UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	Chapter 11
	§	
LURIN REAL ESTATE HOLDINGS XXI, LLC, *et al.*	§	Case No. 26-90344 (ARP)
	§	
	§	(Jointly Administered)
Debtors.[1]	§	
	§	
	§	

NOTICE OF SELECTION OF STALKING HORSE BIDDER FOR FITZROY DEBTOR
[Relates to Docket Nos. 446 and 448]

PLEASE TAKE NOTICE that on June 19, 2026, the United States Bankruptcy Court for the Southern District of Texas (the "Court") entered the *Order (I) Approving Bidding Procedures for the Sale of Substantially All Assets of Lurin Real Estate Holdings LXV, LLC, (II) Approving Bid Protections, (III) Scheduling Certain Dates with Respect Thereto, (IV) Approving the Form and Manner of Notice Thereof, (V) Approving Contract Assumption and Assignment Procedures, (VI) Authorizing Designation of Stalking Horse Bidder, and (VII) Granting Related Relief* [Docket No. 446] (the "Bidding Procedures Order").[2]

PLEASE TAKE FURTHER NOTICE that in accordance with the Bidding Procedures Order and the Bidding Procedures attached thereto, the Debtors filed the *Notice of Extended Deadline to Designate Stalking Horse Bidder for the Sale of Substantially All Assets of Lurin Real Estate Holdings LXV, LLC* [Docket No. 448], which extended the deadline for the Debtors to select a Stalking Horse Bidder to June 29, 2026.

PLEASE TAKE FURTHER NOTICE that on the date hereof the Debtors selected Weidner Real Estate Holdings LLC ("Weidner") to act as the Stalking Horse Bidder, substantially on the terms of and in accordance with the Real Estate Purchase Agreement attached hereto as **Exhibit A**. The Purchase Price for the Project proposed to be sold to Weidner is $50,000,000.00.

PLEASE TAKE FURTHER NOTICE that, consistent with the Bidding Procedures Order and the Bidding Procedures, the Real Estate Purchase Agreement provides for, among other things, (a) a Break-up Fee $1,500,000.00 (*i.e.*, equal to three percent (3%) of the Purchase Price) and (b) an Expense Reimbursement up to an aggregate amount of $250,000.00.

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://restructuring.ra.kroll.com/Lurin/Home-Index. The location of the Debtors' service address is: 2101 Cedar Springs, Suite 1050, Dallas, TX 75201.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Bidding Procedures Order, the Bidding Procedures, or the Real Estate Purchase Agreement, as applicable.

PLEASE TAKE FURTHER NOTICE that any objection to the designation of the Stalking Horse Bidder or to the Bid Protections set forth herein and in the Stalking Horse Agreement (a "Stalking Horse Objection") shall be **filed no later than 5:00 p.m. (prevailing Central Time) on July 3, 2026** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that if a timely Stalking Horse Objection is filed, the proposed designation of the Stalking Horse Bidder and Bid Protections provided for under the Real Estate Purchase Agreement shall not be deemed approved unless approved by separate order of the Court.

PLEASE TAKE FURTHER NOTICE that if no Stalking Horse Objection is timely filed and served, the Debtors' selection of Weidner as the Stalking Horse Bidder, entry into the Real Estate Purchase Agreement, and the Bid Protections being offered to Weidner shall be deemed approved without further order of the Court upon the expiration of the Objection Deadline.

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Dated: June 26, 2026
Houston, Texas

By: */s/ Joshua W. Wolfshohl*
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COUNSEL FOR DEBTORS AND DEBTORS IN POSSESSION

Certificate of Service

I certify that on June 26, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Joshua W. Wolfshohl
Joshua W. Wolfshohl

Exhibit A

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "**Agreement**") is made and entered into as of the 24th day of June, 2026, by and between **LURIN REAL ESTATE HOLDINGS LXV, LLC**, a Delaware limited liability company ("**Seller**"), and **WEIDNER REAL ESTATE HOLDINGS LLC**, a Delaware limited liability company (together with its permitted assign, "**Purchaser**").

INTRODUCTORY PROVISIONS

A. Seller is the owner of a multi-family apartment project known as "Fitzroy Grove" with an address of 2950 S. Fitzroy Place, Rogers, Arkansas 72758, located on certain real property more particularly described on **Exhibit A** attached hereto and incorporated herein by reference.

B. Upon and subject to the terms and conditions of this Agreement, Seller has offered to sell, and Purchaser is willing to purchase, said real property, the improvements thereon, and certain personal property owned by Seller as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the respective covenants, agreements and obligations hereinafter set forth, Seller and Purchaser do hereby agree as follows:

AGREEMENTS

ARTICLE 1
SALE AND PURCHASE

1.1 Upon and subject to the terms and conditions set forth in this Agreement, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, the following (collectively, the "**Project**" or "**Property**"):

(a) The real property described in **Exhibit A** (the "**Land**"), together with all rights, privileges and appurtenances of Seller pertaining thereto (the "**Appurtenant Rights**"), including, but not limited to, all rights, titles and interests of Seller in and to (i) roads, streets, ways, alleys, easements, or strips or gores of land adjoining the real property; (ii) oil, gas and other minerals in, on, or under or above that may be produced from the real property; (iii) rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages, appurtenances, riparian or littoral rights, if any, appertaining or in any way belonging to the real property, including any water rights; and (iv) all rights, title and interest of Seller in and to all sewage treatment capacity, water capacity and utilities, if any, which service the real property (all of the foregoing property and rights hereinafter collectively referred to as the "**Real Property**");

(b) All buildings, structures, improvements, parking areas and fixtures placed, constructed or installed on the Real Property as of the Closing Date (hereinafter defined) (the "**Improvements**");

(c) Seller's right, title and interest in and to all fixtures, machinery, tools, signs, systems, equipment, including office equipment, furnishings and furniture, all tangible and intangible personal property, all replacements of any of the foregoing, and all inventories and supplies whether now owned or hereafter acquired, as all of the foregoing described property may be located in, on, about, or solely used in connection with the operation of, the Real Property (collectively, the "**Personal Property**"), including, without limitation, all of the following: all furniture, furnishings and carpeting; all heating, lighting, plumbing, water, sewer, ventilating, exhaust, electrical, gas, refrigeration, air-conditioning, fire protection, communications, security and life/safety fixtures, equipment and systems; all hot water heaters, furnaces, heating controls, motors and boiler pressure systems and equipment; all incinerating, disposal, cleaning, maintenance, janitorial and landscaping equipment; all fuels; all appliances; all office equipment and supplies; and all furniture and furnishings, excluding only (i) such items of furniture, furnishings, tools and trade fixtures as are owned by tenants ("**Tenants**") renting and occupying space on the Real Property and Improvements under leases or subleases and rental agreements ("**Tenant Leases**"), and (ii) such items as are leased by Seller from third parties or otherwise owned by third parties;

(d) Seller's right, title and interest in and to all Tenant Leases and all security deposits and any prepaid rents ("**Tenant Deposits**") held in connection with Tenant Leases, if any;

(e) Subject to Paragraph 4.18 below, Seller's right, title and interest in and to all rights and benefits of Seller in, under and to all maintenance, service, equipment, garbage disposal, guard, security, pest control, vending, concession, landscaping, gardening, cleaning, janitorial, burglar alarm and fire alarm, and all other service and operating contracts and agreements relating to the use and maintenance of the Real Property, the Improvements and the Personal Property (collectively, "**Service Contracts**"), including without limitation those set forth on **Exhibit I** attached hereto and incorporated herein, but only to the extent such Service Contracts are designated as Assumed Service Contracts (as defined in Paragraph 4.18 below) in accordance with the terms hereof;

(f) Seller's right, title and interest, to the extent assignable, in all warranties and guaranties relating to the Real Property, Improvements and Personal Property, if any (collectively, "**Warranties and Guarantees**");

(g) All telephone numbers owned by Seller used solely in connection with the Real Property (other than Tenants' telephone numbers) ("**Telephone Numbers**"). The Telephone Numbers shall not include any telephone numbers owned by the Seller, Manager or any leasing agent which are also associated with operations other than the Project;

(h) To the extent assignable, Seller's right, title and interest in all certificates, permits, licenses, authorizations and approvals relating or pertaining to the Real Property, Improvements and Personal Property (collectively, "**Permits**");

(i) All of Seller's intellectual property relating solely to the Project including the name "Fitzroy Grove" and all software relating solely the Project and the Tenant Leases to the extent owned by Seller (the "**Intellectual Property**");

(j) Seller's right, title and interest in any promotional material, leasing material and forms, records relating to tenants, market studies, keys and other materials of any kind in Seller's possession used in the continuing operation of the Improvements (collectively, "**Promotional Materials**");

(k) All of Seller's right, title and interest in and to all marks, names and trade names, and all logos, and all applications in respect thereof (if any) which are used solely in connection with the Project; and

(l) Any and all other rights, privileges and appurtenances owned by Seller and solely related to, or used in connection with, the operation of the Real Property, Improvements, Personal Property and all other property described foregoing.

1.2 Notwithstanding Paragraph 1.1, the Project shall not include, Purchaser shall not acquire, and Seller shall retain:

(a) All bank accounts, certificates of deposit, securities, bonds, cash, cash equivalents, and other investments (including Tenant Deposits, the aggregate amount of which, if any, shall instead be credited against the Purchase Price);

(b) Insurance policies, including without limitation rights to coverage and refunds of premiums; provided insurance proceeds shall be treated in accordance with Article 6 (to the extent applicable);

(c) Seller's accounting and income tax records (except those necessary for the calculation of operating expenses for the Project; provided, however, that Seller may retain a copy of all such records;

(d) Plans and Studies and Promotional Materials to the extent not pertaining to the Project;

(e) Documents pertaining to existing ownership or management entities, including but not limited to existing Project management contracts; and

(f) All of Seller's right, title and interest in and to all marks, names and trade names, and all logos, and all applications in respect thereof which are used in connection with the Project, except for the Intellectual Property.

ARTICLE 2
PURCHASE PRICE

The purchase price for the Project (the "**Purchase Price**") is FIFTY MILLION AND 00/100ths DOLLARS ($50,000,000.00) and shall be paid or delivered to Seller by Purchaser at Closing, subject to Closing prorations and credits as provided in this Agreement, by wire transfer of immediately available funds to the Title Company (defined below).

ARTICLE 3
EARNEST MONEY DEPOSIT

3.1 Purchaser shall deposit in cash via wire transfer with First American Title Insurance Company, 2425 East Camelback Road, Suite 300, Phoenix, Arizona 85016, Attention: Alix Graham (the "**Title Company**"), the sum of FIVE MILLION AND 00/100 DOLLARS ($5,000,000.00) (the "**Earnest Money Deposit**") within two (2) business days after this Agreement, in counterparts executed by Seller and Purchaser, has been deposited with the Title Company pursuant to Paragraph 8.1 of this Agreement. Failure of Purchaser to so deposit the Earnest Money Deposit shall, at the option of Seller by notice in writing to Purchaser prior to the time Purchaser deposits the Earnest Money Deposit, render this Agreement null and void and of no force or effect (other than with respect to the obligations and indemnities set forth in the Agreement which survive termination). Notwithstanding anything herein to the contrary, it is expressly agreed that ONE HUNDRED AND NO/100 DOLLARS ($100.00) of the Earnest Money Deposit is given as Independent Consideration (herein so called) for Purchaser's right to terminate this Agreement prior to the expiration of the Inspection Period, is not refundable for any reason, shall be applicable to the Purchase Price at Closing, and in the event of any termination hereof shall be disbursed to Seller without any further instruction from the parties hereto.

3.2 The Earnest Money Deposit shall be placed in an interest-bearing account by the Title Company. As used in this Agreement, the term "Earnest Money Deposit" shall include all interest earned thereon.

3.3 Notwithstanding anything herein to the contrary, it is expressly acknowledged and agreed that from and after the expiration or earlier waiver of the Inspection Period (hereinafter defined), the Earnest Money Deposit shall be non-refundable to Purchaser for any reason other than in connection with a termination of this Agreement in accordance with the terms and provisions of Paragraphs 4.3, 4.15, 4.18, 6.1, 6.2, 6.3, 7.2 or 12.5 hereof.

3.4 At Closing, the Earnest Money Deposit shall be applied as a credit against the Purchase Price to be paid by Purchaser to Seller. If Closing does not occur, the Earnest Money Deposit shall be disbursed by the Title Company as required by this Agreement.

ARTICLE 4
TITLE, SURVEYS AND INSPECTIONS

4.1 From the Effective Date and until the Closing Date, Seller shall: (a) maintain and operate the Project in substantially the same manner as Seller has heretofore done; (b) continue the Leases and all Service Contracts relative to the Project in full force and effect and neither cancel, amend, nor renew any of the same other than in the ordinary course of Seller's business; (c) not commit or permit to be committed any material physical waste to the Project; (d) not, without the prior written consent of Purchaser, enter into any lease, other than standard tenant leases with rental rates and other terms substantially similar to existing Tenant Leases, or other agreement or instrument or take any action that would encumber the Project after Closing, that would bind Purchaser or the Project after Closing; and (e) maintain all insurance policies or contracts relative to the Project in full force and effect as they exist on the Effective Date. The foregoing notwithstanding, Seller may enter into new leases for apartment units located within the Improvements in the ordinary course of Seller's business without Purchaser's consent. Seller shall promptly notify Purchaser of any Service Contract entered into after the Effective Date and shall not enter into any new Service Contract without Purchaser's prior written consent, which consent shall be deemed given by Purchaser if within five (5) days after Seller's request Seller does not receive written notice from Purchaser disapproving of such agreement, instrument or action with reasonable specificity as to the reason for such disapproval.

