

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is entered into by and between **FESCO, LTD**, a Texas limited partnership, (“**Seller**”), whose address is 1000 Fesco Avenue, Alice, Jim Wells County. Texas 78332, and **WEBB COUNTY, TEXAS**, a political subdivision of the State of Texas, acting through its commissioners court, (“**Buyer**” or “**Purchaser**”), whose address is 1000 Houston Street, Laredo, Texas 78040.

In consideration of the mutual covenants and representations herein contained, Seller and Buyer agree as follows:

1.

PURCHASE AND SALE.

1.1 Conveyance. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, the following described properties (collectively, the “Property”):

(a) Land. Those certain pieces or parcels of land (the “Land”) being: Tract I: 4801 Fesco Boulevard (Legal Description: Fesco Business Park-Unit One Subdivision, Block 1, Lot 9, (8.030 acres), Tract II: 4815 Fesco Boulevard (Legal Description: Fesco Business Park-Unit One Subdivision Replat, Block 1, Lot 10, (.6594 acres), Tract III: 4812 Fesco Boulevard (Legal Description: Fesco Business Park Subdivision Unit One Replat, Block 1, Lot 5A, (3.4838 acres), and Tract IV: ABSTRACT 469 PORCION 30, Jose Francisco Cordova Moreno Original Grantee (3.9206 acres being out of 44.086 Acre Tract described in a Deed to Fesco Ltd. recorded in Volume 1007, Pages 347-351 of the Official Public Records of Webb County, Texas, all pieces or parcels of land are located in Laredo, Webb County, Texas, and being more particularly described on Exhibit A and as depicted on Exhibit “B”, attached hereto and made a part hereof;

(b) Improvements. All buildings, structures, and other improvement including but not limited to (1) Offices, (2) Service Garage, Service Canopies, Commercial Canopy, Car Wash, Storage Room, Concrete Parking, Fences and Gates (collectively, the “Improvements”), in and on the Land;

(c) Tangible Personal Property. All of Seller’s rights, title and interest in any and to all fixtures, equipment, machinery and other personal property located on or about the Land and the Improvements (collectively, the “Tangible Personal Property”);

(d) Intangible Property. All of Seller’s right, title and interest in and to any and all intangible property (collectively, the “Intangible Property”) pertaining to the Land, the Improvements or the Tangible Personal Property, or the use thereof, including without limitation, licenses, permits and plans and specifications (the Tangible Personal Property, collectively, the “Personal Property”);

(e) Easements. All easements, if any, benefitting the Land or the Improvements; and

(f) Rights and Appurtenances. All rights and appurtenances pertaining to the foregoing, including without limitation any right, title and interest of Seller in and to the adjacent streets, alleys or rights-of-ways.

2.

PURCHASE PRICE

2.1 Purchase Price. The total consideration (the “**Purchase Price**”) to be paid for the Property shall be EIGHT MILLION ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$8,125,000.00). The Purchase Price, plus or minus prorations, shall be paid by Purchaser to Seller in cash, wire transfer or other immediately available funds and Purchaser shall deliver such funds before 3 p.m. Laredo, Texas time on the Closing Date.

3.

EARNEST MONEY.

3.1 Earnest Money. Earnest Money. Purchaser shall deliver to the Title Company (as defined in Section 4.2(a)), within three (3) business days following the Effective Date, the sum of SEVENTY-FIVE THOUSAND Dollars (\$75,000.00) in cash (the "Earnest Money") to be invested, at Purchaser's request, by the Title Company in an interest-bearing account as Purchaser shall direct. If the sale of the Property is consummated pursuant to the terms of this Agreement, the Earnest Money and all interest accrued thereon shall be applied to the payment of the Purchase Price. If Seller or Purchaser terminates this Agreement in accordance with any right to terminate granted in this Agreement, then the provisions of Article 9 hereof shall apply and, among other things, the Earnest Money and all interest accrued thereon shall be immediately returned to Purchaser. If Purchaser wrongfully terminates or otherwise breaches its obligations under this Agreement, then the Earnest Money shall be paid over to Seller in accordance with the provisions of Section 8.2 hereof.

4.

Condition Precedent to Purchaser's Obligations.

4.1 Seller's Delivery of Documents. Within five (5) days after the Effective Date Seller shall deliver to Purchaser the following items (collectively, "Seller's Documents"):

- (a) Warranties. Copies of all warranties and/or guarantees, if any, in effect on the Effective Date with respect to the Property or any part thereof (collectively, the "Warranties").
- (b) Tax Statements. Copies of all bills and statements issued with respect to real estate, personal property and other taxes and assessments levied against all or any part of the Property during (i) the two (2) calendar years preceding the Effective Date and (ii) the current calendar year.

