

ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT

This Economic Development and Performance Agreement (this "Agreement") is entered into as of March 24, 2025 (the "Effective Date") by and between The Burleson 4A Economic Development Corporation ("EDC"), a Texas municipal development corporation, and KMP Plumbing, LLC, a Texas limited liability company (the "Company").

RECITALS

WHEREAS, EDC is created pursuant to the Development Corporation Act of 1979, as amended, codified as Subtitle C1 of Title 12 of the Texas Local Government Code (the "Act");

WHEREAS, the Company intends to enter into a real estate purchase agreement (the "Land Purchase Agreement"), under which the Company would acquire the Land;

WHEREAS, the Company currently employs seventy-three (73) people and intends to add thirty (30) new employees;

WHEREAS, the Company contemplates establishing the Facility on the Land, consisting of the Improvements and the Equipment, as the same may exist from time to time and relocating its existing plumbing, heating, and air business to the Facility;

WHEREAS, the Company seeks to acquire the Land and proposes to construct and operate the Facility on the Land for the Project;

WHEREAS, EDC has determined that the Project will create primary jobs, as defined in Section 501.002(12) of the Act, and that EDC's expenditures under this Agreement are appropriate and necessary for the development of a new industrial enterprise, falling within the meaning of a "project" as set forth in Section 501.101 of the Act;

WHEREAS, EDC has determined that the Project will bring substantial economic benefits and create new employment opportunities for the City, and therefore desires for the Company to construct the Improvements and operate the Project within the City;

WHEREAS, the Project is expected to increase the taxable value within the City, and is anticipated to directly and indirectly contribute to the creation of additional jobs throughout the City;

WHEREAS, the value of the anticipated benefits of the Project is expected to exceed the expenditures required of EDC under this Agreement;

WHEREAS, EDC represents that the Land is not owned or leased by any member of the EDC, Burleson City Council, or any member of the City Planning and Zoning Commission; and

WHEREAS, to induce the Project within the City, EDC desires to provide certain incentives, as set forth herein, to promote economic development and encourage the Company to potentially locate and operate the Project in the City.

NOW, THEREFORE, in consideration of the recitals above and the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties therefore agree as follows:

ARTICLE 1. **DEFINITIONS**

"Act" has the meaning set forth in the recitals.

"Act of Default" has the meaning set forth in Section 7.01.

"Affiliate" means an entity that directly controls, is directly controlled by, or is under common control with the Company, including, but not limited to 1451, LLC, a Texas limited liability company.

"Agreement" has the meaning set forth in the preamble.

"Capital Investment" means and shall include all costs incurred by the Company relating to the construction of the Improvements, including the actual construction costs, delivery, installation and other costs of all buildings, structures, infrastructure, fixed machinery and equipment, utilities, landscaping and other onsite and offsite improvements, including, without limitation all labor and materials costs, engineering costs, surveying costs, fees of legal and non-legal consultants, designers and other professionals, technical analysis fees, landscape design fees, platting fees, geotechnical investigation fees, and construction material testing fees. The term Capital Investment shall not include costs for financing the construction or marketing of the Land and Improvements.

"Certificate of Occupancy" means the document issued by the City certifying the Facility is in compliance with applicable building codes and other laws and indicating it to be a condition suitable for occupying.

"City" means the City of Burleson, a Texas municipal corporation of the Counties of Johnson and Tarrant, State of Texas.

"Company" has the meaning set forth in the preamble.

"Default Notice" has the meaning set forth in Section 7.01.

"EDC" has the meaning set forth in the preamble.

"EDC Incentive" and "EDC Incentives" have the meaning set forth in Section 5.01.

"Effective Date" has the meaning set forth in the preamble.

"Equipment" means all trade fixtures, machinery, equipment, furniture, furnishing and other tangible or personal property located on the Land and used, directly or indirectly, in connection with the operation of the Facility.

"Facility" means a corporate headquarters and warehouse facility comprised of at least 20,000 square feet constructed on the Land and substantially meeting the specifications and depictions set forth in Exhibit A.

"FTE" means either an employee working a schedule of forty (40) or more hours per week, or a combination of two (2) or more part-time employees whose total weekly hours equal at least forty (40) hours.

"Impositions" mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company or any property or any business owned by the Company within the City.

"Improvements" mean the development of and the acquisition, construction and installation of buildings, structures, fixture, improvements, and alterations or any other tangible property at any time in the future constructed or placed on the Land for the Project to include the Facility.

"Land" means the real property consisting of approximately seven (7) acres and located in the HighPoint Business Park in the City, as further described in Exhibit B.

"Land Purchase Agreement" means that document attached hereto as Exhibit C setting forth the rights and obligations of the Company and the EDC with regard to the sale of the Land to 1451, LLC, an Affiliate of Company.

"Project" means the construction of a 20,000 square foot corporate headquarters and warehouse facility to be operated by the Company as a plumbing, heating, and air business on the Land.

"Qualified FTE" means either an employee working a schedule of forty (40) or more hours per week, or a combination of two (2) or more part-time employees whose total weekly hours equal at least forty (40) hours in the 551 - Management of Companies and Enterprises sector, as defined by the North American Industry Classification System (NAICS) and shall include (i) "covered employees" hired through "professional employer services" (as each such a term is defined in Texas Labor Code § 91.001); (ii) "common workers" hired through a "temporary common worker employer" (as each such a term is defined in Texas Labor Code § 92.002); and (iii) "temporary employees" hired through

"temporary employment services" (as each such a term is defined in Texas Labor Code § 93.001).

"Term" has the meaning set forth in Section 3.01.

ARTICLE 2. **AUTHORIZATION**

2.01 EDC finds and determines that this Agreement is authorized and governed by the Act.

ARTICLE 3. **TERM**

3.01 The term of this Agreement (the "Term") shall commence on the Effective Date and terminate on the five (5) year anniversary of the issuance of a Certificate of Occupancy.

ARTICLE 4. **COVENANTS OF THE COMPANY**

4.01 Covenants Regarding Development and Operations. In consideration of this Agreement, the Company agrees to the following covenants:

- (A) The Company shall execute the Land Purchase Agreement no later than February 28, 2025;
- (B) The Company shall submit the building and civil plans for the Facility on or before June 30, 2025;
- (C) The Company shall commence the construction of the Facility on or before October 31, 2025;
- (D) The Company shall pour a building foundation acceptable to the City's building official on or before February 28, 2026;
- (E) The Company shall obtain the Certificate of Occupancy for the Facility on or before October 31, 2026 with a Capital Investment for the construction and installation of the Facility in the amount of at least Six Million Dollars (\$6,000,000);
- (F) The Company shall design and construct the Improvements in conformance with the criteria and development standards set forth in this Agreement and the ordinances of the City, as well as applicable federal and state laws;
- (G) The Company shall operate the Facility as a plumbing, heating, and air business and distributor and maintain the Facility as its sole corporate

headquarters for at least five (5) years after the issuance of a Certificate of Occupancy for the Facility;

- (H) Within forty-five (45) days of the issuance of a Certificate of Occupancy for the Facility, the Company shall have at least seventy (70) FTEs at the Facility, and no later than the expiration of the Term, the Company shall have at least thirty (30) or more FTEs for a total of one hundred (100) FTEs;
- (I) The Company shall be responsible for the construction of the Improvements and the maintenance of the Improvements and the Land;
- (J) The Company shall be solely responsible for the design and construction of the Improvements and comply with all subdivision regulations, building codes, and other ordinances of the City applicable to the Improvements; and
- (K) The Company shall remain current on all Impositions, provided that it retains the right to appeal any such Impositions in accordance with applicable law and shall have the right to cure any delinquency within the legally permissible time frame.