4.2 Within three (3) days after the Effective Date, Seller shall deliver or cause to be delivered to Purchaser, at Seller's cost, a Commitment for Title Insurance (the "**Title Commitment**") issued by the Title Company for a Texas Form T-1 owner policy of title insurance respecting the Real Property, together with copies of all of the underlying documents referenced therein and a copy of Seller's most recent survey of the Project (the "**Existing Survey**"). Purchaser may obtain an updated or new survey (the "**Updated Survey**"), at Purchaser's sole expense and, in such case, will furnish a copy of same to Seller and Title Company. Notwithstanding the foregoing, it is understood and agreed that if Purchaser obtains an Updated Survey, it must make objections to matters thereon within the Title Review Period, as defined in Paragraph 4.3 below.

4.3 Purchaser shall have until and through three (3) days prior to expiration of the Inspection Period (the "**Title Review Period**") to notify Seller of specific objections that Purchaser has to the Title Commitment (including any exception documents) and the Existing Survey or the Updated Survey (as applicable, the "**Survey**"). Upon expiration of said Title Review Period, if Purchaser has not notified Seller of any unacceptable items in the Title Commitment (including any exception documents) or Survey, Purchaser shall be deemed to have accepted all exceptions to title referenced in the Title Commitment and all matters shown on the Survey, and such accepted exceptions shall be included in the term "**Permitted Exceptions**" as used herein; provided, however, regardless of whether Purchaser objects thereto, the Property shall be conveyed to Purchaser at the Closing free and clear of all liens, claims, and encumbrances pursuant to 11 U.S.C. §363(f). In the event Purchaser does object to any matters shown in the Title Commitment (including any exception documents) or the Survey within the Title Review Period, Seller shall have a period of three (3) days, commencing on and with the date of Seller's receipt of such notice of objections and ending at 5:00 p.m. Local Time (as defined in Paragraph 4.6 below) on the third (3^{rd}) day thereafter (the "**Election Period**"), to notify Purchaser of Seller's election to cure or not cure any one or more of such objections, it being understood and agreed that Seller has no duty or obligation to cure or attempt to cure such objections; provided however, that the parties understand and agree that without any objection thereto being made by Purchaser, Seller shall have the obligation to remove or cause to be removed, at Closing, all monetary liens arising by, through or under Seller affecting the Project. In the event that Seller is unable or unwilling to cure Purchaser's objections prior to the expiration of the Election Period, Seller shall notify Purchaser in writing of such fact prior to the expiration of the Election Period, it being understood and agreed that if Seller fails to provide such notice, Seller shall be deemed to have elected not to cure any such objections. In such event, or if Seller shall fail to provide any such notice to Purchaser, Purchaser shall have until the second (2^{nd}) day following the Election Period, within which to either waive Purchaser's objections in writing and accept title to the Project subject to the matters which Seller has been unable or unwilling to cure, without diminution of the Purchase Price or terminate this Agreement in writing and neither Seller nor Purchaser shall have any further obligation hereunder, except as to those obligations provided for herein which are stated to survive termination of this Agreement. If Purchaser does not so waive such objections in writing or so terminate this Agreement in writing Purchaser shall be deemed to have waived Purchaser's objections and accepted the Project subject to the matters which Seller has been unable or unwilling to eliminate and such accepted exceptions shall be included in the term "Permitted Exceptions" (subject to the obligation of Seller at the Closing to convey the Property free and clear of all liens, claims, and encumbrances pursuant to 11 U.S.C. §363(f)).

4.4 Within three (3) business days after the Effective Date, Seller shall also, at Seller's option, either deliver to Purchaser or make available to Purchaser on a data sharing website (or with respect to the Tenant Leases, at the Project) for review and copying at Purchaser's sole cost and expense the documents listed on **Exhibit B** attached hereto and made a part hereof (the "**Documents**"), but only to the extent existing and in the possession or control of Seller, all of which Documents will be delivered (if at all) without representation or recourse, including without limitation as to accuracy or completeness.

4.5 Notwithstanding the foregoing Paragraph 4.4, Seller will have no obligation to deliver to Purchaser any of the following confidential and proprietary materials ("**Proprietary Information**"): (1) information contained in Seller's credit reports, credit authorizations, credit or financial analyses or projections, investment analyses, account summaries or other internal documents relating to the Project, including any valuation documents and information regarding the value of the Project; (2) material which is subject to attorney-client privilege or which is attorney work product; (3) appraisal reports, letters (other than non-confidential correspondence relating to the operation of the Project, including, without limitation, correspondence to or from tenants of the Project), or loan matters; or (4) material which Seller is legally or contractually required to maintain as confidential.

4.6 Purchaser, and Purchaser's designated employees, agents and representatives, shall have a period of time (the "**Inspection Period**"), commencing on the Effective Date and ending at 5:00 p.m.

"**Local Time**" (defined to mean the standard or daylight savings time then in effect in Houston, Texas) on the twenty-third (23rd) day after the Effective Date, to:

(a) Inspect and examine the Project and, subject to the rights of all Tenants all of the units within the Project; and

(b) Conduct feasibility, engineering, environmental and other tests, studies and inspections as may be commercially reasonable, except that Purchaser shall not perform any invasive testing except pursuant to Paragraph 4.9 below.

4.7 All of the inspections and examinations to be performed by Purchaser pursuant to Paragraph 4.6 hereof shall, except as otherwise permitted by Seller, be performed during normal business hours of the Project and upon reasonable (at least forty-eight (48) hours) advance notice to Seller. Subject to the terms of this Agreement, Seller shall make all parts of the Project available to Purchaser and Purchaser's employees, agents and representatives during the Inspection Period and shall cause Seller's employees and agents to cooperate in every reasonable way with Purchaser. Seller has the right to accompany Purchaser and Purchaser's employees, agents and representatives during any inspection of the Project. Purchaser will at all times conduct such due diligence in compliance with applicable laws and in a manner so as to not cause damage, loss, cost or expense to Seller, or the Project and without unreasonably interfering with or disturbing Seller. As a condition to Purchaser's entry onto the Real Property, Purchaser shall provide Seller with evidence of commercial general liability insurance covering all activities related to its inspections and examinations, which insurance shall name Seller as an additional insured and have limits of not less than One Million and No/100 Dollars ($1,000,000.00) with respect to bodily injury or death to any number of persons in any one accident or occurrence and with respect to property damage in any one accident or occurrence. Purchaser will promptly restore any damage to the Project caused by Purchaser's inspection to its condition immediately preceding such inspections and examinations and will keep the Project free and clear of any mechanic's liens or materialmen's liens in connection with such inspections and examinations.

4.8 Purchaser will keep all information and data received or discovered in connection with the due diligence inspections of the Project strictly confidential in accordance with Paragraph 11.14 hereof.

4.9 Any intrusive physical testing (environmental, structural or otherwise) at the Project (such as soil borings or the like) will be conducted by Purchaser only after obtaining Seller's prior written consent to such testing, which consent shall not be unreasonably withheld, and which consent shall be given or withheld within three (3) business days after Purchaser's request therefor. Consent may be conditioned upon, among other things, Seller's approval of the following: (a) the contractor who will be conducting such testing; (b) such contractor's insurance coverage as provided herein; (c) the scope, method and nature of the testing to be performed by such contractor; and (d) the written agreement by such contractor to be bound by the confidentiality provisions of Paragraph 11.14 of this Agreement. Purchaser will promptly restore any damage to the Project caused by any testing allowed under this Paragraph 4.9 substantially to its condition immediately preceding such testing and will keep the Project free and clear of any mechanic's liens or materialmen's liens in connection with such inspections and examinations.

4.10 Intentionally omitted.

4.11 To the maximum extent allowed by applicable law, **PURCHASER WILL INDEMNIFY, PROTECT, DEFEND AND HOLD SELLER HARMLESS FROM AND AGAINST ANY OBLIGATION, LIABILITY, CLAIM (INCLUDING ANY CLAIM FOR DAMAGE TO**

PROPERTY OR INJURY TO OR DEATH OF ANY PERSONS), LIEN OR ENCUMBRANCE, LOSS, DAMAGE, COST OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, WHETHER OR NOT LEGAL PROCEEDINGS ARE INSTITUTED, IN ANY WAY ARISING FROM THE INSPECTIONS OR EXAMINATIONS OF THE PROJECT BY PURCHASER OR ITS AGENTS OR CONTRACTORS; PROVIDED THAT PURCHASER SHALL HAVE NO LIABILITY FOR PRE-EXISTING CONDITIONS MERELY DISCOVERED OR DISCLOSED BY ANY INSPECTION OF THE PROJECT OR IMPROVEMENTS OR LOSS OR DAMAGE RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER OR ANY OF ITS EMPLOYEES, OFFICERS, MEMBERS, AGENTS, GUESTS, INVITEES, TENANTS, OR AFFILIATES. The indemnity which is the subject of this sentence shall not cover liability arising from the physical condition of the Project or the identification by Purchaser of a matter unless such physical condition or matter is created by or exacerbated by Purchaser or its contractors, in which case Purchaser shall only be liable for the exacerbation of such physical condition or matter. Such agreement to repair and restore, and to indemnify and hold harmless Seller, shall survive Closing or any termination of this Agreement notwithstanding any provision to the contrary in this Agreement.

4.12 Purchaser hereby acknowledges and agrees that, being given the opportunity to inspect the Project, if this transaction is consummated, except as expressly set forth in Paragraph 9 below, Purchaser will be purchasing the Project pursuant to Purchaser's independent examination, study, inspection and knowledge of the Project and Purchaser is relying upon its own determination of the value and condition of the Project and not on any information provided or to be provided by Seller. Purchaser further acknowledges and agrees that any information provided or to be provided with respect to the Project was or will be obtained from a variety of sources and that Seller has not made and will not be obligated to make any independent investigation or verification of such information and, except as may be expressly provided in Paragraph 9 below, Seller makes no representations or warranties of any kind as to the accuracy or completeness of such information.

4.13 Upon the written request of Seller, Purchaser shall return to Seller all copies Purchaser has made or received of the Documents and all copies of any studies, reports or test results regarding any part of the Project obtained by Purchaser, before or after the execution of this Agreement, in connection with Purchaser's inspection of the Project (collectively, "**Purchaser's Information**") promptly following the time this Agreement is terminated for any reason, provided that Seller hereby acknowledges that any such studies, reports and test results shall be delivered to Seller without representation or warranty by Purchaser.

4.14 During the pendency of this Agreement, Purchaser shall not contact any Tenants or prospective tenants of the Project without the prior written approval of Seller, which approval shall not be unreasonably withheld, conditioned, or delayed.

4.15 Purchaser may, at Purchaser's sole discretion and option, for any reason, at any time prior to the expiration of the Inspection Period, elect to terminate this Agreement and not purchase the Project, by giving written notice to Seller of such election to terminate (the "**Termination Notice**") whereupon the Title Company shall promptly refund the Earnest Money Deposit less the Independent Consideration to Purchaser and distribute the Independent Consideration to Seller. If Purchaser fails to deliver the Termination Notice to Seller prior to the expiration of the Inspection Period, Purchaser shall be deemed to have waived the right to terminate this Agreement pursuant to this Paragraph 4.15. Only if Purchaser delivers the Termination Notice prior to the expiration of the Inspection Period, this Agreement shall terminate, and neither Seller nor Purchaser shall have any further obligation under this Agreement, except as to those obligations provided for herein which are stated to survive termination of this Agreement.

4.16 The following shall be conditions precedent to Seller's obligations to close the transaction which is the subject of this Agreement that as of the Closing Date (i) any material representations of Purchaser contained in this Agreement shall be true and correct as of the Closing Date, with the same force and effect as if such representations were made at and as of such time; and (ii) all of the terms, covenants and conditions of this Agreement to be complied with or performed by Purchaser at or before the Closing Date shall have been complied with or performed in all material respects.

4.17 The following shall be conditions precedent to Purchaser's obligations to close the transaction which is the subject of this Agreement that as of the Closing Date (i) any representations of Seller contained in this Agreement shall be true and correct as of the Closing Date in all material respects, with the same force and effect as if such representations were made at and as of such time; and (ii) all of the terms, covenants and conditions of this Agreement to be complied with or performed by Seller at or before the Closing Date shall have been complied with or performed in all material respects; (iii) as of the Closing Date, the Title Company is irrevocably prepared to issue its title policy to Purchaser subject only to the Permitted Exceptions; and (iv) Seller shall have received approval of the transaction set forth in this Agreement by the Bankruptcy Court (hereafter defined), as more fully described in Article 12 hereof (including without limitation issuance of the Sale Order).

4.18 Service Contracts.

(a) **<u>Exhibit I</u>** sets forth all Service Contracts in effect as of the Effective Date, together with Seller's good-faith estimate of the cure amount required under §365(b)(1) of the Bankruptcy Code with respect to each such Service Contract (each, an "**Estimated Cure Amount**"). Purchaser shall notify Seller in writing no later than five (5) Business Days prior the hearing to consider approval of the sale (the "**Assumption Election Deadline**") designating each Service Contract as either (i) an "**Assumed Service Contract**" to be assumed by Seller and assigned to Purchaser at Closing pursuant to §365 of the Bankruptcy Code, or (ii) a "**Rejected Service Contract**" to be rejected by Seller pursuant to the Sale Order or a separate order of the Bankruptcy Court. If Purchaser fails to designate a Service Contract by the Assumption Election Deadline, such Service Contract shall be deemed a Rejected Service Contract. Purchaser may, with Seller's consent (not to be unreasonably withheld, conditioned or delayed), add Service Contracts to or remove Service Contracts from the Assumed Service Contracts schedule at any time prior to the Assumption Election Deadline. Any Service Contract not listed on **Exhibit I** as of the Effective Date and not consented to by Purchaser shall be deemed a Rejected Service Contract.