- (c) Plans. Copies of all plans and specifications in the Seller's possession prepared with respect to the development and construction of the Property, including without limitation all "as built" plans and specifications (collectively, the "Plans").
- (d) Reports. Copies of all soil, engineering, hazardous waste, pest control, damage appraisal, ADA survey and other reports, or tests in the Seller's possession prepared with respect to the Property.
- (e) Permits and Licenses. Copies of all governmental or quasi-governmental permits, licenses and approvals in the Seller's possession issued with respect to the Property, including without limitation certificates of occupancy issued by the city of Laredo, Texas and/or Webb County, Texas (collectively, the "Permits").

4.2 Condition Precedent-Documents Related to the Property and Review. Purchaser's obligations hereunder are contingent upon Purchaser's approval of the following within ninety days (90) days after the Effective Date (the "Contingency Date") or on such other date as specified therein:

(a) Title Commitment; As-Built Survey. Within ten (10) days after the Effective Date, Seller shall deliver to Purchaser (i) a title commitment (the "Commitment") with respect to the Land and the Improvements issued by Laredo Title & Abstract (the "Title Company"), c/o Loralie M. Gonzalez, and (ii) any revised or up-dated as-built survey of the Land and Improvements prepared after the As-Built Survey attached hereto as Exhibit B (the "As Built Survey"). On or before ten (10) days prior to the Contingency Date, Purchaser shall notify Seller in writing of any objections (collectively, "Title Objections") that it may have regarding (A) the form, substance and scope of title coverage available and/or (B) matters disclosed in the Commitment or on the As-Built Survey. Purchaser's failure to deliver written notice to Seller of any such objections on or before ten (10) days prior to the Contingency Date shall conclusively be deemed to constitute Purchaser's approval of (1) the form, substance and scope of title insurance available and (2) title to the Land and the Improvements, including without limitation the exceptions set forth on the Commitment and all matters shown on the As Built Survey, and shall be deemed a waiver of any further right to object with respect thereto; provided, however, that nothing herein is intended to waive Purchaser's right to object to any event, matter or condition first occurring or discovered after the earlier of (x) the date that Purchaser notifies Seller in writing that it approves the state of title to the Property and (y) the Contingency Date. Notwithstanding anything herein contained to the contrary, Purchaser shall not be required to object to any matter appearing on Schedule C of the Commitment and Seller shall be obligated to satisfy all such Schedule C requirements insofar as they relate to the Property or Seller.

(b) Within twenty (20) days after the later of the Effective Date or receipt of the title commitment, Purchaser may obtain at Purchaser's cost a current American Land Title Association ("ALTA") survey ("**Alta Survey**") of the Land, dated after the date of this Agreement and prepared by a registered professional engineer who is a registered professional land surveyor designated by Purchaser and approved by Seller. Upon receipt by Purchaser, a copy of the Survey shall be provided to Seller and the Title Company. The

Survey shall include the boundary lines of the Land the location of all paved or unpaved roadways; visible or recorded easements and rights-of-way; improvements; signs; fences; drainage ditches; waterways; streams; railroad tracks; building set-back lines; encroachments; protrusions; the 100-year flood level of any creek or stream which could flood the Property according to the records, maps and information of the United States Corps of Engineers, Webb County and the City of Laredo; and electric, telephone, sewer, water and other utility facilities on or adjacent to the Land. The surveyor shall locate and measure all existing structures and/or improvements, and show their location relative to property lines. The Survey shall be certified to Seller, Purchaser and the Title Company, and shall be sufficient to permit the Title Company to delete at the expense of the Purchaser the standard printed exception for discrepancies, conflicts or shortages on boundary lines or encroachments or overlapping of improvements. If Purchaser does not obtain a Survey, the Deed will include a general exception to title for all matters that would be shown on a survey of the Land.

(c) Seller's Right to Cure Title or Survey Matters. On or before the Contingency Date, Seller may, but shall not be obligated to, attempt to cure any of Purchaser's Title Objections and any Survey Matters (As Built and/or Alta Survey). If Seller intends to attempt to cure or satisfy any of the same, Seller shall notify Purchaser thereof in writing within three (3) days following Seller's receipt of Purchaser's written notice of objection. If Seller fails to deliver notice to Purchaser as provided herein or if Seller is otherwise unable or unwilling to cure or satisfy one or more of the Title Objections (except for monetary liens which Seller shall be obligated to cure) or Survey Matters on or before the Contingency Date, then Purchaser may either (i) waive the objection(s) in question in writing and accept such title as Seller is able to convey, without reduction in the Purchase Price and without recourse against Seller at law, in equity, or otherwise, or (ii) terminate this Agreement by delivering written notice to Seller of such termination on or before the Contingency Date. The title matters set forth in the Commitment or shown on the Survey that Purchaser approves or is deemed to have approved are hereinafter referred to, collectively, as the "Permitted Exceptions".

