIs”) in certain real property located in Tarrant County, Texas (“the Property”). *Id.* The legal description of the Property can be found on pages 5 through 9 of the certified copies of the Settlers’ Special Warranty Deeds, which are attached herewith as “Exhibit 4-A, 4-B and 4-C.” At the time of purchase, each UFI was valued by seller of the UFIs, Windridge A2A Developments, LLC, as being worth \$10,000.00 USD. In total, the Settlers purchased \$350,000 worth of UFIs in the Property. *See* Exhibits 1, 2 and 3. The UFIs would be pooled together, with other investors, in order to develop a master planned community called “The Hills of Windridge” (“THOW”). The seller, Windridge A2A Developments, LLC, was in charge of facilitating the development of master planned community, at the direction of Dirk Foo. Hereinafter Windridge A2A Developments, LLC will be referred to as “the Facilitator.”

10. According to a report generated by A2A Capital Management Pte, Ltd. – the investment company in Hong Kong that marketed the UFIs to the Settlers – in May of 2013, THOW would cover 415 acres of land and would develop around 1,284 housing units. A copy of the May 2013 Report is attached as “Exhibit 5.” Development of the lots would be done in phases. Approximately 102 – 121 lots will be prepared within each phase up to a maximum of 360 lots per year. *Id.* A portion of the proceeds will be used to replenish the fund to develop the next phases.

*Id.* Remaining portion will be set aside for profit distribution to all co-owners. *Id.* A financial report will be presented to the co-owners every end of the year. *Id.*

11. To fund the development, \$4,600 USD per UFI would be deposited into a Development Fund account. Certified copies of the Settlers' Restrictive Covenants regarding the Development Fund is attached as "Exhibit 6." The Development Fund was intended to pay for the cost of planning, developing, constructing, maintaining and managing the development of master planned community. *Id.* The Development Fund was also to be used by the Facilitator to employ contractors, pay for insurance, taxes, utilities and any fees related to defending the co-owners in any and all actions and proceedings related to the Property or the co-owners. *Id.* For its services, the Facilitator was to be paid \$5,000.00 USD plus 20% of the Net Income per house sold to a third-party owner who is not a Co-Owner. *Id.*

12. Once the construction of the homes was complete and the homes were ready to be sold, the Settlers were required to agree to the terms of the Hills of Windridge Trust (Sales Trust) Revocable Trust Agreement ("Trust Agreement"), and to convey their UFIs to Dirk Foo, as Trustee, *in trust*, by way of a Special Warranty Deed. *See Id. See also* Exhibits 1 – 3. The Special Warranty Deeds were signed at the time the UFIs were purchased but were held in escrow until the homes were ready to be sold. *See* Exhibit 4-A through 4-C; *see also* Exhibits 1 – 3.

13. According to the Restrictive Covenants and the Trust Agreement, once the Property had been developed and was ready to be sold to third parties, the Special Warranty Deeds would be delivered to Dirk Foo and the UFIs would be conveyed to him, *in trust*. The purpose of the Trust was to receive and convey real property on behalf of the Settlers and to distribute the Net Income from the sale of the real estate to the Beneficiaries. A copy of the Hills of Windridge Trust (Sales Trust) Revocable Trust ("Trust Agreement") is attached hereto as "Exhibits 1-C and 2-C." *See*

*also* Exhibit 3. Once the conveyances were delivered, Dirk Foo would become the Trustee of the Trust (“the Trustee”). According to the terms of the Trust Agreement, the Trustee was obligated to hold the title to the Property, in trust, for and on behalf of the Settlers. *Id.*

14. On or about April 8, 2014, a majority of the co-owners of the UFI’s acknowledged and confirmed that “each and every term required for the sale of the UFI’s according to the Restrictive Covenant signed by all Co-Owners has been met” and the Special Warranty Deeds could be delivered to Dirk Foo, as Trustee. A copy of the Resolution was marked as Exhibit A to the Business Record Affidavit of Jeffrey C. Tasker, which is enclosed herewith as “Exhibit 11.”