(b) Notwithstanding the foregoing, the Service Contracts identified on **Exhibit I** as "**Must-Take Service Contracts**" shall be designated as Assumed Service Contracts and Purchaser shall have no right to designate such contracts as Rejected Service Contracts unless (i) the Cure Amount (as finally determined) for any individual Must-Take Service Contract exceeds $35,000, or (ii) the aggregate Cure Amounts for all Assumed Service Contracts exceed the Cure Cap set forth in <u>Paragraph 4.18(d)</u>, in which case Purchaser may elect to remove such contract from the Assumed Service Contracts schedule by written notice to Seller within five (5) Business Days of Purchaser's receipt of notice of such determination. "**Cure Amount**" means, with respect to any Assumed Service Contract, the amount determined by the Bankruptcy Court (or agreed by Seller and the applicable counterparty) to be required to cure all defaults under such contract pursuant to §365(b)(1) of the Bankruptcy Code as a condition to assumption and assignment thereof.

(c) Seller shall be responsible for and shall pay, at or prior to Closing (or from escrow pursuant to <u>Paragraph 4.18(e)</u>), all Cure Amounts with respect to Assumed Service

Contracts, up to the Cure Cap set forth in Paragraph 4.18(d). Seller shall file or cause to be filed with the Bankruptcy Court a cure notice identifying all Assumed Service Contracts and the applicable Estimated Cure Amounts no later than the deadline established by the Bankruptcy Court's scheduling order or applicable local rules. Seller shall promptly provide Purchaser with copies of all cure objections received and shall not settle any cure objection in an amount exceeding $15,000 without Purchaser's prior written consent, not to be unreasonably withheld or delayed.

(d) If the aggregate Cure Amounts for all Assumed Service Contracts, as finally determined by the Bankruptcy Court or by agreement, exceed $200,000 (the "**Cure Cap**"), Purchaser may, by written notice to Seller delivered within five (5) Business Days of Purchaser's receipt of notice that the Cure Cap has been exceeded, either: (i) request in writing that Seller agree to a reduction in the Purchase Price on a dollar-for-dollar basis by the amount exceeding the Cure Cap, which Seller shall have two (2) Business Days to agree to and, if Seller does not agree to such Purchas Price reduction and Purchaser does not elect to waive the Cure Cap as set forth herein, Purchaser may terminate this Agreement and receive a return of the Earnest Money Deposit , or (ii) waive the Cure Cap and proceed to Closing, in which case Seller shall remain responsible for Cure Amounts up to the Cure Cap and Purchaser shall be responsible for all Cure Amounts in excess thereof. In lieu of terminating this Agreement, Purchaser may alternatively remove one or more Assumed Service Contracts from the assumption schedule to the extent necessary to bring aggregate Cure Amounts within the Cure Cap, provided such removal is effectuated prior to the deadline for filing amended assumption schedules with the Bankruptcy Court.

(e) If any Cure Amount is subject to a pending objection or dispute as of the Closing Date (a "**Disputed Cure Claim**"), the parties shall nevertheless proceed to Closing, and Seller shall deposit into an escrow account (the "**Cure Escrow**"), pursuant to escrow instructions mutually agreed upon by the parties, an amount equal to the maximum Disputed Cure Claim amount as asserted by the applicable counterparty (or as estimated by the Bankruptcy Court if no amount has been asserted), aggregate Cure Escrow not to exceed $300,000, with any excess above that amount constituting a closing condition failure or Purchaser termination right. Funds held in the Cure Escrow shall be released (i) to the applicable counterparty upon a final, non-appealable order of the Bankruptcy Court determining the Disputed Cure Claim, or (ii) to Seller to the extent the Disputed Cure Claim is resolved in an amount less than the escrowed amount. The Cure Escrow obligation shall survive Closing.

ARTICLE 5
CLOSING

5.1 Provided that this Agreement has not been earlier terminated in accordance with its terms, the date of closing of the transaction contemplated by this Agreement (the "**Closing Date**"), shall be, and the event of closing (the "**Closing**"), shall occur on or before the later of: (i) the date which is seven (7) days after the expiration or earlier waiver of the Inspection Period, and (ii) the date which is seven (7) days after entry of the Sale Order. Closing shall occur in the offices of the Title Company or at such other place as Seller and Purchaser may mutually agree, at such hour as Seller and Purchaser may mutually agree, but otherwise at 1:00 p.m. where Closing is to occur. The parties acknowledge and agree that Closing may occur by delivery in escrow of the items set forth in Paragraph 5.14 and Paragraph 5.15 hereof, and that neither party need be physically present at Closing.

5.2 Each party shall pay its share of the closing costs which are customarily paid by a Seller or Purchaser in a transaction of this character in the county where the Project is located, except as follows or as otherwise agreed:

(a) Seller shall pay the following Closing costs: (i) Seller's attorneys' fees and costs; (ii) the cost of the title examination and related searches and the cost of the premium for the owner's policy of title insurance to be issued to Purchaser, exclusive of any endorsements or revisions thereto requested or required by Purchaser and/or Purchaser's lender (the "**Owner's Policy**"); (iii) the costs of obtaining the release of the Project from all existing mortgages and other consensual liens and charges encumbering the Project; (iv) one-half (1/2) of Title Company's escrow/closing charges; (v) one-half (1/2) of all real property transfer taxes, documentary stamp taxes, deed taxes, and deed recording fees imposed by any applicable governmental authority or body in connection with the conveyance of the Project to Purchaser, including without limitation any tax imposed pursuant to Ark. Code Ann. § 26-60-105 or any successor statute, to the extent any such taxes or fees are not exempt pursuant to section 1146(a) of the Bankruptcy Code or the Sale Order; and (vi) other Closing costs not expressly identified in this Paragraph 5.2 and normally paid by sellers of comparable properties.

(b) Purchaser shall pay the following Closing costs: (i) Purchaser's attorneys' fees and costs; (ii) the costs and expenses of Purchaser's audits and inspections of the Project and matters pertaining thereto; (iii) any additional premiums for obtaining extended coverage and/or endorsements or revisions to the Owner's Policy, if such endorsements are desired by Purchaser and/or its lender; (iv) one-half (1/2) of the Title Company's escrow/closing charges; (v) the costs of any Updated Survey (including recertification of the Existing Survey); (vi) one-half (1/2) of real property transfer taxes, documentary stamp taxes, deed taxes, and deed recording fees imposed by any applicable governmental authority or body in connection with the conveyance of the Project to Purchaser, including without limitation any tax imposed pursuant to Ark. Code Ann. § 26-60-105 or any successor statute, to the extent any such taxes or fees are not exempt pursuant to section 1146(a) of the Bankruptcy Code or the Sale Order; and (vii) other Closing costs not expressly identified in this Paragraph 5.2 and normally paid by buyers of comparable properties.

5.3 Ad valorem and personal property taxes, and assessments for special or local improvements, with respect to the Project (to the extent applicable to either party) shall be prorated through the day prior to the Closing Date in accordance with customary practice in the county in which the Real Property is situated. If the Closing Date occurs before tax rates or assessments are established for the year of Closing, the apportionment of taxes shall be upon the basis of 104% of the most recent tax bill available, and such proration or credit shall be final at Closing. Any refunds of real estate taxes and/or assessments attributable to the period prior to Closing shall be paid to Seller upon receipt, whether such receipt occurs before or after Closing; provided, however, that (a) with respect to any tax protest or appeal pending as of the Closing Date (a "**Pending Protest**"), Seller shall promptly notify Purchaser thereof and any refunds or reductions resulting therefrom shall be apportioned between Seller and Purchaser as of the Closing Date in accordance with the proration methodology set forth in this Paragraph 5.3, (b) Purchaser shall have the right to continue, settle or withdraw any Pending Protest after Closing, and Seller shall reasonably cooperate with Purchaser in connection therewith, and (c) any tax refunds attributable in whole or in part to periods on or after the Closing Date shall be paid to Purchaser upon receipt.

5.4 Operating expenses and utility charges accrued through the day prior to the Closing Date shall be paid by Seller, and operating expenses and utility charges attributable to and accruing on the Closing Date and thereafter shall be paid by Purchaser. Purchaser shall cause all utility billing to be transferred into Purchaser's name as of the Closing Date. Seller shall use commercially reasonable efforts (and Purchaser shall reasonably cooperate in connection therewith) to effectuate any of the assignments described in the immediately preceding sentence. To the extent any such expenses and charges are not determinable as of the Closing Date, such expenses and charges shall be paid promptly upon receipt of an invoice therefor by the party obligated for payment thereof. Seller shall receive a credit for the amount of the deposits, if any, made by Seller for any property or contracts and that are transferred, conveyed and/or assigned to Purchaser at the Closing.

5.5 In the event of Closing and only in the event of Closing, Purchaser shall assume payment of all commissions, locator fees or brokerage fees for any new leases which are executed after Closing and Seller shall remain obligated to pay and liable for the payment of all commissions, locator fees and brokerage fees for any leases executed prior to Closing which obligations shall survive Closing.

5.6 All income from the Project attributable to the period of time beginning on the Closing Date and thereafter shall belong to Purchaser. All income from the Project attributable to the period of time ending on the day prior to the Closing Date shall belong to Seller. Purchaser or Seller, as the case may be, shall immediately remit to the other any such income collected by such party.

5.7 Between the Effective Date and the Closing Date, Seller shall use diligent efforts to deliver all Vacant Units (defined below) in Rent Ready Condition (defined below) at Closing. If any Vacant Units are not in Rent Ready Condition as of the Closing, Seller shall credit the Purchaser the Rent Ready Credit (defined below) at Closing. Purchaser shall be permitted to inspect all vacant apartment units prior to the Closing Date to verify the rent-ready condition thereof. As used in this Section, the term (i) "Rent Ready Condition" shall mean to be in a physical and finished condition that is "rent-ready" for occupancy by a new tenants (including, without limitation, that all standard appliances are present and installed in each such Vacant Unit), (ii) "Vacant Unit" shall mean any apartment or unit at the Project that is unoccupied as of the Closing Date and that was vacated by the Tenant most recently occupying such unit at least ten (10) days prior to the Closing (i.e., if a unit becomes vacant less than ten (10) days prior to the Closing, it is not a Vacant Unit as to which Seller's make ready obligations and/or any Rent Ready Credit apply) and (iii) "Rent Ready Credit" shall mean $1,200.00 for each Vacant Unit not in Rent Ready Condition at Closing.

5.8 Notwithstanding anything herein to the contrary, including without limitation Paragraph 5.6 above, at Closing, Seller shall receive a credit for the prorated portion of any unbilled utility income prior to Closing based on the average residential utility billing system ("**RUBS**") income billed in the last twelve (12) billing cycles. The credit shall be calculated by dividing the sum of the amounts collected from all of the residential Tenants for the three (3) most recently billed service periods prior to Closing by the number of days of service covered by those three (3) bills and multiplying said amount by the number of days in the period beginning on the date after the end of the most recently billed service period and ending on the date before Closing.

5.9 Rents and other amounts due from the Tenants under the Leases (collectively, "**Tenant Receivables**") and not collected by Seller as of Closing shall not be prorated between Seller and Purchaser at Closing but shall be apportioned on the basis of the period for which the same is payable and if, as and when collected, as described in this Paragraph 5.9. Tenant Receivables received from any Tenant under its Lease after Closing shall be applied in the following order of priority: (i) first, to Tenant Receivables first coming due after Closing and applicable to the period of time after Closing, which amount shall be retained by Purchaser; (ii) second, to payment of the current Tenant Receivables then due for the month in which the Closing Date occurs, which amount shall be apportioned between Purchaser and Seller as of the Closing Date (with Seller's portion thereof to be delivered to Seller), and (iii) thereafter, to delinquent Tenant Receivables which were due and payable as of Closing but not collected by Seller as of Closing (collectively, "**Uncollected Delinquent Tenant Receivables**"), which amount shall be delivered to Seller. Purchaser will bill for Uncollected Delinquent Tenant Receivables in the usual course of Purchaser's operation of the Project for up to six (6) months after Closing, but shall not be obligated to incur any cost or expense in connection therewith. It is further agreed, however, that Purchaser will not be obligated to institute any lawsuit or other collection procedures to collect Uncollected Delinquent Tenant Receivables and Seller shall not be entitled to pursue the collection of Uncollected Delinquent Tenant Receivables after Closing and shall have no right to cause any Tenant to be evicted or to exercise any other "landlord" remedy against any such Tenant other than to sue for collection. Any sums received by Purchaser to which Seller is entitled shall be held in trust for Seller on account of such past due rents payable to Seller, and Purchaser shall remit to Seller any such sums received by Purchaser to which Seller is entitled within ten (10) business days after receipt thereof less reasonable, actual costs and expenses of collection, including reasonable attorneys' fees, court costs and disbursements, if any. Seller expressly agrees that if Seller receives any amounts after the Closing Date which is attributable, in whole or in part, to any period after the Closing Date, Seller shall remit to Purchaser that portion of the monies so received by Seller to which Purchaser is entitled within ten (10) business days after receipt thereof.

5.10 Purchaser shall obtain Purchaser's own multi-peril and liability insurance on the Project and any refund payable with respect to the premium for Seller's insurance on the Project shall be paid to Seller.

5.11 Purchaser shall receive a credit against the Purchase Price in an amount equal to all Tenant Deposits (including prepaid rents) to which Tenants are entitled pursuant to the Tenant Leases.

5.12 Amounts paid or payable in respect of any Service Contracts assigned to Purchaser pursuant to the Assignment Agreement (hereinafter defined), shall be adjusted by and between Seller and Purchaser as of the close of business on the day of Closing.

5.13 If Closing prorations made pursuant to the provisions of this Agreement result in an amount due to Purchaser, then such amount shall be applied as a credit to Purchaser at Closing. If such prorations result in a payment due Seller, then the same shall be paid to Seller in addition to the portion of the Purchase Price payable at Closing.