NOTWITHSTANDING ANYTHING IN THIS PARAGRAPH TO THE CONTRARY, PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT SOME OR ALL OF THE SELLER MATERIALS HAVE BEEN PREPARED BY PARTIES OTHER THAN SELLER AND SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO THEIR COMPLETENESS, CONTENT OR ACCURACY.

(d) Purchaser's Inspection Period for Items furnished under Section 4.1. Purchaser shall have until five (5) days prior to the Contingency Date, either in person or through its agents, to examine and audit all items furnished by Seller pursuant to Section 4.1, above. All Purchaser's Investigations, except with respect to items furnished by Seller as provided in Section 4.1, above, shall be conducted on reasonable notice to Seller during Seller's normal business hours. Seller agrees to cooperate with Purchaser in all reasonable respects during the course of Purchaser's Investigations, provided, however, that Seller shall not be obligated to incur any cost or expense in connection therewith.

(e) Purchaser's Inspection of Property ("Feasibility Period"). (a) Inspection. For a period commencing with the date of this Agreement, and ending, at 5:00 p.m., Laredo, Texas, on the date which is ninety days (90) days thereafter (the "**Feasibility Period**"), Purchaser and its representatives shall be entitled to enter upon the Land for inspection, examination and engineering study prior to the Closing provided that in each such instance (i) Purchaser notifies Seller of Purchaser's intent to enter the Land to conduct its due diligence not less than forty-eight (48) hours prior to such entry; (ii) the date and approximate time period are scheduled with Seller and (iii) Purchaser does not unreasonably interfere with the operation at the Properties. At Seller's election, a representative of Seller may be present during any entry by Purchaser or its representatives upon the Properties for conducting its due diligence. Purchaser shall take all necessary actions to ensure that neither it nor any of its representatives unreasonably interfere with the use of the Properties by Seller. Purchaser shall not cause or permit any mechanic liens, materialmen's liens or other liens to be filed against the Properties as a result of its due diligence. Purchaser shall have the right to conduct, at its sole cost and expense, any inspections, studies or tests that Purchaser deems appropriate in determining the condition of the Properties, provided, however, Purchaser is not permitted to perform any intrusive testing, including, without limitation, a Phase II environmental assessment or any boring or subsurface investigation of the Property, without (i) submitting to Seller the scope and inspections for such testing and (ii) obtaining the prior written consent of Seller for such testing. **In the event that Purchaser's review of the physical, economic and other conditions of the Property conducted during the Feasibility Period indicates to Purchaser, in Purchaser's sole discretion, that the Property is not suitable to Purchaser, or Purchaser, for any reason, determines that the purchase of the Property is not feasible then at any time prior to the expiration of the Feasibility Period, Purchaser may terminate this Contract by giving Seller written notice of such termination within the Feasibility Period and, in such event, Purchaser shall receive back the Earnest Money, and neither party shall have any further obligations hereunder.** If Purchaser fails to notify Seller of Purchaser's termination of this Agreement prior to the expiration of the Feasibility Period, this condition shall be deemed satisfied and Purchaser shall be deemed to have waived its right to terminate this Agreement under the provisions of this paragraph 4.2(e), and the Title Company shall deliver the Earnest Money to Seller. Purchaser agrees that, in entering upon the Lands or making any permitted physical or environmental inspections of the Property, Purchaser or Purchaser's agents will carry not less than One Million Dollars (\$1,000,000.00) commercial general liability insurance with contractual liability endorsement which insures Purchaser's Indemnity Obligations (as hereinafter defined), contains a waiver of subrogation and names Seller, as additional insured and will provide Seller with written evidence of same, will not interfere with the activity of any persons occupying or providing services at the Land, will not, except as required by law, reveal to any third party not approved by Seller the results of its inspections (other than its lenders, advisors, partners, consultants and attorneys) provided they each agree in writing to hold the Property Information in confidence. Purchaser will restore promptly any physical damage caused by the inspections and will indemnify and defend Seller from any loss or claim of personal injury as a result of Purchaser entering upon the Lands ("Indemnity Obligations"). **Purchaser agrees to provide Seller with a copy of any inspection report, which agreement shall**