15. After the Resolution was entered, Bedford’s conveyance of fifteen (15) UFI’s to the Trustee was filed of record on June 25, 2014. *See* the Bedford Special Warranty Deed attached as “Exhibit 4-A.” Down’s conveyance of fifteen (15) UFI’s to the Trustee was filed of record on July 1, 2014. *See* the Down Special Warranty Deed attached as “Exhibit 4-B.” Aldridge’s conveyance of five (5) UFI’s was filed of record on July 7, 2015. *See* the Aldridge Special Warranty Deed attached as “Exhibit 4-C.” Once the UFI’s were conveyed to the Trustee, the Settlers became the Beneficiaries of the Trust as well as the beneficial owners of the UFI’s. *See* Exhibits 1-C and 2-C. *See also* Exhibit 3.

16. Upon information and belief, there are hundreds of other beneficiaries, as the UFI’s purchased by the Settlers were just a fraction of 4,412 total UFI’s being sold by Windridge A2A Developments, LLC for the purpose of developing the Property. *See* page 1 of Exhibit 1-C, and 2-C. Additionally, a review of the Tarrant County Real Property Records reveals at least 1,200 Special Warranty Deeds being issued by the Facilitator to UFI owners. Therefore, it is likely that there are 1,200 other UFI purchasers that conveyed their UFI’s, in trust, to the Trustee. Therefore, it is also likely that there are also 1,200 other beneficiaries to the Trust (“unknown beneficiaries”).



17. Once the UFIs were conveyed to Dirk Foo, as Trustee, the Trust Agreement tasked him with the following duties: (1) complete the sale of the property or portions thereof; (2) hold any and all Net Income in trust for the Beneficiaries; (3) make distributions of the Net Income to the Beneficiaries in proportion to each beneficiaries' interest in the Trust. *See* Exhibits 1-C and 2-C. *See also* Exhibit 3. However, upon information and belief, the Trustee has failed to sell the Property or make distributions of the Net Income to the Beneficiaries.

18. The last time the Beneficiaries were provided an update on the development of the Hills of Windridge project from Dirk Foo was on April 18, 2018 ("the 2018 Update"). A copy of the 2018 Update is enclosed as "Exhibit 1-E." In the last Update, Dirk Foo, as Trustee made the following representations:

- As of January 13, 2018, 68 homes had been sold;
- To date, the Beneficiaries had received distributions for 60 of the sold homes in the amount of \$475.98 in distributions per UFI owned;
- The Beneficiaries were entitled to a distribution for the remaining 8 sold homes in the amount of \$63.46 per UFI owned;
- An additional 30 homes, which were sold in 2017, would close in 2018;
- Phases 2, 3 and 4 and the servicing of 346 lots would commence "as soon as the fund for development is replenished."

19. Assuming that each Beneficiary is entitled to around \$7.90 per lot sold (based on the distribution numbers provided by the Trustee in the 2018 Update), Bedford and Down – both of whom purchased 15 UFIs – should have received a total of \$11,613 in distributions for the 98 lots allegedly sold by the end of 2017. Aldridge should have received \$3,871.

20. However, as of this filing, Bedford has only received two distributions: (1) on April 1, 2016 in the amount of \$4,164.75; and (2) on April 21, 2017 in the amount of \$2,974.80. *See* Exhibit 1. As of this filing, Down has only received two distributions: (1) \$2,974.80 in April of

2017; and (2) \$951.90 in May of 2018. *See* Exhibit 2. As of this filing, Aldridge can only confirm receipt of one distribution in the amount of \$317.30, which was received on August 30, 2018. *See* Exhibit 3. Clearly, the Beneficiaries have not received distributions for all 98 homes the Trustee claimed to have sold by the end of 2017.