5.14 At Closing, Seller shall deliver to Purchaser the following items and documents which, with respect to the latter, shall be duly executed and, where appropriate, acknowledged, together with any and all items or instruments necessary or appropriate thereto:

(a) A Special Warranty Deed ("**Deed**") in the form attached hereto as **Exhibit C**, conveying to Purchaser the Property in indefeasible fee simple, free and clear of any lien, encumbrance or exception (pursuant to 11 U.S.C. § 363(f)) other than the Permitted Exceptions;

(b) A Special Warranty Bill of Sale ("**Bill of Sale**") in the form attached hereto as **Exhibit D**;

(c) An Assignment and Assumption of Tenant Leases ("**Lease Assignment and Assumption**") in the form attached hereto as **Exhibit E**, and a notice to Tenants (the "**Tenant Notice Letter**") in the form attached hereto as **Exhibit F**. Purchaser covenants and agrees to deliver such Tenant Notice Letter to each Tenant promptly after Closing, and upon the request of Seller, to provide evidence thereof to Seller;

(d) A General Conveyance, Transfer and Assignment ("**General Conveyance, Transfer and Assignment Agreement**") in the form attached hereto as **Exhibit G**;

(e) A Non-Foreign Affidavit ("**Non-Foreign Affidavit**") in the form attached hereto as **Exhibit H**;

(f) A then current rent roll for the Project dated within 5 days of Closing (the "**Rent Roll**"), certified as being true and correct in all material respects;

(g) An irrevocable title commitment or proforma title insurance policy, binding the Title Company to issue the Owner Policy, insuring title to the Real Property and Improvements in Purchaser, in conformity with the Title Commitment and this Agreement, subject only to the Permitted Exceptions and recordation of the Deed (the "**Title Policy**");

(h) The original, executed Tenant Leases and lease files (which shall be delivered by leaving the same in the property management office at the Project);

(i) Such affidavits and certificates as the Title Company may reasonably request from Seller in order to issue the Owner Policy to Purchaser provided that the Seller shall not be required to incur any additional liability in connection with such certificates;

(j) Evidence acceptable to the Title Company as to the authority of the person or persons acting for Seller to the transactions contemplated by this Agreement and the execution and delivery of closing documents to be delivered by Seller at Closing;

(k) Keys and combinations to locks and other security devices located on the Project to the extent in the possession of Seller and not belonging to Tenants;

(l) The originals of all Service Contracts if in Seller's possession;

(m) The originals of all Warranties and Guaranties, Permits, and Promotional Materials, to the extent in Seller's possession;

(n) A Seller closing statement; and

(o) To the extent not previously provided, all of Seller's operation and management files to the extent not covered by Paragraph 1.2, which shall be delivered by leaving the same in the property management office at the Project.

5.15 At Closing, Purchaser shall deliver to Seller the following items and documents, which, with respect to the latter shall be duly executed and, where appropriate, acknowledged, together with any and all documents or instruments necessary or appropriate thereto:

(a) The Purchase Price, subject to Closing credits and prorations as provided in this Agreement by wire transfer of good funds to Title Company, less the Earnest Money Deposit which shall be applied to the Purchase Price;

(b) The Tenant Notice Letter, to be delivered by Purchaser to each Tenant who has executed a lease, advising each such Tenant of the sale of the Project, setting forth the specific amount of the Tenant Deposit of each such Tenant, if any, and transferring the responsibility for the return of each such Tenant's Tenant Deposit to Purchaser;

(c) An executed counterpart of the Lease Assignment and Assumption;

(d) An executed counterpart of the General Conveyance, Transfer and Assignment Agreement whereby Purchaser agrees to assume the obligations under the assigned agreements commencing on the Closing Date;

(e) Evidence acceptable to the Title Company as to the authority of persons and entities acting on behalf of Purchaser to execute and deliver the Closing documents to be delivered by Purchaser pursuant to the terms of this Agreement;

(f) The amount of any costs to be paid by Purchaser pursuant to this Agreement; and

(g) A Purchaser closing statement.

ARTICLE 6
CASUALTY AND CONDEMNATION

6.1 Should the Project be, partially or totally damaged by fire or other casualty prior to Closing, Seller shall promptly notify Purchaser of the same, whereupon Closing shall be automatically extended, on a day-by-day basis, for a period of up fifteen (15) days, which period may be extended for an additional fifteen (15) days at Purchaser's election upon written notice to Seller, during which time Seller shall use Seller's reasonable efforts to determine the cost of repairing the casualty damage to the condition of the Project existing immediately prior to such casualty damage, and, if available, provide Purchaser with (i) an independent estimate of the cost of such repair made by a reputable general contractor in the area of the Project who regularly performs the type of repair work required, and (ii) confirmation from the insurance companies insuring the Project against such casualty damage that insurance proceeds will be payable by such companies in respect of such damage to cover the estimated cost of repair (less any deductible amount payable by Seller under the applicable insurance policies). During such extension period, Purchaser shall have the right, exercisable at any time by written notice to Seller, to terminate this Agreement if Purchaser reasonably determines that the casualty is likely to result in repair costs equal to or exceeding the threshold set forth in Paragraph 6.1(a). If, despite such efforts by Seller, Seller cannot deliver the aforesaid items to Purchaser within such fifteen (15)-day period (or thirty (30)-day period if extended by Purchaser as provided above), this Agreement shall, at the option of Purchaser or Seller, terminate, whereupon the Earnest Money Deposit, less the Independent Consideration, shall be returned to Purchaser and neither Seller nor Purchaser shall have any further obligation under this Agreement, except as otherwise expressly provided for herein. If Seller does provide the aforesaid information to Purchaser within such thirty (30) day period, then upon Purchaser's receipt of such information:

(a) If the estimated cost of repair is equal to or greater than One Million and No/100 Dollars ($1,000,000.00), (as reasonably estimated by Purchaser if Seller does not furnish the aforesaid estimate) Purchaser shall have the election, exercisable within ten (10) days after receipt of notice to such effect from Seller to terminate this Agreement or continue in effect this Agreement by giving written notice thereof to Seller. If the estimated repair cost is at least One Million and No/100 Dollars ($1,000,000.00) and Purchaser gives written notice of termination to Seller, then Purchaser shall conclusively be deemed to have elected to terminate this Agreement, whereupon the Earnest Money Deposit, less the Independent Consideration, shall be returned to Purchaser and neither Seller nor Purchaser shall have any further rights or obligations under this Agreement, except for matters expressly provided in this Agreement to survive termination. If Purchaser does not elect to so terminate this Agreement as provided in the immediately preceding sentence, the purchase and sale of the Project shall be consummated as provided in this Agreement, in which event Seller shall assign to Purchaser Seller's rights to the insurance proceeds payable in respect of the casualty damage (less any repair and restoration costs and expenses incurred by Seller and approved by Purchaser, such approval not to be unreasonably withheld, conditioned or delayed) and pay to Purchaser the amount of the applicable deductible in respect of such insurance, (or the cost of repair, if such are less than the deductible) and deliver to Purchaser any insurance proceeds theretofore received by Seller in respect of such casualty damage. Notwithstanding the foregoing, if Seller is unable to assign such insurance proceeds or cause such proceeds to be available to Purchaser at Closing due to any restriction imposed by Lender, Purchaser shall have the right to terminate this Agreement by written notice to Seller, whereupon the Earnest Money Deposit, less the Independent Consideration, shall be returned to Purchaser and neither party shall have any further liability hereunder except for those obligations expressly stated herein to survive termination. Until Closing occurs the risk of all loss, destruction and damage to the Project by any casualty is borne by Seller.

(b) If the estimated cost of repair is less than One Million and No/100 Dollars ($1,000,000.00), Seller shall, at Seller's election, either (i) repair such damage to the condition existing immediately prior to the occurrence of such damage and be entitled to receive the full proceeds of insurance or other recovery in respect thereof, or (ii) assign all of Seller's rights to such insurance proceeds (less any repair and restoration costs incurred by Seller and approved by Purchaser, such approval not to be unreasonably withheld, conditioned or delayed) to Purchaser and pay to Purchaser any applicable deductible amount in respect of such insurance, (or the cost of repair, if such are less than the deductible) and Seller shall deliver to Purchaser at Closing any insurance proceeds then received by Seller and, in either of such events, Closing shall occur on the Closing Date, extended as aforesaid, with no reduction in the Purchase Price. Notwithstanding the foregoing, if Seller is unable to assign such insurance proceeds or cause such proceeds to be available to Purchaser at Closing due to any restriction imposed by Lender, Purchaser shall have the right to terminate this Agreement by written notice to Seller, whereupon the Earnest Money Deposit, less the Independent Consideration, shall be returned to Purchaser and neither party shall have any further liability hereunder except for those obligations expressly stated herein to survive termination.

6.2 In the event of condemnation or sale in lieu of condemnation of all or any material portion of the Project (being defined as either (i) a taking of a portion of the parking lot such that, after such taking, the Project would not be in compliance with applicable laws in terms of parking requirements, or (ii) a taking that includes any portion of any building on the Project prior to the Closing, Purchaser and Seller shall each have the option, to be exercised within ten (10) days after receipt of notice of such condemnation or sale, of terminating their respective obligations under this Agreement or electing to have this Agreement remain in full force and effect. In the event the parties elect not to terminate this Agreement, Seller shall assign to Purchaser any and all claims for the proceeds of such condemnation or sale to the extent the same are applicable to the Project, and Purchaser shall take title to the Project with the assignment of such proceeds and subject to such condemnation and without reduction of the Purchase Price. Notwithstanding the foregoing, if Seller is unable to assign such condemnation proceeds or claims to Purchaser at Closing due to any restriction imposed by Lender, Purchaser shall have the right to terminate this Agreement by written notice to Seller, whereupon the Earnest Money Deposit, less the Independent Consideration, shall be returned to Purchaser and neither party shall have any further liability hereunder except for those obligations expressly stated herein to survive termination. Should any party elect to terminate this Agreement under the provisions of this Paragraph 6.2, the Earnest Money Deposit, less the Independent Consideration, shall be returned to Purchaser and neither Purchaser nor Seller shall have any further rights or obligations hereunder, except as to those obligations provided for herein which are intended to survive termination of this Agreement.

6.3 In the event of any casualty or condemnation referenced above, the final decision and obligations of Seller including, without limitation, the disbursement of insurance or condemnation proceeds shall be subject to the consent and approval of Seller's lender ("**Lender**"), the holder of the liens and encumbrances securing Seller's financing. Seller shall use commercially reasonable efforts to obtain all consents and approvals required from Lender in connection with Seller's obligations under this Article 6 and shall keep Purchaser reasonably informed regarding the status of such efforts. Notwithstanding anything herein to the contrary, Seller's obligations under Paragraphs 6.1 and 6.2 shall not be excused by any failure or refusal of Lender to consent to any action contemplated thereby. If Lender prevents Seller from assigning to Purchaser any insurance proceeds, condemnation proceeds, claims, awards or other rights required to be assigned pursuant to Paragraph 6.1 or Paragraph 6.2, Purchaser shall have the right, exercisable by written notice to Seller, to terminate this Agreement, whereupon the Earnest Money Deposit, less the Independent Consideration, shall be returned to Purchaser and neither party shall have any further liability hereunder except for those obligations expressly stated herein to survive termination. Seller shall not voluntarily agree to any application, disbursement or use of insurance proceeds or condemnation awards that would impair Seller's ability to satisfy its obligations under this Article 6 without Purchaser's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 7
DEFAULT

7.1 If Purchaser fails to consummate this Agreement for any reason whatsoever other than Seller's default, Seller may, as Seller's sole remedy, terminate this Agreement and retain the Earnest Money Deposit as liquidated damages, in which event neither Purchaser nor Seller shall have any further obligations under this Agreement, except as to those obligations provided for herein which are intended to survive termination of this Agreement. Seller and Purchaser acknowledge the difficulty and inconvenience of ascertaining Seller's actual damages in the event of Purchaser's default and agree that the Earnest Money Deposit will be paid to Seller as liquidated damages and not as a penalty, which amount the parties agree is a reasonable sum considering all of the circumstances existing on the date of this Agreement, including, without limitation, the relationship of the amount of the Earnest Money Deposit to the range of harm to Seller that reasonably could be anticipated because of Purchaser's breach hereof, Seller's anticipated use of the proceeds of sale and the fact that proof of actual damages would be impracticable.

7.2 If Seller fails to consummate this Agreement for any reason whatsoever, other than Purchaser's default, Purchaser shall, as Purchaser's sole remedy, select any one of the following: (i) terminate this Agreement, be refunded the Earnest Money Deposit and reimbursed for the actual, out-of-pocket third-party fees, costs and expenses incurred and paid by Purchaser in connection with this Agreement and the transactions contemplated in this Agreement not to exceed $50,000.00 in the aggregate, and neither Seller nor Purchaser shall have any further obligations under this Agreement, except those matters expressly provided in this Agreement to survive termination; (ii) purchase the Project notwithstanding such default, pursuant to the remaining terms of this Agreement thereby waiving any claim for default or any claim for reimbursement to Purchaser; or (iii) enforce specific performance of Seller's obligation to convey the Project at Closing; provided, however, that any such action for specific performance must be instituted, if at all, by commencement of such action within sixty (60) days after Purchaser receives notice of the breach or alleged breach by Seller and, if such action is not so instituted within such period of time, the Purchaser shall be deemed conclusively to have waived the right to institute such action and to have elected to pursue the other remedies provided hereinabove; provided further, however, that no action for specific performance may be instituted by Purchaser against Seller with respect to any breach of a representation and warranty or failure of any condition due to any cause not reasonably within the control of Seller, Purchaser's remedies in such event being limited to termination or waiver as described above; provided, further, however, if specific performance is not available because Seller sold the Project to a third party in violation of this Agreement, then Purchaser shall have the right to pursue a claim in the amount equal to the difference between the Purchase Price and the amount that which Seller sold the Project to a third party. Purchaser hereby expressly waives its rights to seek damages of any kind or nature, including, without limitation, special, indirect or consequential damages in the event of Seller's default hereunder.