survive Closing and any termination of this Agreement. Any inspections shall be at Purchaser's sole expense. (b) Confidentiality. Except as provided in paragraph 4.1(e) hereof, each of Seller and Purchaser agrees with the other that it has no present intention of making, and shall not, without the prior written consent of the other, make in the future any public announcement about the purchase and sale transaction contemplated hereby or of any of the terms hereof, including without limitation, the results of any inspection, test, survey, or study conducted pursuant to paragraph 4.2(e) hereof unless required by law. If this Agreement is terminated for any reason, Purchaser shall promptly return to Seller all of the documents and information theretofore delivered to Purchaser by Seller in connection with this Agreement, plus (except in the event that this Agreement is terminated as the result of a default by Seller hereunder) every report of findings obtained pursuant to paragraph 4.2(e) hereof. At any time prior to the Closing Date, or at any time if this Agreement is terminated, Purchaser shall not deliver any of the documents theretofore delivered to Purchaser by Seller or obtained by Purchaser pursuant to paragraph 4.2(e) hereof, or otherwise transmit any of the information contained in any such documents, to any third party except Purchaser's counsel, lenders, partners, consultants and other advisors, engaged to help Purchaser in its analysis of the Property, on a need-to-know basis, provided such individuals are advised of the same burdens of confidentiality and nondisclosure as Purchaser. The covenants set forth in this paragraph 4.2(e) shall survive the termination or closing of this Agreement.

(f) Purchaser's Notice of Objection. On or before ten (10) days prior to the end of the Feasibility Period, Purchaser shall notify Seller in writing of any objections that it may have with respect to the feasibility of the Property for Purchaser's intended use, business operations, financial condition, physical condition or any other matter relating to the condition or status of the Property. Purchaser's failure to deliver such written notice to Seller on or before five (5) days prior to the end of the feasibility period shall be deemed to constitute Purchaser's acceptance of the condition of the Property and Purchaser's waiver of any further right to object with respect thereto; provided, however, that nothing herein is intended to waive Purchaser's right to object to any event, matter or condition first occurring or discovered after the earlier of (i) the date that Purchaser notifies Seller in writing that it approves the condition of the Property and (ii) the end of the Feasibility Period.

(g) Seller's Right to Cure Objections. On or before five (5) days prior to the end of the Feasibility Period, Seller may, but shall not be obligated to, attempt to cure any of Purchaser's objections regarding the physical condition of the Property. If Seller intends to attempt to cure or satisfy any such objections, Seller shall deliver written notice thereof to Purchaser as provided in Subsection 4.2(c) above. If Seller fails to deliver such notice to Purchaser or if Seller is unable or unwilling to cure or satisfy the objections on or before end of the Feasibility Period, then Purchaser may either (i) waive such objections in writing without reduction in the Purchase Price and without recourse against Seller at law, in equity, or otherwise, or (ii) terminate this Agreement by delivering written notice to Seller of such termination on or before the later of the end of the Feasibility Period; provided, however, that if Purchaser fails to notify Seller of its

election as herein provided, Purchaser shall be deemed to have elected to terminate this Agreement pursuant to clause (ii) above.

(h) Laws, Licenses and Permits. It is a condition to Closing that (i) the Property not be in violation of (A) any statute, law, ordinance, rule, order or regulation of any local, regional, state or federal governmental or quasi-governmental entity or any subdivision thereof having jurisdiction over the Property, (B) any private covenant, condition or restriction running with the Land or (C) any terms or conditions necessary for the continued validity of any license or permit issued with respect to the Property and (ii) it not be unlawful to operate the Property for its intended uses due to the lack of any required license or permit. If any such violation exists on the Closing Date or if any such license or permit has not been issued by or is not still in full force and effect on the Closing Date, then Purchaser shall have the right to terminate this Agreement by delivering written notice of such termination to Seller.

(i) Extension of Contingency Date. If the documents required to be delivered to Purchaser under Sections 4.1(a)-(f) are not timely delivered, or if the Commitment or As Built Survey required to be delivered to Purchaser under Section 4.2 are not timely delivered, then the Contingency Date shall be extended for one (1) day for each day that any of such documents remain undelivered beyond their due dates under said provisions.

5.

Representations and Covenants

5.1 Seller's Representations. Seller represents to Purchaser as follows:

(a) Authority. The execution and delivery of this Agreement by the signatories hereto on behalf of Seller and the performance of this Agreement by Seller have been duly authorized by Seller, and this Agreement is binding on and enforceable against Seller in accordance with its terms, subject only to equitable principles and principles governing creditor's rights in general. No consent to such execution and delivery is required from any joint venturer, creditor, investor, judicial or administrative body, governmental authority or other party other than any such consent which has already been obtained. Neither the execution of this Agreement nor the consummation of the transactions contemplated herein will violate any restriction, court order or agreement to which Seller or the Property are subject. Seller is fully authorized to convey the Property pursuant to this Agreement.

(b) Title. Seller is the owner of good and marketable fee simple title to the Property, free and clear of all liens, easements, restrictions, options, reservations, mortgages, security titles and interests, covenants, conditions, rights-of-way, licenses, permits, encumbrances, leases or rent assignments (collateral or otherwise) and rights and privileges of any kind, except as shall be shown in the Commitment or on the As Built Survey or Alta Survey. Furthermore, (i) the Personal Property is free and clear of any liens, claims and other encumbrances that will survive the Closing and (ii) there is no Personal Property used in connection with the ownership and operation of the Property that is not to be conveyed to Purchaser.