4.02 Verification of Capital Investment. Within thirty (30) days following the receipt of a Certificate of Occupancy for the Facility, the Company shall provide written verification to EDC for the Facility that the Capital Investment made by the Company for the Facility satisfied the requirements set forth in Section 4.01(E).

4.03 Land Purchase Agreement Extension. EDC and the Company hereby acknowledge that Section 11.A. of the Land Purchase Agreement provides both Parties the option to postpone the closing of the Land Purchase Agreement, provided that such postponement shall not be more than thirty (30) days, absent written agreement by the Parties. Accordingly, the Parties hereby agree that upon such postponement, all dates set forth in this Article 4 which occur after the closing of the Land Purchase Agreement shall be automatically extended by the same number of days the closing is postponed under the Land Purchase Agreement.

ARTICLE 5.

INCENTIVES PROVIDED BY THE EDC TO THE COMPANY

5.01 Subject to and contingent upon the Company's compliance with its covenants set forth in Article 4, EDC shall provide the Company with certain cash incentives by depositing the funds into the Company's designated bank account, according to the schedule set forth below (each such cash incentive, "EDC Incentive," and, collectively, the "EDC Incentives"):

- (A) Upon the Company's receipt of the building permit for the Facility, EDC shall provide the Company with a cash grant of Four Hundred Thousand Dollars (\$400,000);

- (B) Upon the City's completion of the inspection and approval of the foundation for the Facility, EDC shall provide the Company with a cash grant of Four Hundred Thousand Dollars (\$400,000);
- (C) Upon the Company's receipt of the Certificate of Occupancy for the Facility, EDC shall provide the Company with a cash grant of Four Hundred Thousand Dollars (\$400,000);
- (D) Upon the Company's full payment of all applicable fees imposed by the City related to the construction of the Improvements, EDC shall provide the Company with a cash grant to reimburse up to One Hundred Thousand Dollars (\$100,000) of such fees, not including impact fees; and
- (E) Upon the Company providing written proof that it is in compliance with the employment requirement set forth in Section 4.01(H), the EDC shall provide the Company with a cash grant of Two Hundred Thousand Dollars (\$200,000).

ARTICLE 6.
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

- 6.01 The Company hereby represents and warrants to EDC that it has full lawful right, power, and authority to execute and deliver and perform the terms and obligations of this Agreement, that the execution and delivery of this Agreement has been duly authorized by all necessary action by the Company and that this Agreement constitutes the legal, valid, and binding obligation of the Company, and is enforceable in accordance with its terms and provisions.
- 6.02 The Company shall comply with all applicable federal, state, and local laws in connection with the establishment and operations of the Project.
- 6.03 During the Term, the Company does not and will not knowingly employ any unauthorized alien (as such a term is defined in 8 U.S.C. Section 1324a(f)) at the Project. If, during the Term, the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), provided all appeals have been exhausted, the Company shall repay the amount of the total amount of the EDC Incentives it received under this Agreement during the period for which it is convicted of such violation within one hundred twenty (120) business days after the date EDC notifies the Company of such conviction, plus interest at the rate that is equal to the interest rate of the bonded indebtedness of EDC issued immediately prior to such a conviction, or, if no such bonded indebtedness exists, at a rate equal to the then-prevailing market rate for municipal obligations in the State of Texas as determined by an independent financial advisor selected by the parties.

**ARTICLE 7.
DEFAULT AND REMEDIES**

7.01 Default by the Company.

- (A) In the event (i) the Company fails to fulfill its obligations under Article 4 of this Agreement; (ii) the Company has delinquent Impositions owed to the City (subject to the Company's timely protest and/or contest against any such taxes); or (iii) the Company materially breaches any of the material terms and conditions of this Agreement, then the Company after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In such an event, EDC shall give the Company written notice of such breach and/or default (the "Default Notice"), specifying with particularity the nature of any breach or default (each, an "Act of Default"). If the Company does not cure such Act of Default within ninety (90) days after receipt of the Default Notice, in addition to other sanctions and remedies for Act of Default set forth in this Article 7, EDC may terminate this Agreement by a thirty (30) days' advance written notice to the Company, and EDC shall have no further obligation to the Company under this Agreement. Notwithstanding the above, if such Act of Default cannot be cured by reasonably diligent efforts within ninety (90) days of the Default Notice, then the Company shall have an additional ninety (90) days to cure such Act of Default so long as the Company promptly initiates and diligently and continuously attempts to cure the same.
- (B) In the event the Company is in violation of its covenant in Section 4.01(C), (D), or (E), beyond the expiration of any applicable notice and cure period, except in the case of force majeure, the Company shall repay all EDC Incentives disbursed up to that date within thirty (30) days of the violation, and EDC may terminate this Agreement at its discretion.

7.02 No waiver of any breach of any terms or conditions of this Agreement by the Company or the EDC shall be construed to waive any subsequent breach of the same or any other terms or conditions of this Agreement.

**ARTICLE 8.
VENUE AND GOVERNING LAW**

8.01 This Agreement is fully performable in Johnson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Johnson County, Texas. To the extent permitted by law, the substantive laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state courts in Johnson County, Texas.

**ARTICLE 9.
FORCE MAJEURE**

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9.01 In no event shall the Company be responsible for or liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, acts of God, unusually adverse weather or soil conditions, fires, earthquake, tornado, hurricane, floods or other types of natural catastrophes, explosions, accidents, condemnation, strike, slowdowns or work stoppages, lockout, civil or military disorder or disturbances, act of war or terrorism or threat thereof, riot, insurrection, civil commotion, epidemic, pandemic, quarantine, generalized lack of availability of raw materials or energy, and loss or malfunction of utilities or communication services; shortage or delay in shipment of materials or fuel occasioned by any event referenced herein; it being understood that the Company shall use commercially reasonable efforts to resume performance as soon as practicable under the circumstances.

ARTICLE 10.
GIFT TO PUBLIC SERVANT OR TO THE COMPANY'S REPRESENTATIVE

- 10.01 No Benefit. Each party represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer, or agree to confer in the future any benefit upon any employee, director or official of the other party. For purposes of this Section 10.01, "benefit" means anything reasonably regarded as economic advantage, including advantage conferred on a person in whose welfare the beneficiary has an interest, but does not include a contribution or expenditure made and reported in accordance with law.
- 10.02 Right of Reimbursement. In addition to any other legal remedies available to EDC, EDC reserves the right to seek reimbursement for any expenditure made to the Company as a result of the Company's violation of Section 10.01 upon the Company's conviction of such violation by a court of last resort, provided, however, that any such reimbursement shall be proportionate to the amount directly attributable to the improper benefit in relation to the overall benefits received by the Company under this Agreement.