7.3 In the event of litigation between Seller and Purchaser regarding this Agreement, the prevailing party shall be entitled to recover all costs and expenses of such litigation, including reasonable attorneys' fees, from the other party, provided, however, all attorneys and professional fees and expenses of Seller related to the Bankruptcy Case shall be the responsibility of the Seller.

ARTICLE 8
EXECUTION OF AGREEMENT AND EFFECTIVE DATE

8.1 Immediately upon receipt of the Earnest Money Deposit by the Title Company, the Title Company shall execute this Agreement (or counterparts hereof) to evidence such receipt and shall thereupon provide a fully executed copy (or executed counterparts hereof) to each of Seller and Purchaser at their respective addresses for notice as set forth herein. The parties agree that this Agreement may be executed using electronic or *.pdf copies of the signature page hereof. Notwithstanding the foregoing, to the extent, and for whatever reason, originally executed signature pages are not exchanged, the parties further agree that signature pages executed via electronic or *.pdf shall be deemed to be and shall have the same effect as, originally executed signature pages.

8.2 The effective date of this Agreement (the "**Effective Date**") shall be the first date when this Agreement, executed by both Seller and Purchaser, is received by the Title Company.

ARTICLE 9
REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 Seller represents and warrants that, as of the Effective Date, and as of the Closing Date:

(a) There are no voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief law filed by Seller or pending against Seller or the Project, other than the Bankruptcy Case.

(b) Seller is a limited liability company and has all requisite power and authority to own Seller's property, operate Seller's business, enter into this Agreement and consummate the transactions herein contemplated, subject to the terms and conditions contained herein. This Agreement is a valid obligation of Seller and is binding upon Seller in accordance with the terms hereof, enforceable against Seller in accordance with its terms. The consummation by Seller of the transactions contemplated hereby do not, and at the Closing Date will not, (i) constitute a violation of any material order, rule or regulation applicable to Seller or the Project or of any court or of any federal or state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over Seller or the Project; or (ii) constitute a breach of any agreement to which Seller is a party.

(c) To Seller's actual knowledge (i) all of the Documents to be delivered to Purchaser pursuant to the terms of Paragraph 4.4 above are true, correct and complete in all material respects; and (ii) there are no leases, licenses or other occupancy agreements of any kind in force with respect to the Project other than the Tenant Leases. To Seller's actual knowledge,

(i) there are no oral promises, understandings, agreements or commitments between Seller and any other party for the use, occupancy or possession of the Project; and (ii) true, correct and complete copies of the Tenant Leases have been made available to Purchaser and such Tenant Leases comprise all occupancy or lease agreements in effect at the Project as of the date hereof. To Seller's actual knowledge, the list of Service Contracts attached hereto as Exhibit I is a list of all Service Contracts in effect with respect to the Project which may be binding upon Purchaser or the Project after the Closing Date and Seller has delivered to Purchaser true and complete copies of all Service Contracts. Except as set forth on Exhibit I, there are no service, management, maintenance or other similar type agreements or contracts relating to the operation, use, management or maintenance of the Project which shall survive the Closing, or for which Purchaser shall have any liability or obligation. All of the Service Contracts are in full force and effect and, to Seller's knowledge, free from material default.

(d) The Rent Roll is true, correct and complete in all material respects and it is a copy of the rent roll used by Seller in the ordinary course of its business. Except as set forth in the Rent Roll, (a) there are no lease brokerage agreements, leasing commission agreements, or other agreements providing for payments of any amounts for leasing activities or procuring tenants with respect to the Project, (b) no tenant has been given free rent, any concession in the payment of rent or any abatement of rent by Seller, (c) no tenant under any Tenant Lease is entitled to any leasehold improvement allowance, or work to be performed by Seller which has not been performed or payment against its obligation to pay rent; and no Lease grants and no tenant or other occupant possesses any right of first refusal or option to purchase the Project or any portion thereof, (d) no tenant under any Tenant Lease is delinquent in the payment of rent under its Tenant Lease or is otherwise in material default under its Tenant Lease, (e) no tenant under any Tenant Lease has provided Seller a written notice of default under its Tenant Lease that has not been cured; and (f) there are currently no outstanding or unpaid brokerage commissions or finder fees due in connection with the Tenant Leases.

(e) Seller has not received any written notice of any condemnation of all or any portion of the Project and, to the best of Seller's knowledge, no governmental or quasi-governmental authority has threatened any condemnation action against the Project.

(f) Seller has not received any written notice from any governmental authority that all or any portion of the Project is in violation of any applicable building codes or any other applicable local, state or federal law or regulation relating to the Project, specifically including, but not limited to, any zoning or land use laws or regulations, the Americans With Disabilities Act of 1990, as amended, or the federal Fair Housing Act, as amended from time to time.

(g) Other than the Bankruptcy Case, there is no pending or, to the best of Seller's knowledge, threatened litigation with respect to the Project, except for litigation covered by insurance policies (subject to customary deductibles).

(h) (i) Seller has duly filed all foreign, federal, state, county and local tax returns with respect to the Project and the Personal Property; and (ii) Seller has paid all taxes, assessments, amounts, interests and penalties due to any foreign, federal, county, local or other taxing authority with respect to the operation of the Project for all periods prior to the date hereof.

(i) Seller has no employees.

(j) Seller is not a "foreign person," "foreign trust" or "foreign corporation" within the meaning of the United States Foreign Investment in Real Property Tax Act of 1980 and the Internal Revenue Code of 1986, as subsequently amended.

(k) Neither Seller nor any person, group, entity or nation that Seller is acting, directly or indirectly for, or on behalf of, is named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or is otherwise a banned or blocked person, group, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control, and Seller is not engaging in the transactions contemplated by this Agreement, directly or indirectly, on behalf of, or instigating or facilitating the transactions contemplated by this Agreement, directly or indirectly, on behalf of, any such person, group, entity or nation. Seller is not engaging in the transactions contemplated by this Agreement, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. None of the funds of Seller have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity owners in Seller is prohibited by law or that the transactions contemplated by this Agreement, or this Agreement is or will be in violation of applicable law.

(l) Seller has not granted and there does not exist, any rights of offer, rights of first refusal or any other rights or options to purchase the Project (or any part thereof) or the interest of the Seller in the Project.

For purposes of the representations and warranties made in this Paragraph 9.1, the phrases "to the knowledge of Seller" or "to the best of Seller's knowledge" or any similar phrase used therein, shall mean the actual present and conscious awareness or knowledge of Jon Venetos without any duty of investigation ("**Seller's Representative**") who Seller represents and warrants is the most knowledgeable person in Seller's organization with regard to the information which is the subject of Seller's representations and warranties; provided that so qualifying Seller's knowledge shall in no event give rise to any personal liability on the part of Seller's Representative, or any other officer or employee of Seller, on account of any breach of any representation or warranty made by Seller herein.

9.2 Purchaser hereby represents, warrants, covenants and agrees as follows:

(a) Purchaser has the requisite authority to enter into this Agreement and deliver the Purchase Price and other items called for upon Closing, and the persons or entities signing this Agreement on behalf of Purchaser have the authority to so sign this Agreement on behalf of Purchaser;

(b) Neither the execution nor delivery of this Agreement by Purchaser will result in a violation or breach of any term or provision or constitute a default under any agreement to which Purchaser is a party; and,

(c) Purchaser covenants and agrees that it will not cause or allow the Project to be converted to or otherwise subject to a condominium regime (this provision surviving Closing).

9.3 All of the representations and warranties of Seller and Purchaser contained in this Agreement are material and shall merge into the Deed at Closing.

9.4 Except as otherwise specifically provided in Paragraph 9.1 of this Agreement or expressly set forth in any document provided by Seller to Purchaser in connection with Closing, Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to: (a) the nature, quality or condition of the Project, including, without limitation, the water, soil and geology; (b) the suitability of the Project for any and all activities and uses which Purchaser may conduct thereon; (c) the compliance of or by the Project or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (d) the habitability, merchantability or fitness for a particular purpose of the Project; (e) the presence of any endangered or threatened species on the Project, as well as the suitability of the Project as habitat for any of those species; (f) the accuracy or completeness of any materials provided to Purchaser under the provisions of Paragraph 4.4; or (g) any other matter with respect to the Project. WITHOUT LIMITING THE FOREGOING, SELLER DOES NOT MAKE AND HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCE ON, UNDER OR ABOUT THE PROJECT OR THE COMPLIANCE OR NON-COMPLIANCE OF THE PROJECT WITH ANY AND ALL FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAWS, ORDINANCES, REGULATIONS, ORDERS, DECREES OR RULES REGULATING, RELATING TO OR IMPOSING LIABILITY OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES.

9.5 THE OCCURRENCE OF THE CLOSING WILL CONSTITUTE AN ACKNOWLEDGEMENT BY PURCHASER THAT THE PROJECT WAS ACCEPTED WITHOUT REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, AND OTHERWISE IN AN “AS IS, WHERE IS, AND WITH ALL FAULTS” CONDITION BASED SOLELY ON PURCHASER’S OWN INSPECTION THEREOF, EXCEPT AS MAY BE EXPRESSLY PROVIDED IN PARAGRAPH 9.1 HEREOF OR IN ANY DOCUMENT PROVIDED BY SELLER TO PURCHASER IN CONNECTION WITH THE CLOSING.

9.6 EXCEPT WITH RESPECT TO THE EXPRESS PROVISIONS OF PARAGRAPH 9.1 HEREOF OR WITH RESPECT TO ANY EXPRESS REPRESENTATION OR WARRANTY OF SELLER IN ANY CLOSING DOCUMENT PROVIDED BY SELLER TO PURCHASER IN CONNECTION WITH THE CLOSING, EFFECTIVE ON THE CLOSING DATE AND TO THE MAXIMUM EXTENT ALLOWED BY TEXAS LAW, PURCHASER HEREBY RELEASES SELLER AND ANY AGENT, REPRESENTATIVE, AFFILIATE, OFFICER, SHAREHOLDER OR EMPLOYEE OF SELLER (A “**SELLER RELATED PARTY**”) FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES WHICH ANY PURCHASER OR ANY PARTY RELATED TO OR AFFILIATED WITH PURCHASER (A “**PURCHASER RELATED PARTY**”) HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO THE PHYSICAL CONDITION OF THE PROJECT, ANY CONSTRUCTION DEFECTS, ANY ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE PROJECT AND ANY ENVIRONMENTAL CONDITIONS AT, IN, ON OR UNDER THE PROJECT, AND PURCHASER WILL NOT LOOK TO SELLER OR ANY SELLER RELATED PARTY IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF. THIS RELEASE WILL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION. THIS RELEASE INCLUDES CLAIMS OF WHICH PURCHASER IS PRESENTLY UNAWARE OR WHICH PURCHASER DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY PURCHASER, WOULD MATERIALLY AFFECT PURCHASER’S RELEASE TO SELLER. PURCHASER’S RELEASE OF SELLER PURSUANT TO THIS PARAGRAPH 9.6 SPECIFICALLY EXCLUDES, HOWEVER, CLAIMS AS A RESULT OF SELLER’S BREACH OF THIS AGREEMENT, FRAUD OR INTENTIONAL MISREPRESENTATION

BY SELLER OR A SELLER RELATED PARTY, AND ANY THIRD-PARTY CLAIM WHICH ACCRUES PRIOR TO CLOSING.

9.7 TO THE EXTENT REQUIRED TO BE OPERATIVE, THE DISCLAIMERS, RELEASES AND/OR WARRANTIES CONTAINED IN THIS AGREEMENT ARE "CONSPICUOUS" FOR PURPOSES OF ANY APPLICABLE LAW, RULE, REGULATION OR ORDER.

9.8 THE PROVISIONS OF THIS ARTICLE 9 WILL SURVIVE THE CLOSING.

ARTICLE 10
BROKER FEES AND COMMISSIONS

Seller and Purchaser each agree to pay the commissions, if any, contracted by each of them, respectively, with a third party or parties, in accordance with separate agreements between the contracting parties; provided, however, that Seller agrees to pay the commission due to Cushman & Wakefield of Georgia, LLC (the "**Broker**") pursuant to the terms of a separate agreement between Seller and Broker. Seller and Purchaser warrant and represent to each other that all claims for brokerage fees, commissions or finders' or similar fees in connection with the transactions contemplated by this Agreement, insofar as such claims are based on agreements made by either party hereto, shall be paid by the contracting party hereto and the other party hereto shall have no obligation with respect thereto. Seller and Purchaser shall each indemnify and hold the other harmless from and against all liability, loss, cost, damage or expense (including but not limited to attorneys' fees and costs of litigation) which the other party suffers or incurs because of any claim by any broker, agent or finder claiming by, through or under such indemnifying party, whether or not such claim is meritorious, for any compensation with respect to the sale and purchase of the Project or the execution of this Agreement.

ARTICLE 11
MISCELLANEOUS

11.1 This Agreement and all of the terms, provisions and covenants contained herein apply to, are binding upon and inure to the benefit of the parties hereto, and subject to any restrictions on assignment contained herein, their respective successors and assigns. Except as otherwise expressly provided in this Agreement, Seller and Purchaser do not intend by any provision of this Agreement to confer any right, remedy or benefit upon any third party (express or implied), and no third party will be entitled to enforce or otherwise will acquire any right, remedy or benefit by reason of any provision of this Agreement.

11.2 Article and paragraph headings used in this Agreement are for reference and identification only and are not intended to in any way limit or amplify the terms and provisions of this Agreement.