21. What's more, according to the Tarrant County Real Property Records, as of May 6, 2021, 113 warranty deeds that have been executed by Dirk Foo, as Trustee, have been filed. A copy of the website for the Tarrant County Real Property Records that lists a summary of Deeds issued by Dirk Foo, as Trustee, is attached as "Exhibit 7." Assuming all of the warranty deeds were properly filed with the county, to date, it appears that, at least, 113 homes/lots have been sold to third parties. Based on the calculations outlined above, Bedford and Down should have received at least, \$14,338.50 by now. Aldridge should have received at least, \$4,779.50. Clearly, the Trustee has been withholding distributions of Net Income to the Beneficiaries.

22. Furthermore, only one out of ten phases of The Hills of Windridge appears to have been developed. Therefore, a vast majority of the Property remains vacant, un-developed land ("Unsold Land"). As outlined in the May 2013 Report, THOW was targeted to have 1,284 total housing units. *See* Exhibit 5. As evidenced by the Real Property Record filings, the Trustee has not sold the vast majority of those housing units. Had those homes been built, based on the above calculations and not considering market fluctuations, Bedford and Down would have each received an estimated \$152,154.00 in distributions. Aldridge would have received \$50,718.

23. Of course, since the Unsold Land was never developed, it is not as valuable. According to the Tarrant County Appraisal District, in 2021, the Unsold Land was appraised for \$3,626,950.

24. A review of the lawsuits pending and judgments against Dirk Foo, as Trustee,

makes it clear that he has been mismanaging the trust assets. Dirk Foo, as Trustee of numerous Trusts, has been engulfed in litigation concerning his role as trustee.

25. The last communication any of the Settlers received from Dirk Foo was in correspondence dated January 4, 2019. A copy of the January 4, 2019 correspondence is attached as Exhibit 1-F. The correspondence did not contain a physical address and was not signed by Dirk Foo, as Trustee. *Id.* Furthermore, the correspondence directed the Beneficiaries to email ‘clientservices@a2aglobal.com’ if they had any additional queries. Dirk Foo’s name was not mentioned at all. *Id.*

26. Dirk Foo has disappeared and has not provided the Beneficiaries with his contact information. Likewise, he continues to avoid his responsibilities as Trustee. Therefore, his breaches, as outlined herein, are ongoing.

27. *Motion to Remove Dirk Foo, as Trustee.* A trust is a “fiduciary relationship with respect to property.” TEX. PROP. CODE § 111.004(4). High fiduciary standards are imposed upon trustees. *Humane Soc’y of Austin & Travis County v. Austin Nat’l Bank*, 531 S.W.2d 574, 577 (Tex.1975). Trustees must handle trust property solely for the beneficiaries’ benefit. *See* TEX. PROP. CODE § 111.004(4). A fiduciary “occupies a position of peculiar confidence towards another.” *Kinzbach Tool Co. v. Corbett–Wallace Corp.*, 138 Tex. 565, 160 S.W.2d 509, 512 (1942). Accordingly, a trustee’s association with the trust is that of a relationship or a status. Because a trustee’s fiduciary role is a status, courts acting within their explicit statutory discretion are authorized to terminate the trustee’s relationship with the trust at any time. *See Ditta v. Conte*, 298 S.W.3d 187, 191 (Tex. 2009). The Texas Property Code sets forth that a trustee may be removed on the petition of an interested person and after hearing, if:

- (1) the trustee materially violated or attempted to violate the terms of the trust and the violation or attempted violation results in a material financial loss to the trust;

- (2) the trustee becomes incapacitated or insolvent;
- (3) the trustee fails to make an accounting that is required by law or by the terms of the trust; or
- (4) the court finds other cause for removal.

TEX. PROP. CODE § 113.082.

28. A trustee will be removed if the trier of fact finds that the evidence shows the trustee has committed one of the enumerated acts or an act, not enumerated, that the trial court in its discretion deems a proper ground for removal. *Lee v. Lee*, 47 S.W.3d 767, 791–92 (Tex. App.—Houston [14th Dist.] 2001, pet. denied); *Barrientos v. Nava*, 94 S.W.3d 270, 284 (Tex. App.—Houston [14th Dist.] 2002, pet. denied). In the present case, the evidence shows that the Trustee has materially violated the terms of the Trust, has become insolvent, has failed to make an accounting that is required by law and has wholly failed to defend the Trust and the trust assets against any litigation matters currently pending, which has put the settlors and beneficiaries of the Trust at risk of losing their interests in the Property.