ARTICLE 11.
INDEMNIFICATION

- 11.01 **THE COMPANY EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS EDC, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF THE COMPANY OR ITS AGENTS, OR EMPLOYEES, ARISING IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER SECTION 4.01 OF THIS AGREEMENT. NOTHING CONTAINED HEREIN SHALL REQUIRE THE COMPANY TO INDEMNIFY EDC OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND ATTORNEYS OF EDC FOR ANY CLAIM OR LIABILITY RESULTING FROM EDC'S OR ANY SUCH OFFICER, DIRECTOR, AGENT, EMPLOYEE OR ATTORNEY FOR ITS OWN WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City and EDC (including its past, present and future officers, elected officials, directors, employees and agents of EDC and the City) do not assume any responsibility to any third party in connection with Company's construction of the development.
- 11.02 Nothing in this Agreement may be construed as waiving any governmental immunity available to EDC under the state law.

- 11.03 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. EDC, its past, present and future officers, elected officials, directors, employees and agents do not assume any responsibility to any third party in connection with the Company's construction of the Improvements.

ARTICLE 12.
ROUGH PROPORTIONALITY

- 12.01 The Company acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation and dedication, including the platting process of the Land, which may require the Company to dedicate certain easements, are related both in nature and extent to the impact of the Improvements. The Company waives and releases all claims against EDC related to any and all rough proportionality and individual determination requirements mandated by Subchapter Z of Chapter 212, Texas Local Government Code, as well as other requirements of a nexus between development conditions and the projected impact of the Improvements.

ARTICLE 13.
MISCELLANEOUS MATTERS

- 13.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make commercially reasonable efforts to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued mutual cooperation.
- 13.02 Governing Law. This Agreement is subject to and in accordance with the Burleson Home Rule Charter and ordinances of the City, as amended, and all state and federal laws.
- 13.03 Interpretation. Each party acknowledges that it has been represented by counsel of its own choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, the terms will be interpreted in a fair and reasonable manner, without any presumption or rule of construction being applied in favor of or against any party based on the drafting of this Agreement.
- 13.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 13.05 Attorney's Fees. If any legal action or proceeding is commenced between EDC and the Company to enforce the provisions of this Agreement or to recover damages for its breach, the prevailing party in the legal action will be entitled to

recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

- 13.06 Sections or Other Headings. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 13.07 Entire Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.
- 13.08 Notice. Any request, demand, authorization, direction, notice, consent or other document provided or permitted by this Agreement to be made upon, given, furnished, served, or filed with a party hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; (ii) sent by a nationally recognized overnight courier service; (iii) delivered by United States certified mail, return receipt requested, postage prepaid; or (iv) transmitted by electric mail (provided that a copy of such transmittal is also delivered in accordance with (i), (ii) or (iii) herein). All notices shall be addressed to the respective party at its address or email address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally, (b) one business day after depositing with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this Section 13.08.

Company: KMP Plumbing, LLC
Attention: *Rustin Mayse*
1451 Heritage Parkway
Mansfield, Texas 76063
Email: *rustinmayse@kmpcorp.com*

With a copy to: Brackett & Ellis, P.C.
Attention: Amanda B. Hernandez
100 Main Street
Fort Worth, Texas 76102
Email: ahernandez@belaw.com

EDC: The Bureson 4A Economic Development Corporation
Attention: City Manager
141 W Renfro Street
Bureson, Texas 76028

With a copy to: Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107
(817) 332-2580

- 13.09 Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by the Company and EDC.
- 13.10 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect and shall be enforced as if the invalid, illegal, or unenforceable provision had never been included. The parties further agree that, if practicable, a valid, legal, and enforceable provision shall be substituted for the invalid, illegal, or unenforceable provision, which most closely reflects the parties' original intent.
- 13.11 Texas Government Code Verifications. The Company represents and warrants that it does not and during the duration of this Agreement will not:
- (A) do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;
 - (B) boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
 - (C) discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended;
 - (D) operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended; or
 - (E) boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended.
- 13.12 Assignment. EDC Incentives and any other benefits provided to the Company under this Agreement shall vest in the Company and may not be assigned to a third party, in whole or in part, without the prior written consent or approval of EDC, which consent and approval, as applicable, shall not be unreasonably denied, withheld or delayed. If the Company sells, assigns or leases all or a portion of the Land to a third party without obtaining such approval, EDC may, upon ten (10) days' advance written notice to the Company, terminate this Agreement solely with respect to the EDC Incentive applicable to the portion of the Land sold, assigned or leased to the third party. Notwithstanding the foregoing, the Company may assign this Agreement and any benefits there under, including EDC Incentives, to

any Affiliate without EDC's prior consent, provided that such Affiliate owns and operates the Project after the assignment. The Company shall provide EDC with written notice of such assignment to an Affiliate within ten (10) days of the assignment.

13.13 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

13.14 Ratification by the City Council Required. EDC's action to enter into this Agreement is subject to the approval of the City Council of the City. This Agreement shall not be effective until such Agreement is signed by the parties and the City Council of the City ratifies EDC's action to enter into this Agreement.

[Signature Pages Follow]

EXECUTED on the respective dates of acknowledgement, to be effective as of the Effective Date first set forth above.

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION,
a Texas municipal development corporation

By:

Name: Dan McClendon

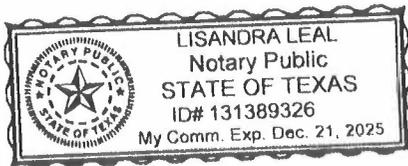
Title: Board President

Date: March 24, 2025

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on March 24, 2025, by Dan McClendon, known personally by me to be the Board President of Burleson 4A Economic Development Corporation, on behalf of said corporation.

[Notary Seal]



Lisandra Leal
Notary Public, State of Texas

[Signature Page to Economic Development and Performance Agreement]

KMP PLUMBING, LLC, A TEXAS LIMITED LIABILITY COMPANY

By: [Signature]

Name: Rustin Mayse
Title: owner

Date: 2-27-25

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on FEBRUARY 21st, 2025 by RUSTIN MAYSE, known personally by me to be the OWNER of KMP Plumbing, LLC, a Texas limited liability company, on behalf of said company.

[Notary Seal]