11.3 Time is of the essence as to this Agreement and each and every provision hereof.

11.4 All notices, requests, demands, elections, offers, acceptances and other communications required or desired to be delivered hereunder shall be in writing and shall be deemed given, effective and received (whether refused or received) on the earliest of (a) the date of personal delivery; (b) ten (10) days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested; (c) one (1) business day after deposit with a national overnight air courier, fees prepaid; or (d) the date of transmission via electronic mail sent to the intended addressee at the address set forth below, provided that a copy of the electronic mail also is sent to the intended addressee by one of the means described in clauses (a) or (c) above; provided however, that if the notice is sent via electronic mail and the addressee responds via electronic mail, such response shall be deemed to constitute receipt by the addressee, in which case it shall not be necessary to send an original of the electronic mail communication as provided above. All of the communications describe in this Paragraph 11.4 shall be addressed to the appropriate party at its address listed below:

If to Seller:	Lurin Real Estate Holdings LXV, LLC c/o Lurin Advisors, LLC 2850 N. Harwood Street, Suite 1700 Dallas, Texas 75201 Attn: Jon Venetos Email: jvenetos@lurin.com
With a copy to:	Porter Hedges LLP 1000 Main Street, 36th Floor Houston, Texas 77002 Attn: Joshua Wolfshohl Email: jwolfshohl@porterhedges.com
If to Purchaser:	c/o Weidner Capital Management LLC 9757 NE Juanita Drive, Suite 300 Kirkland, Washington 98034 Attn: Ryan Schwarzer Email: ryansc@weidner.com
With a copy to:	Winstead PC 2728 N. Harwood Street, Suite 500 Dallas, Texas 75201 Attn: Michael F. Alessio; Evan Gordon Email: malessio@winstead.com; egordon@winstead.com

Each of the above-listed addressees and notice parties may change its, his or her address and number for notice purposes under this Paragraph 11.4 by delivering to the other addressees a written notice of change of address and number in a manner specified in this Paragraph 11.4 for delivery of notices; provided however, no such change of address or number shall be effective against another addressee until written notice of such change is actually received by such addressee. Attorneys for either party may give notices and other communications as provided herein for the party such attorney represents. For the purposes of this Agreement, a "business day" is a day which is not a Saturday, a Sunday, a legal holiday of the United States of America.

11.5 Purchaser shall not have the right to assign this Agreement or any interest herein without the express written consent of Seller, which consent may be withheld in Seller's sole discretion, provided that in the event Seller consents to such assignment, Purchaser shall remain liable for, and the assignee shall assume, all obligations of Purchaser hereunder. Notwithstanding the foregoing, Purchaser may, upon written notice to Seller, assign this Agreement and Purchaser's interest therein to an affiliate of Purchaser or to an entity in which Purchaser or an affiliate of entity is the general partner or managing member; provided however, that such assignee shall assume, in writing, Purchaser's obligations under this Agreement; and provided further that such assignment and assumption shall not release Purchaser from its obligations under this Agreement. For the purposes of this Agreement, "affiliate" shall mean, with respect to a party, any person or entity that controls, is controlled by or is under common control with such party, and "control" and its derivatives shall mean the ability, directly or indirectly, to direct or cause the direction of the management and policies of a person or entity, whether by percentage interest, voting securities, contract or otherwise.

11.6 This Agreement contains the entire agreement of Seller and Purchaser with respect to the subject matter hereof, and may not be varied, amended, or superseded except by written agreement between the parties hereto.

11.7 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Agreement a provision as close in meaning to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, and enforceable.

11.8 This Agreement is performable in the state in which the Real Property is located and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States, including the Bankruptcy Code, and the laws of such state. Without limiting any party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court will retain exclusive jurisdiction to enforce the terms of this Agreement and the Sale Order and to decide any claims or disputes that may arise or result from, or be connected with, this Agreement, any breach or default hereunder or the transactions contemplated hereby, and (ii) any and all proceedings related to the foregoing will be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and will receive notices at such locations as indicated in Paragraph 11.4 hereof; provided, however, that if the Bankruptcy Cases have been closed pursuant to section 350 of the Bankruptcy Code, and have not been reopened after request of the parties, Seller and Purchaser hereby irrevocably submit to the jurisdiction of any state or federal court sitting in the state in which the Real Property is located in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in a state or federal court sitting in the state in which the Real Property is located. Purchaser and Seller agree that the provisions of this Paragraph 11.8 shall survive the Closing of the transaction contemplated by this Agreement.

11.9 This Agreement may be executed in multiple counterparts, including electronic counterparts (such as *.pdf, DocuSign, or other similar method) each of which shall constitute an original hereof, and all of which taken together shall constitute one and the same agreement.

11.10 All references in this Agreement to exhibits are references to exhibits attached to this Agreement, all of which are made a part of this Agreement for all purposes. If any exhibit attached to this Agreement contains blanks, the same, and any exhibits thereto, shall be completed correctly and in accordance with the terms and provisions contained in this Agreement prior to or at the time of execution and delivery thereof.

11.11 Any reference to "day" or "days" in this Agreement shall, unless the context clearly requires otherwise, mean calendar days. Any reference to "business days" shall mean calendar days excluding Saturdays, Sundays, legal holidays of the United States of America.

11.12 Any time period provided herein (whether relating to delivery of documents or other items, or relating to the Inspection Period, Closing or any other matter) which ends on a day which is not a business day shall be deemed to be extended to, and to end on, the next business day succeeding such day.

11.13 Purchaser and Seller each acknowledge that the other party may elect to treat this transaction as part of an exchange as defined in Section 1031 of the Internal Revenue Code of 1986, as amended (an "**Alternative Transaction**"). Should either party so elect, the other party shall reasonably cooperate with the electing party in any such effort; provided, however, (i) the non-electing party shall not be obligated to incur any additional costs, expenses or liabilities in connection therewith, (ii) unless consented to by non-electing party (which consent will be reasonably granted), the time periods set forth in this Agreement shall not be altered in connection with the Alternative Transaction, and (iii) the electing party's obligations under this Agreement shall not be altered or modified thereby, regardless of the electing party's success or failure in accomplishing the Alternative Transaction.

11.14 Purchaser hereby covenants and agrees that, at all times after the Effective Date and prior to the Closing, unless consented to in writing by Seller, no press release or other public disclosure concerning this transaction will be made, and Purchaser will prevent disclosure of this transaction other than (a) to directors and officers of Purchaser, and employees, agents, attorneys, prospective lenders, consultants, advisors and affiliates of Purchaser who are involved in the ordinary course of business with this transaction, all of which will be instructed to comply with the confidentiality provision hereof, (b) in response to lawful process or subpoena or other valid or enforceable order of a court of competent jurisdiction (with notice thereof to Seller) or (c) in connection with any litigation arising out of this Agreement. Purchaser hereby acknowledges that all information furnished by Seller to Purchaser or obtained by Purchaser in the course of Purchaser's investigation of the Project, or in any way arising from or relating to any and all studies or entries upon the Project by Purchaser, its agents or representatives, will be treated as confidential information and further, that if any such confidential information is disclosed to third parties, Seller may suffer damages and irreparable harm. In connection therewith, Purchaser hereby expressly understands, acknowledges and agrees (a) that Purchaser will not disclose any of the contents or information contained in or obtained as a result of any reports or studies made in connection with Purchaser's investigation of the Project, in any form whatsoever (including, but not limited to, any oral information received by Purchaser during the course of Purchaser's inspection of the Project), to any party other than (i) Seller, Seller's employees, agents or representatives, or Purchaser's agents, employees, representatives, consultants or potential institutional lenders, (ii) in response to lawful process or subpoena or other valid or enforceable order of a court of competent jurisdiction (with notice thereof to Seller), and (iii) in connection with any litigation arising out of this Agreement, (b) that in making any disclosure of such information as permitted hereunder, Purchaser will advise said parties of the confidentiality of such information and the potential of damage to Seller and the liability of Purchaser and such other party as a result of any disclosure of such information by said party and (c) that Seller is relying on Purchaser's covenant not to disclose any of the contents or information contained in any such reports or investigations to third parties (all of which is deemed to be confidential information by the provisions of this Paragraph 11.14).

11.15 Any and all liabilities and obligations of Purchaser under this Agreement shall be satisfied solely out of the properties and assets of Purchaser, as they may exist from time to time, and in no event shall the properties or assets of the direct or indirect partners of Purchaser, or of the affiliate partnerships or corporations or successors or assigns of any such direct or indirect partners or affiliates, or the directors, officers or shareholders of any of the foregoing, be subject to satisfaction of any liabilities or obligations of Purchaser under this Agreement.

11.16 Notwithstanding any provision contained in this Agreement to the contrary, this Agreement is intended as and shall be deemed to be an agreement for the sale of assets and none of the provisions hereof shall be deemed to create any obligation or liability of any party to any person or entity that is not a party to this Agreement, whether under a third-party beneficiary theory, laws relating to transferee liabilities or otherwise. Purchaser shall not assume and shall not discharge or be liable for any debts, liabilities or obligations of Seller including, but not limited to, any (a) liabilities or obligations of Seller to its creditors, shareholders or owners, (b) liabilities or obligations of Seller with respect to any acts, events or transactions occurring prior to, on or after the Closing, (c) liabilities or obligations of Seller for any federal, state, county or local taxes, or (d) any contingent liabilities or obligations of Seller, whether known or unknown by Seller or Purchaser. Purchaser shall have no duty whatsoever to take any action or receive or make any payment or credit arising from or related to any services provided or costs incurred in connection with the management and operation of the Project or any business conducted on the Real Property prior to the Closing, including, but not limited to, any matters relating to cost reports, collections, audits, hearings, or legal action arising therefrom. The terms of this Paragraph 11.16 shall survive Closing.

ARTICLE 12
BANKRUPTCY MATTERS

12.1 Seller and certain of its affiliates are debtors and debtors in possession (together, the "**Debtors**") under title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "**Bankruptcy Code**"), having filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code on March 20, 2026, in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Bankruptcy Court**"), where the Debtors' bankruptcy cases are jointly administered under Case No. 26-90344 (collectively, the "**Bankruptcy Case**"). As a result of arm's length negotiations between Seller and Purchaser culminating in this Agreement, Seller is selling the Property to Purchaser free and clear of (i) all liens, interests, claims, or encumbrances in the Property and (ii) successor or transferee liability of Seller, or vicarious liability of Seller, pursuant to 11 U.S.C. § 363(f) of the Bankruptcy Code and otherwise, and this provision controls over any conflicting language contained in this Agreement. In addition, if there is any conflict between terms of this Agreement and any order issued by the Bankruptcy Court, the Bankruptcy Court's order shall supersede terms in this Agreement.

12.2 Bankruptcy Court Approval.

(a) This Agreement, the execution and delivery of hereof by the Seller and the Seller's ability to consummate the transactions and carry out its obligations set forth in this Agreement are subject, among other things, to approval by the Bankruptcy Court and the entry of the Sale Order.

(b) In the event an appeal is taken or a stay pending appeal is requested from the Sale Order, Seller shall promptly notify Purchaser of such appeal or stay request and shall provide to Purchaser promptly a copy of the related notice of appeal or order of stay. Seller shall also provide Purchaser with written notice of any motion or application filed in connection with any appeal from either of such orders.

12.3 From and after the date of execution of this Agreement and until the Closing Date, Seller shall use commercially reasonable efforts to deliver to Purchaser copies of all pleadings, motions, notices, statements, schedules, applications, reports and other papers that relate, in whole or in part, to this Agreement and the transactions contemplated hereby, or to Purchaser or their respective agents or representatives, that are to be filed by Seller in the Bankruptcy Case no later than twenty-four (24) hours in advance of their filing (or such shorter period as may be required by emergency circumstances, in which case Seller shall provide notice as promptly as practicable).

12.4 Seller will pursue diligently the entry of the Bidding Procedures Order (hereafter defined) (including Bankruptcy Court approval of the Break-Up Fee and Expense Reimbursement) and entry of the Sale Order under the procedures established under the Bidding Procedures Order unless Seller concludes in good faith, after consultation with Seller's outside advisors, that doing so would be inconsistent with the exercise of its fiduciary duties in the Bankruptcy Case and an alternative transaction on terms more favorable to the Seller's estate than the transactions contemplated by this Agreement is reasonably available to the Seller. Purchaser agrees that it will promptly take such actions as are commercially reasonable as requested by Seller to assist in obtaining entry of the Sale Order, including by furnishing affidavits or other documents or information necessary or required for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code. If the entry of the Bidding Procedures Order or the Sale Order is appealed, Seller and Purchaser will use their respective commercially reasonable efforts to defend such appeal(s) unless, in Seller's case, Seller concludes in good faith, after consultation with Seller's outside advisors, that doing so would constitute a breach of its fiduciary duties in the Bankruptcy Case.

12.5 Alternate Bids; Additional Termination Rights.

(a) This Agreement is subject to the consideration by Seller of higher or better competing bids with respect to any asset sale, stock sale, merger or reorganization pursuant to Bankruptcy Code section 363 or under any chapter 11 plan of reorganization the effect of which would be the direct or indirect transfer of all or substantially all of the Property or equity interests in a single transaction or a series of related transactions to one or more parties other than Purchaser or its affiliates, or any similar transaction that does not involve a sale of the Property to Purchaser. The Property will be subjected to further marketing and Seller shall consider additional bids pursuant to a competitive bidding process including, under certain circumstances, an auction (the "**Auction**") all in accordance with the Bidding Procedures (defined below). In connection therewith, Seller and Purchaser agree that this Agreement shall (i) remain in full force and effect in accordance with, and subject to, its terms and conditions, and (ii) serve as the "stalking horse" bid in such process.

(b) Seller may terminate this Agreement by written notice to Purchaser only upon the occurrence of both: (i) Seller selects a purchaser other than Purchaser as the highest and best bid for the Property (an "**Alternative Bid**")at the conclusion of the Auction; and (ii) Seller consummates a sale of the Property pursuant to such Alternative Bid. In the event that the Purchaser is not the successful bidder, then Purchaser shall be required to serve as a back-up bidder (so long as the final bid submitted by the Purchaser is the next highest bid submitted) to any Alternative Bid and to keep Purchaser's bid open and irrevocable until the earlier of (i) the second business day after the closing of the sale with the bidder who submitted the Alternative Bid, and (ii) sixty (60) days after the conclusion of the Auction.