29. *Breach of the Trust Agreement.* The construction of a trust instrument is a question of law for the court. *Lesikar v. Moon*, 237 S.W.3d 361, 366–67 (Tex. App.—Houston [14<sup>th</sup> Dist.] 2007, pet. denied); *Wright v. Greenberg*, 2 S.W.3d 666, 671 (Tex. App.—Houston [14th Dist.] 1999, pet. denied). The court interprets trust instruments as it does contracts. *Goldin v. Bartholow*, 166 F.3d 710, 715 (5th Cir. 1999). The court’s primary objective in construing a will or a trust is to determine the intent of the maker. *Hurley v. Moody Nat’l Bank of Galveston*, 98 S.W.3d 307, 310 (Tex. App.—Houston [1st Dist.] 2003, no pet.); *Myrick v. Moody*, 802 S.W.2d 735, 738 (Tex. App.—Houston [14th Dist.] 1990, writ denied). Common words should be given their plain meaning unless the context indicates the words were used in another sense. *Patrick v. Patrick*, 182 S.W.3d 433, 436 (Tex. App.—Austin 2005, no pet.). The word “shall” as used in

contracts is generally mandatory, operating to impose a duty. *Roberts v. Clark*, 188 S.W.3d 204, 210 (Tex. App.—Tyler 2002, pet. denied). It is “inconsistent with the concept of discretion.” *Id.*

30. According to the Trust Agreement, the Trustee *shall*:

- hold title to the UFI's in trust for and on behalf of the Settlor;
- complete the sale of the property or portions thereof in accordance with the Restrictive Covenants and the instructions of the Facilitator;
- hold all Net Income in trust for the beneficiaries; and
- make distributions of the Net Income to the beneficiaries.

*See* Pages 1 and 3 of Exhibit 1-C and 2-C.

31. As outlined above, the titles to the Settlor's UFI's were transferred, *in trust*, to the Trustee in 2014 and 2015. The transfers took place after 99.6% of the Co-Owners acknowledged and confirmed that each and every term required for the sale of the UFI's according to the Restrictive Covenant signed by all Co-Owners was met prior to April 8, 2014. *See* Exhibit 7. However, despite the sale being approved back in 2014, all of the Property has not been sold by the Trustee. In fact, it appears that only *one of the ten* phases has even been developed. Furthermore, it appears the Trust ran out of funding for the additional phases prior to April of 2018. *See* Exhibits 1-E, 5 and 8. Furthermore, according to the Tarrant County Real Property Records, from 2015 to present, only 112 warranty deeds have been granted by the Trust to third parties. *See* Exhibit 7. The rest of the acreage appears to still be owned by the Facilitator.

32. What's more, the Beneficiaries have not received distributions of Net Income generated from the sale of all 121 homes that have sold by the Trust to third parties. *See* Exhibits 1, 2 and 3. Since the Trustee has refused to provide an accounting to the beneficiaries, it is impossible for them to know whether he has properly held all Net Income, or what has happened to the remaining income generated from those sales. *See* Exhibit 9.

33. Because the Trustee has violated the Trust Agreement, he should be found personally liable for such violations and be removed as Trustee.