[Signature]
Notary Public, State of Texas

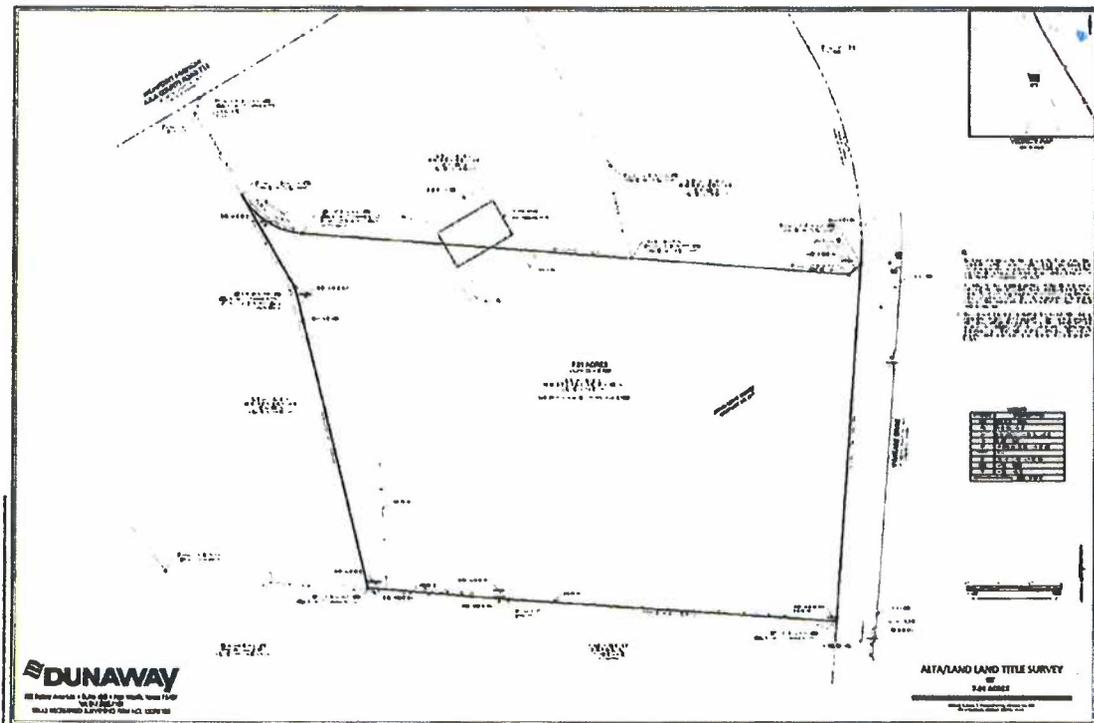


Exhibit A
Project Depiction

Exhibit B

Legal Description of Land

Being a 7.01 acre tract of land situated in the Hiram Lewis Survey, Abstract Number 517, Johnson County, Texas, in the City of Burleson, being all of Lot 1R1, Block 7, Highpoint Business Park of Burleson, according to the Plat recorded in Volume 10, Page 734, Plat Records of Johnson County, Texas.



[Exhibit to Economic Development and Performance Agreement]

Exhibit C

Land Purchase Agreement

1843225-v1/17612-003000

REAL ESTATE PURCHASE AGREEMENT

1. CONTRACT TO SELL AND PURCHASE.

The Burleson 4A Economic Development Corporation, a Texas municipal development corporation organized under the laws of the State of Texas (hereinafter "Seller"), hereby agrees to sell and convey to 1451, LLC, a Texas limited liability company (hereinafter "Purchaser"), individually a "Party," and collectively "Parties," fee simple absolute title to the following real property:

Being a 7.01 acre tract of land situated in the Hiram Lewis Survey, Abstract Number 517, Johnson County, Texas, in the City of Burleson, being all of Lot 1R1, Block 7, Highpoint Business Park of Burleson, according to the Plat recorded in Volume 10, Page 734, Plat Records of Johnson County, Texas.

hereinafter the "Land," on the terms and conditions provided in this Real Estate Contract of Sale (the "Contract"), and Purchaser hereby agrees to purchase and pay for said Property on the terms and conditions provided herein.

2. PROPERTY TO BE CONVEYED.

The Land to be conveyed is generally shown on the attached preliminary survey **Exhibit A** and is more particularly described on the legal description attached hereto as **Exhibit B**, together with Grantor's rights, title, and interest in and to adjacent streets, easements, alleys, rights-of-way, and any adjacent strips or gores of real estate, together with all and singular the rights, privileges and easements appurtenant thereto, and all water, wastewater and other utility rights relating to the Property, and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Property, in each case to the extent assignable (the "Ancillary Rights") (collectively, the Land and the Ancillary Rights, are the "Property").

Seller and Purchaser acknowledge that the description of the Property contained in **Exhibit A** of this Contract may be technically and legally insufficient for purposes of supporting an action for specific performance or other enforcement hereof. Seller and Purchaser confirm to one another that, notwithstanding such insufficiency, they desire to proceed to create this Contract and anticipate that Purchaser will obtain a Survey of the Property pursuant to this Contract. Therefore, since the parties are desirous of executing this Contract and further desire to provide certain rights to demand and successfully enforce performance, and to ensure that such rights are not precluded due to the legal description of the Property contained in **Exhibit A**, Seller and Purchaser agree that (a) they are experienced in transactions of the nature provided for in this

Contract; (b) in fact, they specifically are familiar with the location of the Property that is the subject of this Contract; and (c) upon completion of, and mutual approval of, the Survey, the new legal description of the Property contained therein shall automatically be substituted for the legal description attached as **Exhibit A** to this Contract and shall also be the legal description used in the special warranty deed conveying the Property. Upon completion and approval of the Survey and as a condition to closing, Seller shall file an amendment to the plat of the Property recorded in Volume 10, Page 734, Plat Records of Johnson County, Texas, to correct the acreage and description of the Property.

3. CONSIDERATION.

The consideration for the purchase of the Property is One Million, Two Hundred Thousand Dollars and no cents (\$1,200,000.00) (the "Purchase Price") payable in cash at closing. In addition, the Parties contemplate that KMP Plumbing, LLC ("KMP") which is a parent or affiliate company of Purchaser, and the Seller entering into an Economic Development and Performance Agreement, described in Section 14.

4. EARNEST MONEY.

Within two (2) business days after the Effective Date of this Contract, as defined in Section 15.A, Purchaser shall deliver the sum of Fifty Thousand Dollars and no cents (\$50,000.00) to Truly Title of Burleson, 101 NW Ellison Street, Unit 105, Burleson, Texas 76028 ("the Title Company") to be held by the Title Company as Earnest Money (herein so called) pursuant to the terms of this Contract.

5. SURVEY AND TITLE BINDER.

A. Purchaser may, at Purchaser's option, obtain a survey of the Property, to be prepared by a Registered Professional Engineer or Surveyor. Seller shall reasonably cooperate with Purchaser and such Professional Engineer or Surveyor by permitting access to the Property, and by providing any copies of previous surveys, maps, plats, deeds, and other documents in Purchaser's possession affecting or bearing upon the Property, but provision of such documents shall in no way constitute any warranty, representation, or contractual commitment by Seller.

B. Within ten (10) days after the Effective Date of this Contract, Seller shall provide to Purchaser, at Seller's expense:

(1) A title commitment ("Title Binder") covering the Property, binding the Title Company to issue a Texas Owner's Policy of Title Insurance on the standard form of policy prescribed by the Texas State Board of Insurance at the closing in the full amount of the purchase price, and

(2) True, correct, and legible copies of any and all instruments referred to in the Title Binder as constituting encumbrances, exceptions or restrictions upon the title of Seller.