(c) This Agreement may be terminated prior to Closing by Seller by written notice to Purchaser, before the entry of the Sale Order, if Seller concludes in good faith, after consultation with Seller's outside advisors, that consummating the transactions contemplated hereby would be inconsistent with the exercise of its fiduciary duties in the Bankruptcy Case.

(d) Purchaser may terminate this Agreement by written notice to the Seller if (i) the Bidding Procedures Order is not entered by the Bankruptcy Court by June 22, 2026; (ii) the Sale Order is not entered by the Bankruptcy Court by August 21, 2026; or (iii) Closing does not occur by September 30, 2026.

12.6 If Seller or Purchaser terminate this Agreement pursuant to Paragraph 12.4 or Paragraph 12.5, then as Purchaser's sole and exclusive remedy, Purchaser shall receive the Earnest Money, and, Seller shall immediately pay Purchaser the Break-Up Fee and Expense Reimbursement as liquidated damages (and not as a penalty); *provided, however*, that the Break-Up Fee and Expense Reimbursement shall not be payable in the event that Seller terminates this Agreement pursuant to Paragraph 7.1. The provision for payment of liquidated damages in this Paragraph 12.6 has been included because, in the event of a termination of this Agreement described in this Paragraph 12.6, the actual damages to be incurred by Purchaser can reasonably be expected to approximate the amount of liquidated damages called for herein and because the actual amount of such damages would be difficult if not impossible to measure accurately.

12.7 For the purpose of this Agreement, the following terms shall have the meanings ascribed below:

(a) "Bidding Procedures Order" means the order of the Bankruptcy Court, in a form reasonably acceptable to the Purchaser) the form of which is attached hereto as Exhibit J-1, which includes, among other things, approval of: (i) the Break-up Fee and Expense Reimbursement as an obligation of the Seller having super-priority, senior right in payment to all other administrative expense claims of the Seller, as an administrative expense under sections 503 and 507(b) of the Bankruptcy Code in the Bankruptcy Case, senior to all administrative expense claims of the Seller, notwithstanding anything to the contrary in any Bankruptcy Court orders approving the Seller's debtor-in-possession financing, and providing that the Break-Up Fee and Expense Reimbursement shall be paid, in cash, immediately when due in accordance with the provisions of this Agreement; (ii) the Purchaser's designation as the stalking horse bidder together with the provisions of this Agreement to be performed by the Seller; (iii) a deadline for the filing of objections to the entry of the Sale Order; (iv) a schedule for the Auction in accordance with the terms of this Agreement and the bidding procedures the form of which is attached hereto as Exhibit J-2; (v) a schedule for the Sale Hearing in accordance with the terms of this Agreement; and (vi) implementation of the bidding procedures attached as Exhibit J-2.

(b) "Break-Up Fee" means a fee payable by Seller in the amount of $1,500,000.00 in cash (i.e., three percent (3.0%) of the Purchase Price), which cash payment obligation shall constitute an administrative expense under sections 503 and 507(b) of the Bankruptcy Code in the Bankruptcy Case, senior to all administrative expense claims of the Seller, notwithstanding anything to the contrary in any Bankruptcy Court orders approving the Seller's debtor-in-possession financing and shall not be subject to impairment or discharge in the Bankruptcy Case.

(c) "Expense Reimbursement" means reimbursement by Seller to Purchaser of Purchaser's out-of-pocket costs and expenses incurred in connection with the negotiation, execution, and performance of this Agreement and the investigation and due diligence of the Property and the Seller, including reasonable attorneys' fees, environmental consultant fees, engineering and inspection fees, and travel costs, in an aggregate amount not to exceed $250,000, which reimbursement obligation shall constitute an administrative expense under sections 503 and 507(b) of the Bankruptcy Code, senior to all other administrative expense claims of the Seller, and shall not be subject to impairment or discharge in the Bankruptcy Case. Purchaser shall deliver to Seller reasonable supporting documentation for any claimed Expense Reimbursement within ten (10) Business Days of Seller's written request therefor.

(d) "Final Order" shall mean an order or judgment of the Bankruptcy Court that has not been reversed, vacated, stayed, modified or amended, and as to which (a) the time to appeal, petition for certiorari or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari or other proceedings for a new trial, reargument or rehearing shall then be pending, or (b) if an appeal, writ of certiorari, new trial, reargument or rehearing thereof has been sought, such order or judgment of the Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied or a new trial, reargument or rehearing shall have been denied with prejudice or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired; provided, however, that the possibility that a motion pursuant to Section 502(j) or 1144 of the Bankruptcy Code or under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed with respect to such order shall not cause such order to not be a Final Order.

(e) "Sale Order" means the order of the Bankruptcy Court, which has become a Final Order (unless such condition is waived in writing by Purchaser or the Title Company agrees to issue the Title Policy absent a Final Order) in form and substance reasonably acceptable to Purchaser and Seller, approving this Agreement and all of the terms and conditions hereof and approving and authorizing Seller to consummate the transactions contemplated hereby pursuant to sections 105, 363 and 365 of the Bankruptcy Code and providing, among other things, substantially as follows: (i) the Property sold to Purchaser pursuant to this Agreement will be transferred to Purchaser free and clear of all lien, all encumbrances (other than Permitted Exceptions) and claims; (ii) Purchaser has acted in "good faith" within the meaning of section 363(m) or other applicable section of the Bankruptcy Code and is entitled to the protections in section 363(m) of the Bankruptcy Code; (iii) this Agreement was negotiated, proposed and entered into by the parties without collusion, in good faith and from arm's length bargaining positions and is not subject to avoidance under section 363(n) of the Bankruptcy Code; (iv) the Bankruptcy Court will retain jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement, or the breach hereof; and (v) this Agreement and the transactions contemplated hereby may be specifically enforced against, and are not subject to rejection or avoidance by, Seller or any chapter 7 or chapter 11 trustee of Seller's estate. The form of the Sale Order is attached hereto as Exhibit J-3.

THE SUBMISSION OF THIS AGREEMENT FOR EXAMINATION IS NOT INTENDED TO, NOR WILL IT, CONSTITUTE AN OFFER TO SELL THE PROJECT, OR A RESERVATION OF, OR OPTION OR PROPOSAL OF ANY KIND FOR THE SALE OR PURCHASE OF THE PROJECT. IN NO EVENT WILL ANY DRAFT OF THIS AGREEMENT CREATE ANY OBLIGATION OR LIABILITY, IT BEING UNDERSTOOD THAT THIS AGREEMENT WILL BE EFFECTIVE AND BINDING ONLY WHEN A COUNTERPART HEREOF HAS BEEN EXECUTED AND DELIVERED BY EACH PARTY HERETO AND THE ESCROW DEPOSIT IS DELIVERED TO TITLE COMPANY.

[THE FOLLOWING PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:

LURIN REAL ESTATE HOLDINGS LXV, LLC,
a Delaware limited liability company

By:___________________________________
Name: Jon Venetos
Title:__________________________________

Date: June 26, 2026

PURCHASER:

WEIDNER REAL ESTATE HOLDINGS LLC,
a Delaware limited liability company

By:____________________________________
Name: Kevin Colard
Title: Chief Investment Officer

Date: June 24th, 2026

ACCEPTANCE BY TITLE COMPANY

The undersigned Title Company hereby acknowledges receipt of the Earnest Money Deposit from Purchaser, and a fully executed copy (or executed counterparts) of this Agreement. The Title Company agrees to hold and disburse the Earnest Money Deposit, as defined in this Agreement, in accordance with the terms and provisions of this Agreement. The Title Company acknowledges and agrees that the transactions contemplated herein are subject to the approval of the Bankruptcy Court, as more fully described in Article IX hereof.

Date Executed by Title Company:

_________________, 2026
(the "**Effective Date**")

First American Title Insurance Company

By: ____________________________________
Name: __________________________________
Title: ___________________________________

EXHIBIT A

LEGAL DESCRIPTION

[TO BE ATTACHED]

EXHIBIT B

DOCUMENTS TO BE DELIVERED

1. Current Rent Roll with Lease Charges (in excel)
2. Current T12 (in excel)
3. 2023, 2024, and 2025 T12 (in excel)
4. Lease Expiration Report
5. Current Aged Receivables Report
6. Tenant Demographic Report
7. Current staffing plan and compensation detail for on-site staff
8. Current inventory list of all personal property to be included in the sale
9. One full set of all reports and plans that are available including, but not limited to, Phase I Environmental Reports, Property Condition Reports, Zoning Reports, Architectural and Engineering studies, construction plans, and soil studies.
10. Documents relating to the current status of any pending litigation affecting the property and / or assets of the property.
11. A copy of the current year and prior year Annual Fire Marshall inspection.
12. A copy of the standard lease document (including all addendums and exhibits), along with any other lease documents still in use.
13. Copies of all current leases and amendments (left onsite and/or available via online access)
14. A copy of the 2023, 2024, 2025 and 2026 (if/when available) real estate tax valuations and tax bills from the appropriate county and/or jurisdiction. If applicable, please provide a Personal Property Tax itemized report, valuations, and bills.
15. Tenant cash ledgers, upon request
16. To the extent available, a copy of all utility billings which are/were the obligation of the seller for the past twelve months including, but not limited to, electric, gas, water, sewer, and cable and internet.
17. Most recent three months of detailed RUBS billing and collection history with coinciding utility bills
18. Contact information for RUBS billing account representatives
19. Copy of all third-party contracts including, but not limited to: internet, laundry, cable access agreement, cable and internet (for the office, clubhouse, or model unit(s)), telephone service, landscaping, pest control, copier/printer/equipment lease and maintenance agreements, advertising, security, package locker, alarm monitoring, etc.
    a. A list of all the third-party contracts categorized by assumable and non-assumable
20. A copy of fire, extended risk, liability, and other insurance policies and a schedule of premiums
21. Property and liability insurance loss runs report for the past 5 years
22. Copy of Certificates of Occupancy
23. Commercial Leases (if applicable)
    a. Previous year NNN reconciliation
    b. Current Year budget
24. List of all building / street address
25. Copy of Rental Criteria
26. Parking Log
27. The most recent ALTA Survey
28. Preliminary Title Report / Title Commitment
29. Rent Comp Survey from the management company
30. Detailed summary of all capital improvements, renovations, and maintenance
31. All documents and contracts (if available) relating to the construction / renovations, including guaranties and warranties

32. Marketing Materials (photos, site plans, floor plans, website URL, social media, etc.)
33. Excise tax affidavit
34. List of appliances in unit, with make, model, and serial number (if available)
35. Yardi Reports (or equivalent in Seller accounting system)
    a. Amenity Listing Report
    b. Amenity Listing Report by Unit
    c. Unit Statistics
    d. Rentable Items Directory
    e. Resident and Roommate Contact Information
36. Individual Tenant Renter's Insurance Policies
    a. Name of insured(s)
    b. Insured address (with apt. number)
    c. Insurance company name
    d. Policy effective dates
    e. Policy number
    f. Liability coverage dollar amount

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

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

THAT _______________________________, a _______________________, acting by and through, its duly authorized representative ("***Grantor***"), in consideration of the sum of Ten Dollars ($10.00) cash and other good and valuable considerations in hand paid by **_____________________,** a _____________________ ("***Grantee***"), the receipt of which is hereby acknowledged, has **GRANTED**, **SOLD**, and **CONVEYED** and by these presents does **GRANT**, **SELL**, and **CONVEY**, unto Grantee that certain real property situated in _________ County, Texas (the "***Land***") being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference for all purposes including all improvements, structures, and buildings thereon together with all of Grantor's right, title, and interest, if any, in (a) all streets, easements, alleys, rights of way, strips, gores, and roadways in, upon, and bounding the Land, and (b) all minerals in, on, or under the Land, (collectively with the Land hereinafter referred to herein as the "***Subject Property***").

This Special Warranty Deed is executed by Grantor and is accepted by Grantee subject to those matters expressly set forth or otherwise described in **Exhibit B** attached hereto and incorporated herein by reference for all purposes ("***Permitted Exceptions***").

TO HAVE AND TO HOLD the Subject Property, subject to the Permitted Exceptions, together with all and singular the rights, hereditaments, and appurtenances thereto belonging, unto the said Grantee, and Grantee's successors and assigns, forever. Grantor hereby binds itself, its successors, and its assigns to warrant and forever defend the title to the Subject Property unto the said Grantee, and Grantee's 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, subject to the Permitted Exceptions.

Ad valorem taxes for the year 202___ have been prorated between Grantor and Grantee through the date hereof and Grantee expressly assumes the payment of such taxes for such year and all subsequent years.

EXECUTED to be effective as of _______________, 202___.

GRANTOR:

____,
a ____

By:_______________________________________
Name:_____________________________________
Title:______________________________________

STATE OF TEXAS §
§
COUNTY OF ___________ §

This instrument was acknowledged before me on ____________, 202___, by ____________________, ______________________ of ________________________, a ______________________, on behalf of said ___________________.

____
Notary Public in and for
The State of TEXAS

EXHIBIT A
TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

[To be attached]

EXHIBIT B
TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

[TO BE ATTACHED]

EXHIBIT D

FORM OF SPECIAL WARRANTY BILL OF SALE

SPECIAL WARRANTY BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that ________________________, a ______________________ ("***Seller***"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to it in hand paid by __________________, a __________________ ("***Purchaser***"), has GRANTED, BARGAINED, SOLD, TRANSFERRED, and DELIVERED and by these presents does GRANT, BARGAIN, SELL, TRANSFER, and DELIVER unto Purchaser all personal property owned by Seller (the "***Personal Property***") located upon the lands described in **Exhibit A**, attached hereto and incorporated by reference.