(c) Compliance with Law. To Seller's knowledge, the Land is not in violation (nor has anyone claimed that a violation exists) under (i) any applicable statutes, laws, ordinances, rules, orders or regulations of any local, regional, state or federal governmental entity or quasi-governmental entity or any subdivision thereof having jurisdiction over the Land, including without limitation those dealing with zoning, building, subdivision, construction, health, the rights of disabled persons, safety, flood control, fire, Hazardous Materials (as hereinafter defined) and other adverse environmental conditions, or (ii) any private covenant, condition or restriction running with the Land or (iii) any terms or conditions necessary for the continued validity of any license or permit issued with respect to the Property. Furthermore, to Seller's knowledge (A) Seller has obtained all applicable licenses, permits, certificates, permissions and approvals (collectively, the "Permits") necessary for the development, construction, ownership and operation of the Property as a warehouse and office building and required by any local, regional, state or federal governmental entity or quasi-governmental entity or any subdivision thereof having jurisdiction over the Property, including without limitation certificates of occupancy for the Improvements, and (B) all of the Permits are in full force and effect.

(d) Lawsuits. No action, suit or proceeding is currently pending against the Property or with respect to the ownership, management, operation or use thereof by Seller and, to the best of Seller's knowledge, no such action, suit or proceeding has been threatened or is being contemplated.

(e) Condemnation; Reassessment; Commitments. No condemnation, reassessment, special assessment or similar proceeding is pending against the Land and, to the best of Seller's knowledge, no such proceeding has been threatened or is being contemplated. Without limiting the generality of anything set forth in the preceding sentence hereof: (i) there are no commitments to governmental authorities or agencies or utilities or quasi-governmental entities that affect the Property and have not been completely fulfilled; (ii) there are no conditions to the zoning of the Property or to any of the Permits which have not been completely fulfilled; and (iii) no special fees or assessments are due or may become payable in connection with the installation or use prior to the Effective Date of the water, sewer, drainage, utility or other facilities of any kind serving the Property.

(f) Hazardous Materials. To Seller's knowledge (i) Neither the Land nor any part thereof has been used as a land fill or as a dump for garbage or refuse or as a site where Hazardous Materials (as hereinafter defined) have been disposed of, stored or treated; (ii) except in de minimus amounts in accordance with all applicable Environmental Laws, no Hazardous Materials are located on the Property or any part thereof; (iii) no underground storage tanks are or have been located on the Property; and (iv) to the best of Seller's knowledge, without investigation or inquiry, no Hazardous Materials are located on any parcels of land adjacent to the Property. For the purposes of this Agreement the term "Hazardous Materials" shall include the following: A) asbestos, urea-formaldehyde foamed-in-place insulation, any objects or materials containing polychlorinated biphenyl and any other substances containing any of the foregoing; (B) any substances included within the definitions of "hazardous materials", "toxic substances" or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.) ("CERCLA"), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.) ("RCRA") or the Hazardous Materials Transportation Act

(49 U.S.C. Section 1801 et seq.) and in any regulations promulgated pursuant to any such Acts, as any of the same may be amended from time to time; (C) any substances listed in the United States Department of Transportation table (49 CFR 172.101 and any amendments thereto) or by the Environmental Protection Agency as hazardous substances (40 CFR part 302 and any amendments thereto); (D) any substances defined as hazardous or toxic under any law, rules, regulations or guidelines promulgated by the State of Texas or any agency thereof or any subdivision or municipality thereof; (E) any other pollutants and contaminants that are or could be detrimental to the Property, human health or the environment or in violation of any governmental laws or regulations; and (F) any other substances, materials or wastes that are or become regulated, or are classified as hazardous or toxic, under any federal, state or local statute, ordinance or regulation pertaining to health, industrial hygiene or the environment, including without limitation those specifically identified in subsections (A), (B), (C), (D) and (E) above.

(g) Special Use Limitations. To Seller's knowledge and other than as may be shown on a survey and as otherwise known by Purchaser, neither the Land nor any part thereof is located in a flood hazard zone, wetlands area, historic district, ancient burial grounds, redevelopment district, earthquake hazard zone or in any other area subject to special governmental or quasi-governmental regulation (collectively, "Special Use Areas"). Without limiting the generality of anything set forth in the preceding sentence hereof: (i) no improvements are located on the Land that could have a substantial adverse effect on air navigation within the meaning of the regulations of the Federal Aviation Authority or any successor authority; (ii) the Land is free from any use or occupancy restriction (contractual or governmental) which might impair the use and operation of the Land as a service garage/office building; and (iii) no proceedings are pending, or to Seller's knowledge, threatened or proposed, that would result in the Land becoming subject to any such use or occupancy restrictions or included in any Special Use Areas.