6. FEASIBILITY PERIOD.

A. Purchaser will have ninety calendar (90) days after the Effective Date (the "Inspection and Feasibility Period") to seek any desired re-zoning or other processes to accommodate Purchaser's development plans, and to inspect the Property and conduct inspections, studies, tests and examinations on the Property, including, without limitation: (a) core borings; (b) environmental and architectural tests and investigations; (c) physical inspections of improvements, fixtures, equipment, subsurface soils, structural members, and personal property; and (d) examination of documents relating to the condition of the Property. Purchaser and Purchaser's agents, employees, consultants and contractors will have the right of reasonable entry onto the Property during normal business hours, and upon reasonable advance notice to Seller, for purposes of conducting such inspections, studies, tests and examinations deemed necessary by Purchaser. The inspections, studies, tests and examinations will be at Purchaser's expense and risk. Prior to conducting such inspections, studies, tests, or examinations, Purchaser shall notify Seller in writing of Purchaser's intent to such inspections, studies, tests, or examinations, shall provide Seller with the name and address of any contractor retained to conduct such inspections, studies, tests, or examinations, and provide evidence of liability insurance in form and limits reasonably satisfactory to Seller issued by an insurance company licensed in the State of Texas. In the event that Purchaser elects to terminate this Contract for any reason, Purchaser agrees to repair any damage to the Property caused by Purchaser or its agents, employees, consultants or contractors in connection with Purchaser's inspections, studies, tests and examinations. **PURCHASER AGREES TO, AND DOES HEREBY, INDEMNIFY SELLER AGAINST ANY CLAIMS TO THE EXTENT SUCH CLAIMS ARISE DUE TO ANY ACTIONS BY PURCHASER OR PURCHASER'S AGENTS, EMPLOYEES, CONSULTANTS AND CONTRACTORS IN CONNECTION WITH THEIR ENTRY UPON THE PROPERTY; PROVIDED, HOWEVER, THAT SUCH INDEMNIFICATION OBLIGATIONS SHALL NOT EXTEND TO ANY CLAIM FOR LIABILITY TO THE EXTENT ARISING OUT OF ANY PRE-EXISTING CONDITIONS THAT ARE MERELY DISCOVERED BY PURCHASER AND NOT CAUSED OR EXACERBATED BY PURCHASER.**

B. As consideration for Seller agreeing to provide Purchaser the Feasibility and Inspection Period to conduct inspections, studies, tests and examinations on the Property and to seek any necessary re-zoning, within two (2) business days after the Effective Date of this Contract, Purchaser shall deliver directly to Seller the sum of One Hundred Dollars and no cents (\$100.00) (referred to herein as the "Feasibility Option Payment"). This payment is separate from the Earnest Money payment described

above. In the event Purchaser chooses not to proceed to closing, the Earnest Money payment shall be refunded by Seller.

7. TITLE AND SURVEY APPROVAL PERIOD.

Purchaser shall have twenty (20) calendar days after the receipt of an acceptable survey and Title Binder, and the instruments giving rise to the title encumbrances, exceptions or restrictions upon the Title of Seller, in which to review them and to advise Seller that Seller's Title is or is not acceptable to Purchaser. Any item to which Purchaser does not timely object will be deemed a "Permitted Exception," provided, however, that Purchaser will be deemed to have timely objected to any items the Title Company identifies as to be released upon closing if such item is not actually released. If Title exceptions exist, to which Purchaser timely objects, Seller may, at Seller's discretion, undertake to cause those exceptions to be cured and/or removed from the Title Binder within ten (10) calendar days (the "Cure Period") after such notice to Seller. In the event such exceptions to Title are not cured within the Cure Period, Purchaser may elect, as Purchaser's sole remedy, to terminate this Contract by giving written notice to Seller within ten (10) days after expiration of the Cure Period. In the event of such termination, the Earnest Money will be refunded to Purchaser, and the Parties will have no further obligation to each other. In the event that Purchaser does not terminate this Contract by giving written notice to Seller within ten (10) days after expiration of the Cure Period, Purchaser shall be deemed to have accepted the Title subject to the exceptions as are shown in the Title Commitment and Survey, and to have waived any objection to such exceptions, except for any deeds of trust, liens, security interests or other monetary encumbrances, whether or not Purchaser objects to such items in any notices to Seller.

If at any time prior to closing, the Title Company shall issue any one or more supplemental reports to the Title Binder (each, a "Supplemental Report") disclosing any additional or modified exceptions to title to the Property (a "Supplemental Defect"), Seller shall be obligated to remove or cause the removal of such Supplemental Defect(s) at or prior to closing, whether or not Purchaser affirmatively disapproves of such items in any notice to Seller, and any failure by Seller to do so shall be a default hereunder.

8. SELLER'S REPRESENTATIONS.

Seller hereby represents and warrants that the representations and warranties of Seller, set forth in Sections A through L below, are true and correct in all material respects as of the date hereof, and shall be true and correct in all material respects as of the Closing Date, as defined below in Section 11.A. All the representations and warranties shall survive the closing for a period of twelve (12) months.

A. No Actions. To Seller's actual knowledge, there are no pending or threatened lawsuits, condemnation actions or other proceedings affecting the Property.

B. No Contracts. Seller has obtained all member consents necessary in connection with Seller's execution and delivery of this Contract. There are no contracts affecting the Property that will survive the closing.

C. Condition of Property. Prior to the closing Date, Seller shall maintain the Property in the same state of repair as of the Effective Date.

D. No Adverse Claims. Seller has received no written notice alleging an adverse claim in or to the Property by any person or persons.

E. Parties in Possession. There are no other parties in possession of the Property or any portion thereof, and no Party has been granted any license, lease or other right relating to the use or possession of the Property that will survive the closing other than easements currently filed of record or that may be shown on the final plat.

F. No Violations. Seller has received no notice of, nor does Seller have any actual knowledge of, a violation of any law or governmental regulation, restrictive covenant or other requirement affecting the Property.

G. Ownership of Property. Seller is the owner of the Property, has title to the Property, and has full power and authority to enter into and perform its obligations under this Contract in accordance with its terms.

H. Authority to Bind. The individual executing this Contract on behalf of Seller is authorized to do so and, upon executing this Contract, this Contract shall be binding and enforceable upon Seller in accordance with its terms.

I. Leases; Options. There are no outstanding written or oral leases in any way affecting the Property, and no person or entity has any right with respect to all or any portion of the Property (whether by option to purchase, right of first refusal, contract, or otherwise) who may prevent or interfere with Purchaser taking title to, and exclusive possession of, all of the Property at closing, other than as set forth in easements currently filed of record.

J. No Notices. Seller has not received any notice of and, to Seller's actual knowledge, there are no (i) proposed special assessments, condemnations or changes in the roads adjacent to the Property; (ii) pending public improvements that will result in any charge being levied or assessed against, or a lien being created upon, the Property; or (iii) pending or threatened eminent domain or condemnation proceedings against or involving any portion of the Property or any adjacent parcel.

K. Litigation. To Seller's actual knowledge, there is no pending or threatened litigation, arbitration, administrative action or examination, claim or demand whatsoever relating to the Property, and no attachments, execution proceedings, liens, assignments or insolvency proceedings are pending or threatened against Seller of the Property or contemplated by Seller.

L. Hazardous Materials. Seller represents that Seller has no actual knowledge of, and has not received notice of, any inquiries or investigations by any governmental authority or third-party with respect to, the presence of hazardous materials on the Property or the migration of hazardous materials or environmental contamination on or under the Property, or any notices of the presence of such materials or contamination on or under the Property, or the violation of any laws, ordinances or regulations regarding the presence of such materials or contamination on or under the Property.

Seller shall fully disclose to Purchaser, immediately upon its occurrence, any change in facts, assumptions or circumstances of which Seller becomes aware prior to the Closing Date that may affect the representations and warranties set forth above.

9. PURCHASER'S REPRESENTATIONS.

Purchaser hereby represents and warrants as follows, which representations and warranties expressly shall survive closing:

A. Authority. Purchaser is a resident of or legal entity registered in the State of Texas with authority to perform all of Purchaser's obligations under this Contract. This Contract is, and all documents required by this Contract to be executed and delivered to Seller at closing will be, duly authorized, executed and delivered by Purchaser. At closing, Purchaser will deliver such proof of corporate authority as Seller or the Title Company may reasonably request.