The Personal Property is transferred in its "as is" condition on the date hereof, and Seller makes no representations or warranties as to merchantability, or fitness for any particular purpose, of the Personal Property.

TO HAVE AND TO HOLD the same unto the said Purchaser forever.

Seller hereby warrants that it is the sole owner of the Personal Property and that the Personal Property is free of any lien or encumbrance created or suffered by Seller.

IN WITNESS WHEREOF, Seller has hereunto set its hand and seal the _____ day of ________________, 202___.

SELLER:

____,
a ______________________________________

By:_____________________________________
Name:___________________________________
Title:____________________________________

EXHIBIT A
TO SPECIAL WARRANTY BILL OF SALE

LEGAL DESCRIPTION

[TO BE ATTACHED]

.

EXHIBIT E

FORM OF LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT ("***Assignment***"), is made as of the ____ day of _____________, 202___, by ____________________, a _________________ ("***Seller***"), to **_____________,** a ________________ ("***Purchaser***").

W I T N E S S E T H :

WHEREAS, by Real Estate Purchase Agreement, dated as of _____________, 2026 (as the same may be amended, the "***Purchase Agreement***"), between Seller and Purchaser, Seller agreed to sell to Purchaser certain real property described on **Exhibit A** attached hereto and made a part hereof and the buildings and other improvements located at ____, as more fully described in the Purchase Agreement (the "***Property***"); and

WHEREAS, the Purchase Agreement provides, *inter alia*, that Seller shall assign to Purchaser all of Seller's interest in and to the leases (including all security deposits thereunder) affecting the Property, as more fully provided in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Purchaser hereby agree as follows:

1. Transfer of Leases. Seller hereby assigns, sets over and transfers to Purchaser all of its right, title and interest, as landlord, in, to and under those certain leases listed on **Exhibit B** attached hereto and made a part hereof (the "***Leases***"). Seller agrees to indemnify, defend and hold harmless Purchaser from and against any and all claims, damages, costs, expenses and liabilities (including, without being limited to, reasonable attorneys' fees) of whatever kind or nature with respect to any claim, liability or obligation under the Leases arising or accruing on or prior to the date of this Assignment.

2. Transfer of Security Deposits and Prepaid Rents. Seller hereby assigns, sets over and transfers to Purchaser all of its right, title and interest in and to all security deposits, together with interest thereon owing to tenants under the Leases, if any, and prepaid rents and other sums held by Seller, as landlord, if any, under any of the Leases.

3. Assumption of Leases. Purchaser hereby accepts the foregoing assignment, acknowledges receipt of the Security Deposits, assumes and agrees to perform all of the terms, conditions, covenants and obligations of Seller under the Leases accruing after the date hereof, and including, but not limited to holding or applying all of the Security Deposits in accordance with the terms of the Leases under which the Security Deposits were made. Purchaser shall indemnify and hold harmless Seller from and against any and all claims, damages, costs, expenses and liabilities (including, without being limited to, reasonable attorneys' fees) of whatever kind or nature with respect to any claim, liability or obligation under the Leases arising or accruing after the date hereof. Seller shall indemnify and hold harmless Purchaser from and against any and all claims, damages, costs, expenses and liabilities (including, without being limited to, reasonable attorneys' fees) of whatever kind or nature with respect to any claim, liability or obligation under the Leases arising or accruing prior to the date hereof.

4. Limitation of Liability. Neither party shall have any recourse against any of the past, present or future, direct or indirect, shareholders, partners, members, managers, principals, directors, officers, agents, incorporators, affiliates or representatives of the other party or of any of the assets or property of any of the foregoing for the payment or collection of any amount, judgment, judicial process, arbitral award, fee or cost or for any other obligation or claim to the extent arising out of or based upon this Assignment and requiring the payment of money by such party.

5. Miscellaneous. This Assignment is made subject to, and in accordance with, the Sale Order entered by the Bankruptcy Court in connection with the Bankruptcy Case pursuant to which the Project was sold to Purchaser free and clear of all liens, claims, encumbrances, and interests pursuant to Section 363(f) of the Bankruptcy Code, including, without limitation, any claim arising from or relating to the Leases (including, but not limited to any cure amounts under Section 363(b) of the Bankruptcy Code) or the Project for any period prior to the date hereof, to the fullest extent provided in the Sale Order. Nothing in this Assignment shall be construed to expand, diminish, or otherwise modify the protections afforded to Purchaser under the Sale Order. This Assignment and the obligations of Seller and Purchaser hereunder shall survive the closing of the transactions referred to in the Purchase Agreement, shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and assigns, shall be governed by and construed in accordance with the laws of the State of Texas and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

(Signatures on following page)

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Assignment as of the day and year first above written.

SELLER:

____,
a _______________________________________

By:______________________________________
Name:____________________________________
Title:_____________________________________

PURCHASER:

____
a _______________________________________

By:______________________________________
Name:____________________________________
Title:_____________________________________

EXHIBIT A
TO LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

LEGAL DESCRIPTION OF LAND

[TO BE ATTACHED]

EXHIBIT B
TO LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

LIST OF LEASES AND OTHER OCCUPANCY AGREEMENTS

[TO BE ATTACHED]

EXHIBIT F

FORM OF TENANT NOTICE LETTER

[SELLER NAME]

_______________, 202___

____
____
____

Re: [_____________________] Apartments

Dear Tenant:

This is to inform you that _______________________, has this day sold the above referenced property to _________________ ("***Purchaser***"), and has transferred to Purchaser all leases and other matters relating to your tenancy.

Your security deposit in the amount of $______ and any prepaid rents under your lease have been transferred to the Purchaser and Purchaser shall be responsible for holding the same in accordance with your lease.

Purchaser has appointed ____________________ to manage the captioned property. You should pay all rent and other amounts and direct all notices and requests to:

____
Attention: _____________
____
____

Very truly yours,

____,
a ______________________________________

By:____________________________________
Name:__________________________________
Title:___________________________________

<u>ACKNOWLEDGED AND AGREED TO</u>:

PURCHASER:

______________________________________,
a ____________________________________

By:___________________________________
Name:_________________________________
Title:_______

EXHIBIT G

FORM OF GENERAL CONVEYANCE, TRANSFER, AND ASSIGNMENT

GENERAL CONVEYANCE, TRANSFER, AND ASSIGNMENT

THIS GENERAL CONVEYANCE, TRANSFER, AND ASSIGNMENT (this "***Assignment***"), is made as of the ____ day of _____________, 202___, by ______________________, a ____________________ ("***Seller***"), to _______________, a _____________ ("***Purchaser***").

W I T N E S S E T H :

WHEREAS, by Real Estate Purchase Agreement, dated as of _______________, 2026 (as the same may be amended, the "***Purchase Agreement***"), between Seller and Purchaser, Seller agreed to sell to Purchaser certain real property described on **Exhibit A** attached hereto and made a part hereof and the buildings and other improvements located at ______________________, as more fully described in the Purchase Agreement (the "***Property***"); and

WHEREAS, the Purchase Agreement provides, *inter alia*, that Seller shall assign to Purchaser certain certificates, licenses, permits, contracts and agreements and any trade name or logo applicable to the Property, as more fully provided in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Purchaser hereby agree as follows:

1. Transfer of Contracts and Agreements. Seller hereby assigns, sets over and transfers to Purchaser all of its right, title and interest in, to and under those certain service and maintenance and other contracts and agreements listed on **Exhibit B** attached hereto and made a part hereof (the "***Contracts***"), which Contracts constitute the Assumed Service Contracts as defined in, and assumed and assigned pursuant to, Section 365 of the Bankruptcy Code and Paragraph 4.18 of the Purchase Agreement and the Sale Order. Seller represents that all Cure Amounts with respect to the Contracts have been paid or reserved in the Cure Escrow in accordance with Paragraph 4.18 of the Purchase Agreement as a condition to the assumption and assignment of the Contracts hereunder. Seller agrees to indemnify, defend and hold harmless Purchaser from and against any loss, cost, claim, damage, liability or expense of whatever kind or nature arising or accruing under or in connection with the Contracts on or prior to the date hereof.

2. Transfer of Permits. To the extent assignable, Seller hereby assigns, sets over and transfers to Purchaser all of its right, title and interest in, to and under those certificates, licenses and permits, including those listed on **Exhibit C** attached hereto and made a part hereof and, to the extent assignable, any other permits and licenses (including any and all presently pending applications therefor), as holder, claimant, licensee, permittee, successor in interest, applicant and/or owner of the Property, issued by, or to be issued by, any and all federal, state, county, municipal and local governments, and all departments, commissions, boards, bureaus and offices thereof, having or claiming jurisdiction over the Property (collectively the "***Governmental Authorities***"), whether or not the same may presently be in full force and effect (collectively, the "***Permits***").

3. Transfer of Warranties and Guaranties. To the extent assignable, Seller hereby assigns, sets over and transfers to Purchaser all of its right, title and interest in, to and under all warranties and

guaranties relating to the Property, including those listed on **<u>Exhibit D</u>** attached hereto and made a part hereof.

4. <u>Assumption</u>. Purchaser hereby accepts the foregoing assignments set forth in Sections 1, 2, and 3 hereof, and assumes and agrees to perform all of the terms, conditions, covenants and obligations of Seller under the Contracts accruing after the date hereof. Purchaser agrees to indemnify and hold harmless Seller from and against any loss, cost, claim, damage, liability or expense of whatever kind or nature with respect to any claim, liability or obligation under the Contracts and the warranties and guaranties arising or accruing after the date of this Assignment. Seller agrees to indemnify and hold harmless Purchaser from and against any loss, cost, claim, damage, liability or expense of whatever kind or nature with respect to any claim, liability or obligation under the Contracts and the warranties and guaranties arising or accruing prior to the date of this Assignment. The indemnification obligations of Seller set forth in this Section 4 are in addition to, and not in lieu of, the protections afforded to Purchaser under the Sale Order, and nothing herein shall be construed to limit such protections.

5. <u>Limitation of Liability</u>. Neither party shall have any recourse against any of the past, present or future, direct or indirect, shareholders, partners, members, managers, principals, directors, officers, agents, incorporators, affiliates or representatives of the other party or of any of the assets or property of any of the foregoing for the payment or collection of any amount, judgment, judicial process, arbitral award, fee or cost or for any other obligation or claim to the extent arising out of or based upon this Assignment and requiring the payment of money by such party.

6. <u>Miscellaneous</u>. This Assignment is made subject to, and Purchaser's rights hereunder are supplemented by, the Sale Order entered by the Bankruptcy Court in connection with the Bankruptcy Case, pursuant to which the Property was sold to Purchaser free and clear of all liens, claims, encumbrances, and interests pursuant to Section 363(f) of the Bankruptcy Code, including, without limitation, any claim, liability or obligation arising from or relating to the Contracts (including, but not limited to any cure amounts under Section 363(b) of the Bankruptcy Code), Permits, or warranties and guaranties assigned hereunder or the Project for any period prior to the date hereof, to the fullest extent provided in the Sale Order. This Assignment and the obligations of Seller and Purchaser hereunder shall survive the closing of the transactions referred to in the Purchase Agreement, shall be binding upon and inure to the benefit of Seller and Purchaser, and their respective successors and assigns, shall be governed by and construed in accordance with the laws of the State of Texas and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

(Signatures on following page)

IN WITNESS WHEREOF, Seller has duly executed this Assignment as of the day and year first above written.

SELLER:

______________________________________,
a ____________________________________

By:___________________________________
Name:_________________________________
Title:________________________________

PURCHASER:

____
a ____________________________________

By:___________________________________
Name:_________________________________
Title:________________________________

EXHIBIT A
TO GENERAL CONVEYANCE, TRANSFER, AND ASSIGNMENT

LEGAL DESCRIPTION OF LAND

[TO BE ATTACHED]

EXHIBIT B
TO GENERAL CONVEYANCE, TRANSFER AND ASSIGNMENT

<u>LIST OF CONTRACTS</u>

1. Valet Services- Trash
2. Arkansas Fire- Sprinkler
3. Life Safety- Pump House Monitoring

EXHIBIT C
TO GENERAL CONVEYANCE, TRANSFER, AND ASSIGNMENT

LIST OF PERMITS

[TO BE ATTACHED]

EXHIBIT D
TO GENERAL CONVEYANCE, TRANSFER, AND ASSIGNMENT

LIST OF WARRANTIES AND GUARANTIES

[TO BE ATTACHED]

EXHIBIT H

FORM OF FIRPTA CERTIFICATION

CERTIFICATION

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by ___________________, a ___________________ ("***Seller***"), the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Seller's federal tax identification number is _______________;

3. Seller is not a disregarded entity; and

3. Seller's office address is ____________________.

Seller understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

Date: __________________, 202___.

_______________________________________,
a ______________________________________

By:____________________________________
Name:__________________________________
Title:___________________________________

STATE OF __________ §
§
COUNTY OF __________ §

This instrument was acknowledged before me on ___________, 202___, by _____________, ___________________ of ____________________, a ____________________, on behalf of said __________________.

____
Notary Public in and for
The State of ___________

EXHIBIT I

SERVICE CONTRACTS

1. Cintas - Maintenance Uniforms
2. Valet Services- Trash *
3. Broadband- Internet
4. Rent O Kil- Pest Control
5. Road Runner- Trash Removal
6. Arkansas Fire- Sprinkler *
7. Life Safety- Pump House Monitoring *

*Must Take Service Contract

EXHIBIT J-1

BIDDING PROCEDURES ORDER

[TO BE ATTACHED]

EXHIBIT J-2

BIDDING PROCEDURES

[TO BE ATTACHED]

EXHIBIT J-3

SALE ORDER

[TO BE ATTACHED]