34. *The Trustee is insolvent.* Because the Trustee is not paying the debts of the Property as they become due, he should be deemed insolvent and should be removed. The Texas Property Code does not define the term “insolvent.” That being said, when the Court is interpreting a Trust, common words should be given their plain meaning unless the context indicates the words were used in another sense. *Patrick v. Patrick*, 182 S.W.3d 433, 436 (Tex. App.—Austin 2005, no pet.). The Texas Supreme Court has agreed that insolvency means “**a debtor’s failure or refusal to pay his debts in the due course of business.**” *Bandy v. First State Bank*, 835 S.W.2d 609, 621 (Tex. 1992) (emphasis added). Therefore, “insolvency” means an inability to pay debts as they mature. *Parkway/Lamar Partners, L.P. v. Tom Thumb Stores, Inc.*, 877 S.W.2d 848, 850 (Tex. App.—Fort Worth 1994, writ denied). The Texas Business and Commerce Code states that “a debtor who is generally not paying their debts as they become due is presumed to be insolvent.” See TEX. BUS. & COMM. CODE §24.003(b). In this case, the evidence is clear that the Trustee has failed to pay its debts as they became due. This is evidenced by the fact that there are numerous lawsuits for non-payment of debts and misappropriation of funds. See Exhibits 8, 9, 10, and 12. Accordingly, the Trustee should be deemed insolvent and should be removed by the Court.

35. Furthermore, Dirk Foo, as Trustee even admitted to the Beneficiaries that the development funds for The Hills of Windridge need to be replenished before additional phases can be developed. See Exhibit 1 – E.

36. *There is Good Cause to Remove Dirk Foo, as Trustee.* The Texas Property Code provides that “a court may, in its discretion, remove a trustee ... if ... the court finds other cause for removal.” *Kappus v. Kappus*, 284 S.W.3d 831, 838 (Tex. 2009). There is good cause to remove

Dirk Foo, as Trustee, as he has breached the trust and has wholly failed to communicate with the beneficiaries or protect the trust assets. A breach of trust occurs when a trustee breaches his statutory or common law fiduciary duty. *See* TEX. PROP. CODE §114.001(b). It is a well-established principle that a trustee is a fiduciary that is held to a high standard of care when dealing with trust property. *See generally* TEX. PROP. CODE §§ 113.051–115.059; *Estate of Boylan*, 2015 WL 598531, at \*4 (Tex. App.—Fort Worth March 12, 2015, no pet.) (mem. op.). As a fiduciary, a trustee owes an unwavering duty of good faith, fair dealing, loyalty, and fidelity to his or her beneficiaries when managing the affairs of a trust and its corpus. *Id.* Moreover, a trustee owes a duty of full disclosure of all material facts known to him or her which might affect the rights of beneficiaries. *Trostle v. Trostle*, 77 S.W.3d 908, 914 (Tex. App. 2002—Amarillo, no pet.) (citing *Huie v. DeSahzo*, 922 S.W.2d 920, 923–24 (Tex. 1996)). This fiduciary duty requires that a trustee exercise care and judgment that a person of ordinary prudence, discretion and intelligence would exercise when managing his or her own affairs. *Boylan*, 2014 WL 598531, at \*4. “A trustee can exercise his fiduciary duty in such a negligent manner that his lack of diligence will result in a breach of his fiduciary duty.” *Jewett v. Capital Nat. Bank of Austin*, 618 S.W.2d 109, 112 (Tex. App.—Waco 1981, writ ref’d n.r.e.).

37. A fiduciary has the duty to avoid self-dealing, bad faith, intentional adverse acts, and reckless indifference about the beneficiary and her best interest, and cannot be relieved of liability for such conduct, even in cases where a trust instrument includes exculpatory language. *See InterFirst Bank Dallas, N.A. v. Risser*, 739 S.W.2d 882, 888-89 (Tex. App.—Texarkana 1987, no writ) (citing RESTATEMENT (SECOND) OF TRUSTS § 222 (1959)). Moreover, a trustee commits a breach of trust not only where he violates a duty in bad faith, or intentionally although in good faith, or negligently, but also where he violates a duty because of a

mistake. *Ertel v. O'Brien*, 852 S.W.2d 17, 21 (Tex. App.—Waco 1993, writ denied); *Brault v. Bigham*, 493 S.W.2d 576, 579 (Tex. App.—Waco 1973, writ ref'd n.r.e.). “[G]ood faith is no defense where the trustee has arbitrarily overstepped the bounds of his authority, or where he has not exercised diligence or has acted unreasonably, or has been guilty of such gross neglect as no reasonably intelligent person would consider proper.” *Republic Nat’l Bank & Trust Co. v. Bruce*, 105 S.W.2d 882, 885 (Tex. 1937).