B. Litigation. Purchaser represents that there is, at the time Purchaser executes this Contract, no pending or threatened litigation or legal proceeding, including any proceeding under Chapters 7, 11, or 13 of the United States Bankruptcy Code, against Purchaser that might affect Purchaser's ability to perform its obligations under this Contract.

10. SPECIAL ASSESSMENTS.

A. If the Property is situated within a utility district or flood control district and is subject to the provisions of Section 49.52 of the Texas Water Code, then Seller shall give to Purchaser as part of the Title Documents the required written notice. The notice must set forth the current tax rate, the current bonded indebtedness and the authorized

indebtedness of the district, and must comply with all other applicable requirements of the Texas Water Code.

B. If the Property is subject to mandatory membership in a property owner's association, Seller shall provide the name, address and telephone number of the property owner's association and shall notify Purchaser of the current annual budget of the property owners' association, the current authorized periodic fees, dues and/or assessments, and any contemplated future assessments of which Seller is aware relating to the Property.

11. CLOSING.

A. The closing of this Contract shall be held on June 1, 2025, at the offices of the Title Company at its address stated above; provided, however, that either Party, by written notice to the other, may postpone the date of the closing to such date as shall be designated in such notice, provided that such postponed date shall not be more than thirty (30) days after the Closing Date specified above, absent written agreement by the Parties.

B. At the closing, Seller shall deliver to Purchaser at Seller's expense: (i) a special warranty deed conveying the Property according to the legal descriptions attached hereto or as prepared by the surveyor as shown on the survey of the Property; (ii) to ensure the public purposes and performance obligations of the Economic Development and Performance Agreement are satisfied in compliance with Texas law, the special warranty deed shall include a right to repurchase to the Seller conditioned upon KMP's obligation to pour a building foundation acceptable to the City of Burleson building official on or before February 28, 2026; and (iii) exclusive possession of the Property.

C. At the closing, Purchaser shall deliver to Seller the Purchase Price in cash or certified funds, less the Earnest Money, which the Title Company shall deliver to Seller as a credit against the Purchase Price.

D. The Title Company shall issue and present to Purchaser, at Seller's expense, an Owner's Title Policy issued by the underwriter for the Title Company pursuant to the Title Binder, subject only to the permitted exceptions, insuring good and indefeasible title to the Property vested in Purchaser in the full amount of the total Purchase Price of the Property, free and clear of all liens and encumbrances, except those matters accepted or waived by Purchaser, as provided herein.

E. Seller shall bear the costs for any required tax statements and reports, the costs for preparation and filing of the special warranty deed, the Title Policy, and any required releases of liens. Purchaser shall bear the costs for the Survey. Seller and Purchaser shall bear equally the costs of any escrow fees, courier and delivery fees,

and copy and reproduction fees. Except as provided otherwise herein, Purchaser and Seller shall bear all remaining closing costs in equal shares.

F. Interest, ad valorem taxes, and any other assessments or fees for the then-current year shall be prorated at the closing, effective as of the Closing Date, provided that since Seller is a tax-exempt organization, Seller will not be required to pay any taxes at closing. Rather, the Parties shall authorize and instruct the Title Company to inform the appropriate taxing authorities of the transaction and Seller's tax-exempt status, and the Title Company shall, if appropriate, collect any prorated taxes only from Purchaser. If the closing occurs before any tax rate or assessment is fixed for the year of the closing, the apportionment of the taxes will be upon the basis of the rate for the preceding year applied to the latest assessed valuation, but any difference between actual and estimated taxes for the year of the closing will be adjusted equitably upon receipt of a written statement of the actual amount. If this sale or Purchaser's use of the Property after closing results in the assessment of additional taxes for periods prior to closing, such additional taxes shall be the obligation of Seller, except where exempt, provided, however, under no circumstances shall Purchaser have any obligation for such taxes, interest or penalties. This provision will survive the closing.

G. Foreign Person Notification. If Seller is a foreign person, as defined by the Internal Revenue Code, or if Seller fails to deliver to Purchaser or the Title Company a non-foreign affidavit pursuant to Section 1445 of the Internal Revenue Code, then Purchaser may withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the withheld proceeds to the Internal Revenue Service, together with appropriate tax forms. The required affidavit from Seller will include: (1) a statement that Seller is not a foreign person; (2) the U. S. taxpayer identification number of Seller; and (3) any other information required by Section 1445 of the Internal Revenue Code or other applicable law or regulation.

12. TERMINATION.

If this Contract is terminated by Purchaser as permitted herein pursuant to a right of termination granted to Purchaser by any provision of this Contract, the Parties shall have no further obligation one to the other, except as otherwise provided herein. If Purchaser elects to so terminate, and if such termination is not due to any default by Seller, if the condition of the Property was altered due to inspections, studies, tests or examinations performed by Purchaser or on Purchaser's behalf, then Purchaser must restore the Property to its original condition at Purchaser's expense, and except as otherwise provided herein.

13. DEFAULT.

A. If Seller shall fail to consummate this Contract for any reason, except Purchaser's default, Purchaser may enforce specific performance of this Contract or

may bring suit for damages against Seller; provided, however, that Purchaser shall not be entitled to recover any consequential damages.

B. If Purchaser shall fail to consummate this Contract for any reason, except Seller's default or the termination of this Contract pursuant to a right to terminate given herein, Seller shall have the right to have the Earnest Money paid to Seller as liquidated damages for the breach of this Contract as Seller's sole remedy.

14. ECONOMIC DEVELOPMENT AGREEMENT.

The development of the Property will create significant new ad valorem tax base for the City of Burleson and other taxing jurisdictions, will provide new employment opportunities, and will reduce the tax burden upon the residents of the City of Burleson. As consideration for this, the closing of this transaction is contingent upon Seller and KMP entering into an Economic Development and Performance Agreement in accordance with the Development Corporation Act of 1979, within ninety (90) days of the Effective Date of this Contract. Pursuant to the Economic Development and Performance Agreement, Purchaser is an "Affiliate" of KMP that will own and operate the Project and this Contract satisfies the conditions of Section 13.12 of the Economic Development and Performance Agreement.

15. MISCELLANEOUS PROVISIONS.

A. **Effective Date of Contract.** The term "Effective Date" of this Contract as used herein shall mean the day that this Contract has been: (1) signed by Purchaser; (2) approved by the Board of Directors of Seller; and (3) signed by the Seller. If the final date of any period falls upon a Saturday, Sunday or legal holiday under the laws of the State of Texas, or upon a date when the office of the Title Company is closed for other reasons, then in such event the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday under the laws of the State of Texas, when the Title Company's office is open.

B. **Notices.** Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, certified mail, addressed to the intended recipient at the addresses shown below, with a copy to such recipient's legal counsel, if the name of such legal counsel is shown below, or faxed to the facsimile transmission numbers of such persons shown on the signature page of this Contract. Any address for notice may be changed by written notice so given.

All notices required by this Contract shall be sent to:

SELLER:

The Burleson 4A Economic Development Corporation
Attention: City Manager
141 W Renfro Street
Burleson, Texas 76028
Facsimile: 817-426-9376

With a copy to:

Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
Attention: Dean Roggia
6000 Western Place, Suite 200
Fort Worth, Texas 76107
(817) 332-2580
Facsimile: 817-332-4740

PURCHASER:

1451, LLC, a Texas limited liability company
Attention: Rustin Mayse
1451 Heritage Parkway
Mansfield, Texas 76063

With a copy to:

Brackett & Ellis, P.C.
Attention: Amanda B. Hernandez
100 Main Street
Fort Worth, Texas 76102
(817) 339-2470
Email: ahernandez@belaw.com

C. **Forms.** At closing, Seller will execute, acknowledge and deliver a special warranty deed in the form attached to this Contract as **Exhibit C**.