(h) Defaults. No default exists under any instrument affecting, encumbering or secured by the Property or any part thereof and no fact or condition exists which might, after notice or lapse of time or otherwise, become such a default or entitle the holder thereof to exercise any right or remedy thereunder.

(i) Improvements. The Improvements are comprised of a service garage with service canopies/ office building consisting of approximately 117,858 gross square feet.

(j) Services. The Property is served by public water and sewer lines and all drainage facilities and electricity, telephone and all other utility facilities required by law or the intended use of the Property as a service garage and office building and such services and facilities are adequate for the operation of the Property.

(k) Easements. All water, sewer, drainage and utility facilities serving the Property are located (i) on the Property, (ii) in a public right-of-way or (iii) within the boundaries of a validly existing easement joined in by all persons or other entities having any right, title or interest in and to any property which is subject to any such easement, and any connection with or discharge into any public facility is pursuant to written permission to do so.

(l) Access. The Property has full and free access to and from one or more publicly maintained highways, streets or roads and no governmental or quasi-governmental proceeding is pending or threatened or contemplated that would impair or result in the termination of such access.

(m) Parking. The number of parking spaces available on the Property is adequate for the operation of the Property.

(n) Parties in Possession. Other than Seller and as may be shown on any survey or Title Commitment, there are no parties in possession of the Property or any part thereof or who have any right of possession, use or occupancy of the Property or any part thereof.

(o) Condition of Improvements. To Seller's understanding, the Improvements have been completed (i) in accordance with the Plans in all material respects, (ii) in a first-class and workmanlike manner, (iii) in compliance with all applicable laws, codes, regulations, permits and any other requirements of any governmental or quasi-governmental authorities having jurisdiction over the Property and (iv) free of any known material defects. Furthermore, to Seller's knowledge (A) the Improvements are free of any material damage and (B) all mechanical systems constituting any part of the Property are in good working order. Provided however, all personal property or fixtures, such as air compressor and paint booth may not be working.

(p) Separate Tax Parcel. The Land consists of one or more separate tax lots or parcels, none of which include any land or improvements other than the Land and the Improvements.

(q) Insurance Notices. Seller has not been notified by any insurance company which carries insurance on the Property or by any board of insurance underwriters of any inadequacy or defect with respect to the Property that would jeopardize continued insurance coverage or result in a material increase in the cost thereof.

(r) Seller's Documents. All documents and papers delivered by Seller to Purchaser pursuant to this Agreement, whether after or prior to the execution of this Agreement are and shall be complete as of the Effective Date, the Contingency Date and the Closing Date and there have been and shall be no known material changes from the information set forth in any of the same unless such changes have been disclosed to and approved by Purchaser.

(s) Other Agreements. Other than as may be shown on any survey or Title Commitment, Seller has not entered into any agreements, commitments or understandings (written or oral) relating to the development, construction, ownership, use, operation or occupancy (lease) of the Property. Furthermore, (i) Seller is not in default on matters shown on the As-Built Survey and (ii) Seller has not (A) received any written notice on matters shown on the As Built and/or Survey or (B) given any notices of default under any of the same which remain uncured.

(t) No Insolvency. Seller is not involved as a debtor in any state or federal insolvency, bankruptcy, receivership or similar proceeding nor are any assets of Seller the subject of any such proceeding.

(u) Non-Foreign Person. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, or any related regulations.

(v) No Omissions. To Seller's knowledge, none of Seller's Representations contains any untrue statement of material fact or omits any material fact necessary to make the statements of fact contained therein not misleading.

(w) Effective Dates. Except as expressly limited elsewhere in this Agreement, each of Seller's Representations shall be true and correct as of (i) the Effective Date, (ii) the Contingency Date and (iii) the Closing Date.

5.2 Seller's Covenants. Seller covenants and agrees with Purchaser as follows:

(a) Seller's Acts. Seller shall use all reasonable efforts to cause each of Seller's Representations to remain true, correct and unbreached in all material respects and shall, except as otherwise permitted by this Agreement, refrain from taking any action that would cause, or threaten to cause, any of the same to become incorrect or untrue at any time.

(b) Future Operations. From the Effective Date until the Closing Date or the date that this Agreement is terminated, as applicable:

(i) Condition of Property. Seller shall keep and maintain the Property in the same condition it is in on the Effective Date, reasonable wear and tear excepted.

(ii) Operation of Property. (A) Seller shall operate the Property in a manner consistent with the operation of first class service garage/office building in the greater Laredo, Texas area and, in any event, in a manner comparable to Seller's operation of the Property since Seller's acquisition of the same; (B) Seller shall not remove any item of personalty from the Property unless the same is replaced by an item of comparable value; (C) Seller shall not sell, convey, assign, transfer or further encumber the Property, or enter into any agreements to do the same, without the prior written consent of Purchaser; (D) Seller shall perform and discharge all obligations imposed upon Seller or the Property under all laws, ordinances, rules, regulations or court orders affecting the Property or the ownership or operation thereof; and (E) Seller shall maintain in full force and effect all insurance in effect with respect to the Property on the Effective Date.