In this case, the Trustee has breached his fiduciary duties in several ways:

- (1) Failing to pay debts owed on the Property;
- (2) Refusing to account to the beneficiaries;
- (3) Failing to answer and defend the Trust in the Lawsuits
- (4) Failing to protect the trust assets; and
- (5) Failing to disclose to the Settlers/Beneficiaries that the tax liens, mechanic’s liens, and lawsuits had been filed.

An “absolute and positive duty is imposed upon” a trustee to defend the life of the trust whenever it is assailed, if the means of defense are known to him, or can with diligence be discovered. *Republic Nat. Bank & Tr. Co. v. Bruce*, 105 S.W.2d 882, 885 (Comm’n App. 1937) (quoting *Cuthbert v. Chauvet*, 32 N.E. 1088, 1091 (1893)). In this case, Dirk Foo, as Trustee, has been served with various lawsuits and knows that the trust assets are at risk of being foreclosed on. He also knows, or should know, that the property taxes have not been paid. Therefore, he has breached his fiduciary duties by not defending the life of the trust assets and should be removed.

38. *An Attorney Ad Litem Should be Appointed.* Pursuant to Section 115.011, only the beneficiaries of a trust that are designated by name, are necessary parties to a lawsuit. In the present case, the *other* beneficiaries of the Trust are not designated by name in the Trust Agreement. That



being said, given that the Court's decision to remove Dirk Foo, as Trustee, affects the unknown beneficiaries, pursuant to Section 115.014 of the Texas Property Code, the Beneficiaries request that this Court appoint one attorney ad litem to represent the unknown beneficiaries' interests. *See* TEX. PROP. CODE § 115.014. However, the Beneficiaries request that the attorney ad litem's fees be paid out of the trust assets once they are ascertained, and not by the Beneficiaries, individually.

39. *A Receiver Should be Appointed.* Pursuant to Section 114.008 of the Texas Property Code, the Beneficiaries ask that this Court appoint a Receiver to take possession of the trust property, create an accounting for the Beneficiaries, and administer the trust until a new trustee is appointed. Thereafter, the Receiver should be ordered to produce an accounting of the trust property. *See* TEX. PROP. CODE § 114.008(4) and (5).

40. *Application for Preliminary Injunction.* A court may exercise any power to grant any writ, including a writ of injunction, necessary to administer justice between the parties, preserve the subject matter of the litigation, and make its judgment effective. *See Baucom v. Texam Oil Corporation*, 423 S.W.2d 434, 422 (Tex. App.—El Paso 1967, writ req'd n.r.e.). A temporary injunction is proper in this case because there is a potential that the Beneficiaries will lose the trust assets, which consists, in part, of real property, if Dirk Foo is not enjoined from acting at the Trustee. In Texas, the potential loss of rights in real property is a probable, imminent, and irreparable injury that qualifies a party for a temporary injunction. *See Franklin Savs. Ass'n v. Reese*, 756 S.W.2d 14, 15-16 (Tex. App.—Austin 1988, no writ). To secure a temporary injunction at common law, a party must plead and prove a probable right of recovery. *See Recon Exploration, Inc. v. Hodges*, 798 S.W.2d 851, 861 (Tex. 1978). To establish a probable right of recovery, a party need not prove conclusively that it will prevail on the merits; instead, it need only show that a bona fide issue exists as to its right to ultimate relief. *Id*; *See also Camp v. Shannon*, 348 S.W.2d 517,

519 (Tex. 1961). The common law clothes the trial court with broad discretion in determining whether an applicant has met its burden. *See Recon Exploration*, 798 S.W.2d at 851. In this case, there is a probable right of recovery on the petition to remove Dirk Foo as Trustee because he breached his fiduciary duties owed to the Beneficiaries.