D. **Attorney's Fees.** If either Party shall be required to employ an attorney to enforce or defend the rights of such Party herein, the prevailing Party shall be entitled to recover reasonable attorney's fees.

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

F. **Survival.** The terms and conditions of this Contract and all representations, warranties, covenants and agreements made by Seller shall survive the closing of this transaction, and shall not merge herein.

G. **Binding Effect.** This Contract shall inure to the benefit of and bind the Parties hereto and their respective heirs, representatives, successors and assigns and shall be construed under the laws of the State of Texas.

H. **Rules of Construction.** The Parties acknowledge and agree that this Contract is the product of negotiation and compromise, and that both Parties have consulted legal counsel in the negotiation of the Contract, and that the Contract shall not be construed against the other Party, but all other rules of contract construction shall apply.

I. **Choice of Law and Place of Performance and Venue.** This Contract is to be construed under the substantive laws of the State of Texas, without regard to its choice of law rules. This Contract is to be performed entirely in Johnson County, Texas, and in the event of any dispute, venue shall be in the state courts located in Johnson County, Texas.

J. **Entire Contract.** This Contract, together with the Economic Development and Performance Agreement and any exhibits and addenda, any documents provided by Seller to Purchaser pursuant to this Contract, and any closing documents delivered at closing, constitute the entire agreement of the Parties concerning this transaction. There are no oral representations, warranties, agreements or promises pertaining to the sale of the Property by Seller to Purchaser not incorporated in this Contract, any exhibits and addenda, any documents provided by Seller to Purchaser pursuant to this Contract, or any closing documents delivered at closing.

K. **No Waiver of Default.** A failure of the non-defaulting Party to declare immediately a default shall not constitute a waiver of any provision of this Contract, unless this Contract expressly specifies a specific time for objection and a waiver upon a failure to timely object.

16. CONTRACT AS OFFER.

The execution of this Contract by the first Party to do so constitutes an offer to purchase or sell the Property. Unless within fifteen (15) days from the Effective Date of this Contract this Contract is accepted by the other Party and a fully executed copy is delivered to the first Party, the offer of this Contract shall be automatically revoked and terminated, and the Earnest Money, if any, shall be returned to Purchaser.

17. CHANGE OF POSSESSION.

Seller will deliver exclusive possession of the Property to Purchaser at closing.

18. DISCLAIMERS; RELEASES; AS-IS SALE.

PURCHASER HAS INSPECTED THE PROPERTY AND ACCEPTS IT AS-IS, AND ACKNOWLEDGES THAT SELLER MAKES NO WARRANTY OR REPRESENTATION REGARDING THE PROPERTY OR ITS CONDITION, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 8 ABOVE, OR OTHERWISE PROVIDED IN THIS CONTRACT AND THE WARRANTY OF TITLE WHICH WILL BE SET FORTH IN THE DEED. EXCEPT AS SET FORTH IN THIS CONTRACT AND IN THE DEED, PURCHASER ACKNOWLEDGES THAT SELLER MAKES NO WARRANTY OR REPRESENTATION THAT THE PROPERTY IS SUITABLE FOR PURCHASER'S INTENDED USE. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS CONTRACT, SELLER AND PURCHASER AGREE THAT EXCEPT AS SET FORTH IN THIS CONTRACT AND IN THE DEED, PURCHASER IS TAKING THE PROPERTY "AS IS," "WHERE IS" AND "WITH ALL FAULTS" AND WITH ANY AND ALL LATENT, AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO HABITABILITY, MARKETABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE) MADE BY SELLER WITH RESPECT TO THE PROPERTY, ALL OTHER REPRESENTATIONS AND WARRANTIES, BOTH EXPRESS AND IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED AND DENIED. PURCHASER ACKNOWLEDGES THAT IT HAS BEEN OR WILL BE GIVEN ADEQUATE TIME TO CONDUCT WHATEVER EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES OR TESTS OF THE PROPERTY AND ITS CONDITION AS PURCHASER MAY DESIRE OR DETERMINE WARRANTED, AND THAT EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS CONTRACT AND THE WARRANTY OF TITLE SET FORTH IN THE DEED, PURCHASER DISCLAIMS ANY RELIANCE ON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY OR ITS CONDITION BY SELLER OR ANY OF SELLER'S AFFILIATES OR ANY MEMBER, OFFICER, DIRECTOR, TRUSTEE, BROKER, AGENT, EMPLOYEE OR OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES, BUT PURCHASER IS RELYING SOLELY ON ITS OWN EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES OR TESTS OF THE PROPERTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING WITHOUT LIMITATION.

19. COMMISSIONS.

Both parties represent and warrant to each other that neither has dealt with any broker or finder in respect to the transaction contemplated hereby. Purchaser and Seller covenant and agree that each will, to the extent permitted by law, hold the other

Signed on this _____ day of _____, 2025.

BURLESON, TEXAS 4A ECONOMIC
DEVELOPMENT CORPORATION,

SELLER

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____, _____ of the Burleson 4A Economic Development
Corporation, a nonprofit Corporation organized under Title 12, Subtitle C1, of the Texas
Local Government Code, known to me to be the person whose name is subscribed to
the foregoing instrument, and acknowledged to me that he executed the same for the
purpose and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____,
202__.

[SEAL]

Notary Public in and for the State of Texas

Printed/Typed Name of Notary

My Commission Expires: _____

EARNEST MONEY RECEIPT

The undersigned certifies that the above-named Purchaser has paid to Truly Title of Burleson the sum of Fifty Thousand Dollars and no cents (\$50,000.00) on this _____ day of _____, 2025.

TRULY TITLE OF BURLESON

By: _____

Name: _____

Title: _____

101 NW Ellison Street Unit 105
Burleson, Texas 76028

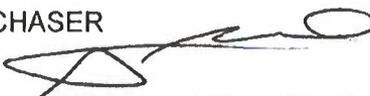
SIGNATURE PAGES

Seller and Purchaser have executed this Contract on the dates which follow below their respective signatures.

Signed on this 27th day of February, 2025.

1451, LLC, a Texas limited liability company,

PURCHASER

By: 

Name: Rustin Mayse

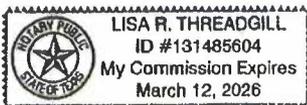
Title: Owner

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Rustin Mayse, Owner of 1451, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of FEBRUARY, 2025.

[SEAL]





Notary Public in and for the State of Texas

Lisa Threadgill

Printed/Typed Name of Notary
My Commission Expires: 3/12/26

harmless from and against all liabilities, claims, demands and actions by third parties for brokerage, commission, finder's or other fees relative to negotiation or execution of this Contract, or the purchase and sale of the Property, and any court costs, attorneys' fees or other costs or expenses arising therefrom. This paragraph shall survive any termination or closing of this Contract.

20. TEXAS REAL ESTATE LICENSING ACT.

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

21. NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES.

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

22. TIME OF THE ESSENCE.

Time is of the essence in this Contract of Sale.