(c) Termination of Agreements. Except as directed in writing by Purchaser to the contrary prior to the Closing Date, Seller shall (i) terminate or cause to be terminated any maintenance contracts affecting the Property as of the Closing Date and (ii) terminate the services of any and all employees of Seller as of the Closing Date to the extent that any such employees currently perform any services on or with respect to the Property.

(4) Notices Received by Seller. Seller shall promptly deliver to Purchaser copies of all written notices that Seller receives after the Effective Date that materially affect any of Seller's Representations or Seller's Covenants.

5.3 Purchaser's Representations.

(a) Authority. (i) the execution and delivery of this Agreement by the signatories hereto on behalf of Purchaser and the performance of this Agreement by Purchaser have been duly authorized by Purchaser; (ii) this Agreement is binding on and enforceable against Purchaser in accordance with its terms, subject only to equitable principles and principles governing creditor's rights in general; (iii) no consent to such execution and delivery is required from any joint venturer, creditor, investor, judicial or administrative body, governmental authority or other party other than any such consent which has already been given; and (iv) neither the execution of this Agreement nor the consummation of the transactions contemplated herein will not violate any restriction, court order or agreement to which Purchaser is subject.

5.4 Survival of Representations. Seller's Representation, Seller's Covenants and the representations and covenants of Purchaser set forth herein, including without limitation those set forth in Section 5.1, 5.2, and Section 5.3 hereof, respectively, shall survive the Closing, the consummation of the purchase and sale contemplated herein and the delivery and recording of the Deed and shall not merge into the Closing Documents (hereinafter defined).

5.5 Purchaser Relying Upon Own Inspection. Purchaser acknowledges that Purchaser will conduct or has conducted its own inspection of the Premises and is relying solely upon such inspection to determine the condition of the Property. PURCHASER AGREES TO ACCEPT THE PROPERTY AND ACKNOWLEDGES THAT THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE BY SELLER ON AN "AS IS, WHERE IS AND WITH ALL FAULTS" BASIS, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN OR IN THE DOCUMENTS EXECUTED BY SELLER AT CLOSING. PURCHASER EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, EXCEPT AS OTHERWISE SPECIFIED HEREIN OR IN THE DOCUMENTS EXECUTED BY SELLER AT CLOSING, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, TENANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY. PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE PURCHASER IN ORDER TO ENABLE THE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERIENCE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND

ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS.

6.
CLOSING

6.1 Closing. The closing of the purchase and sale contemplated herein (the "Closing") shall be held at 10:00 a.m. at an office of the Title Company on or before thirty (30) days following the last day of the Feasibility Period (the "Closing Date"), unless the parties mutually agree upon another place, time or date.

6.2 Seller's Obligations at Closing. At Closing, Seller, at its sole cost and expense, shall deliver to Purchaser the following documents ("Closing Documents"):

(a) Deed. Execute, acknowledge, and deliver to Purchaser a General Warranty Deed covering the Property (the "Deed"), in the form attached hereto as Exhibit D, executed by Seller and conveying the Land and Improvements to Purchaser subject to no exceptions other than the Permitted Exceptions;

(b) Bill of Sale and Assignment. A Bill of Sale and Assignment for each parcel comprising the Property (the "Bill of Sale"), in the form attached hereto as Exhibit E, executed by Seller and assigning to Purchaser the Personal Property.

(c) Title Policy. An owner's title insurance policy (the "Owner's Policy") issued by the Title Company, naming Purchaser as insured, in the amount of the Purchase Price, insuring that Purchaser owns good, marketable and indefeasible fee simple title to the Property, subject only to the Permitted Exceptions; such policy shall include such endorsements and affirmative coverages as Purchaser may require and otherwise shall be in form and substance acceptable to Purchaser, including without limitation a long form zoning endorsement;

(d) Evidence of Authority. A copy of Seller's organizational documents and resolutions, certified by Seller as being true, complete and unamended as of the Closing Date, and such good standing certificates and other evidence as Purchaser may require to confirm the authority of the person signing the Deed and other documents to be executed by Seller at Closing and the power and authority of Seller to convey the Property to Purchaser in accordance with this Agreement;

(e) Warranties. The originals of all Warranties, if any, in the possession of Seller, together with an assignment thereof to the extent assignable;

(f) Non-Foreign Person Affidavit. An affidavit of Seller certifying that Seller is not a "foreign person" for the purposes of Section 1445 of the Internal Revenue Code and the rules and regulations promulgated pursuant thereto;

(g) Keys; Books and Records. All keys in Seller's possession to all locks on the Property and copies of plans of Seller pertaining to the development and construction, of the Property;

(j) Plans and Reports. The originals of all of the Plans and the Reports in Seller's possession.