41. Beneficiaries also have the burden to show the Court that they would suffer an irreparable injury if injunctive relief was not granted. The test for determining whether an existing legal remedy is adequate is whether such remedy is as complete, practical, and efficient to the ends of justice and its prompt administration as is a remedy in equity. *Minexa Arizona, Inc. v. Staubach*, 667 S.W.2d 563, 567 (Tex. App.—Dallas 1984, no writ). Texas courts have previously recognized that a legal remedy may be considered inadequate when there is a danger that a defendant's funds will be reduced or diverted pending trial. *See Minexa*, 667 S.W.2d at 567. The "trial" in this case is to remove Dirk Foo as Trustee of the Hills of Windridge Trust. The Beneficiaries can show there is a danger that their trust funds/assets will be foreclosed on pending trial because they can show it is likely that several lawsuits exist against Dirk Foo, as Trustee, for which judgments and/or default judgments are pending. If the real property is foreclosed on, Beneficiaries will be irreparably harmed as their trust assets will no longer exist. Without an injunction, the Beneficiaries will have no adequate remedy at law.

42. The injuries to the Beneficiaries, and all unascertained beneficiaries, if the real property is foreclosed on due to Dirk Foo not defending the Trust in various litigation proceedings would outweigh any injury the injunction might cause them, nor would issuance of the injunction disserve the public interest.

43. Therefore, the Beneficiaries request that this Court issue a mandatory temporary injunction requiring that: (1) Dirk Foo, as Trustee of the Windridge Trust, immediately cease

acting as Trustee so that a Receiver or attorney ad litem can appear and defend the trust assets in the various litigation matters; (2) Dirk Foo and any attorney-in-fact for him, as Trustee, be temporarily enjoined from entering into any binding agreements and from selling, conveying, transferring, encumbering or otherwise disposing of any portion of the Property or any other trust assets.

44. Beneficiaries ask the Court to set their application for temporary injunction for a hearing and, after the hearing, issue a temporary injunction against the defendants.

45. *Attorney's Fees.* The Beneficiaries were forced to file this Petition to Remove Trustee because the Trustee materially violated the terms of the trust, failed to make an accounting required by law, and absconded from the country and is nowhere to be found. Therefore, pursuant to the Texas Property Code, the Court may award to Beneficiaries all costs and reasonable and necessary attorney's fees as may seem equitable and just. Tex. Prop. Code §114.064.

WHEREFORE, the Beneficiaries pray that the Court grant the relief requested herein as follows:

- (1) The Court set a date for a hearing on the application for temporary injunction;
- (2) Beneficiaries be ordered to publish notices of the hearing(s) on this Motion at least three times in a newspaper having general circulation in Tarrant County, as is authorized by Section 115.016(b) of the Texas Property Code;
- (3) An attorney ad litem be appointed to represent the interests of the unknown beneficiaries;
- (4) The Court appoint a Receiver to take possession of the trust property and administer the trust;
- (5) Once a Receiver is appointed, s/he be ordered to produce an accounting of the trust property within 30 days of being appointed;
- (6) Defendant be responsible for paying the reasonable and necessary fees and costs of the attorney ad litem and the Receiver;
- (7) After hearing the evidence in this proceeding, the court sign an order or orders

granting Beneficiaries' application for preliminary injunction and removing Dirk Foo, as Trustee, as the trustee of the Hills of Windridge Trust;

- (8) Dirk Foo be found liable to the Beneficiaries for breach of the Trust Agreement;
- (9) Because the Beneficiaries have pursued removal of Dirk Foo, as Trustee, on behalf of themselves and all of the unknown beneficiaries, that their reasonable and necessary attorney fees and court costs be recovered from the trust assets prior to any disbursements of Trust assets, if any, pursuant to Section 114.064 of the Texas Property Code; and
- (10) All pre- and post- judgment interest.

Respectfully submitted,

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Filing Code Description: Petition

Filing Description: PLAINTIFFS ORIGINAL PETITION, PETITION TO REMOVE FOO TIANG MENG DIRK ROBERT AS THE TRUSTEE OF THE HILLS OF WINDRIDGE TRUST, AND APPLICATION FOR PRELIMINARY INJUNCTION

Status as of 7/24/2024 8:25 AM CST

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