[SIGNATURE PAGES TO FOLLOW]

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EXHIBIT A

Map of Site

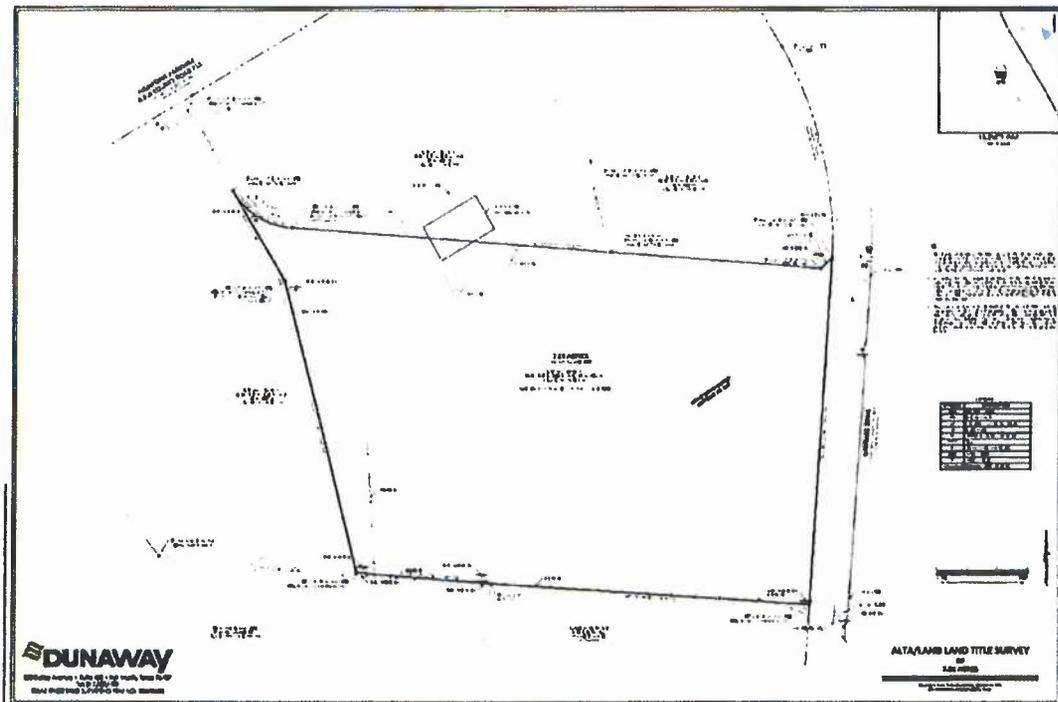


EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

Being a 7.01 acre tract of land situated in the Hiram Lewis Survey, Abstract Number 517, Johnson County, Texas, in the City of Burleson, being all of Lot 1R1, Block 7, Highpoint Business Park of Burleson, according to the plat recorded in Volume 10, Page 734, Plat Records of Johnson County, Texas.

EXHIBIT C

FORM OF SPECIAL WARRANTY DEED

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

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

The Burleson 4A Economic Development Corporation, a nonprofit corporation organized under Title 12, Subtitle C1 of Title 12 of the Texas Local Government Code (Chapters 501 through 505) ("**Grantor**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by 1451, LLC, a Texas limited liability company ("**Grantee**"), the receipt and sufficiency of which are hereby acknowledged, and subject to the reservations described below, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee the real property located in Johnson County, Texas, described on EXHIBIT A, attached hereto, together with Grantor's rights, title, and interest in and to adjacent streets, easements, alleys, rights-of-way, and any adjacent strips or gores of real estate (the "**Land**"), together with all and singular the rights, privileges and easements appurtenant thereto, and all water, wastewater and other utility rights relating to the Property, and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Property, in each case to the extent assignable (the "**Ancillary Rights**") (collectively, the Land and the Ancillary Rights, are the "**Property**").

This conveyance is made by Grantor and accepted by Grantee subject to the matters listed within the Economic Development Performance Agreement between the Grantor and the Grantee, and any permitted encumbrances shown on EXHIBIT B, which is incorporated herein in its entirety.

GRANTEE IS RELYING ON GRANTEE'S OWN DUE DILIGENCE INVESTIGATION IN MAKING ITS DECISION TO PURCHASE THE PROPERTY AND HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF GRANTOR OR ANYONE ACTING ON BEHALF OF GRANTOR, EXCEPT FOR THE WARRANTY OF TITLE SET FORTH IN THIS DEED AND THE REPRESENTATIONS AND WARRANTIES OF GRANTOR EXPRESSLY SET FORTH IN THAT CERTAIN REAL

ESTATE PURCHASE AGREEMENT DATED _____, BY AND BETWEEN GRANTOR, AS SELLER, AND GRANTEE, AS PURCHASER (THE "**PURCHASE AGREEMENT**"), EXCEPT AS SET FORTH IN THIS DEED AND IN THE PURCHASE AGREEMENT, THE PROPERTY IS BEING SOLD "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Right to Repurchase. Grantor and Grantee's affiliate KMP Plumbing, LLC ("**KMP**") have entered into an Economic Development and Performance Agreement executed to be effective on February 27th 2025 (the "**Economic Development Agreement**"), which is incorporated herein by reference and which also includes performance obligations of the KMP and required plans for the "**Project**", as that term is defined in the Economic Development Agreement. Pursuant to the Economic Development Agreement, KMP shall pour a building foundation acceptable to the City of Burleson building official on or before February 28, 2026, subject to extension as provided therein. If KMP fails to pour a building foundation acceptable to the City of Burleson building official on or before February 28, 2026, as such date may be extended, and notice of KMP's failure is not cured within ninety (90) days of being notified by the Grantor, then Grantor shall have the right, but not the duty, to repurchase the Property for the Purchase Price (as that term is defined in the Purchase Agreement).

All taxes and other assessments assessed against the Property for the year 2025 have been prorated or otherwise settled between the parties, and Grantee assumes and agrees to pay such taxes and assessments in full. If this Special Warranty Deed or Grantee's use of the Property after the date hereof results in additional taxes or assessments for periods before the date hereof, such taxes and assessments shall be the obligation of and paid by Grantor, except where exempt, provided however, under no circumstances shall Grantee have any obligation for the payment of such taxes or related interest and penalties.

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

[SIGNATURE PAGES TO FOLLOW]

EXECUTED to be effective the ____ day of _____.

GRANTOR:

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, a nonprofit Corporation organized under Title 12, Subtitle C1, of the Texas Local Government Code

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of the Burleson 4A Economic Development Corporation, a nonprofit Corporation organized under Title 12, Subtitle C1, of the Texas Local Government Code, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 202__.

[SEAL]

Notary Public in and for the State of Texas

Printed/Typed Name of Notary
My Commission Expires: _____

EXHIBIT A – to form of special warranty deed

LEGAL DESCRIPTION

Being a 7.01 acre tract of land situated in the Hiram Lewis Survey, Abstract Number 517, Johnson County, Texas, in the City of Burleson, being all of Lot 1R1, Block 7, Highpoint Business Park of Burleson, according to the plat recorded in Volume 10, Page 734, Plat Records of Johnson County, Texas.

EXHIBIT B – to form of special warranty deed

PERMITTED ENCUMBRANCES

1845513-v2/17812-003000