(k) Permits. The originals of all Permits in the possession of Seller; and

(l) Settlement Statement. A settlement statement prepared by the Title Company with respect to the transactions contemplated herein, such statement to be signed by Purchaser and Seller.

(m) Additional Documents. Such other documents or instruments as Purchaser may reasonably require in connection with the transactions contemplated by this Agreement.

(n) Tax Certificates. Deliver to Purchaser tax certificates or reasonable evidence that all taxes due and payable for the Property through December 31, 2023 have been paid in full.

6.3 Purchaser's Obligation at Closing. At Closing, Purchaser shall deliver or cause to be delivered to Seller the Purchase Price, and Purchaser shall execute the documents referenced in 6.2(b) above, as well as any documents for Purchaser similar to those set forth in Section 6.2(l) and (m) above.

6.4 Prorations. All real estate and personal property taxes with respect to the Property for the year in which the Closing occurs, shall be prorated as of 12:01 a.m. on the Closing Date.

(a) If the Closing shall occur before the tax rate or the assessed valuation of the Property is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate and the assessed valuation of the Property is fixed for the year in which the Closing occurs, the parties agree to adjust the proration of taxes and, if necessary, to refund or repay such sums as shall be necessary to effect such adjustment.

The agreements of Seller and Purchaser set forth in this Section 6.4 shall survive the Closing.

6.5 Possession. Possession of the Property shall be delivered to Purchaser at Closing, subject only to the Permitted Exceptions.

6.6 Closing Costs. If the Closing occurs as herein provided, then, except as provided in Section 10.2 hereof: (a) Seller shall pay on the Closing Date (i) the cost of the premium for the Owner's Policy excluding the cost of any endorsements and; (ii) the cost of the preparation of the general warranty deed and other documents to be delivered by Seller; (iii) (1/2) of any escrow fees

and other customary charges of the Title Company (b) Purchaser shall pay on the Closing Date (i) any recording costs incurred in connection with the Closing; (ii) one-half (1/2) of any escrow fees and other customary charges of the Title Company; and (d) each party shall bear its own legal fees and costs arising in connection with the preparation and execution of this Agreement and consummation of the purchase and sale contemplated herein.

7.

RISK OF LOSS

7.1 Casualty Loss.

(a) If the Improvements are damaged or destroyed by fire or other casualty prior to the Closing Date and such damage or destruction is repaired or restored prior to the Closing Date, then the Closing shall occur as scheduled notwithstanding such damage or destruction and there shall be no reduction in the Purchase Price; provided, however, that (i) Purchaser shall have the right to terminate this Agreement, by delivering written notice to Seller prior to the Closing Date, and/or (ii) Purchaser shall have the right to extend the Closing Date for not more than thirty (30) days in order to permit such repairs or restoration to be completed.

(b) If the Improvements are damaged or destroyed by fire or other casualty prior to the Closing Date and such damage or destruction (i) is not repaired or restored prior to the Closing Date or, (ii) in Purchaser's judgment, cannot be repaired or restored prior to the Closing Date, then Purchaser shall have the option, by delivering written notice to Seller prior to the Closing Date, (A) to terminate this Agreement or (B) to accept title to the Property subject to such damage or destruction, without recourse against Seller or reduction in the Purchase Price. If Purchaser elects to accept title to the Property subject to such damage or destruction, then Seller shall assign to Purchaser its interest in insurance proceeds, if any, with respect to such damage or destruction and shall the deductibles under the applicable insurance policies.

(c) If Purchaser elects to terminate this transaction as provided in clause (B) above, then (i) the provisions of Section 9 hereof shall apply and (ii) Seller shall be entitled to retain all insurance proceeds received or receivable with respect to such damage or destruction.

(d) Seller agrees to notify Purchaser in writing of any damage or destruction to the Improvements within two (2) business days after the occurrence thereof.

7.2 Condemnation.

(a) If (i) any part of the Land and/or Improvements are condemned prior to the Closing or (ii) Seller receives written notice of any action or proceeding that could lead to such condemnation, then (A) Seller shall give Purchaser written notice of such condemnation and (B) Purchaser shall have the option (1) to proceed with the Closing and receive all proceeds resulting from such condemnation or payments made in lieu thereof,

with no reduction in the purchase price, or (2) to terminate this Agreement by delivering written notice to Seller prior to the Closing Date.

(b) If Purchaser elects to terminate this transaction as provided in the preceding subsection hereof, then (i) the provisions of Section 9 hereof shall apply and (ii) Seller shall be entitled to retain all condemnation proceeds or payments made in lieu thereof.

8.

DEFAULT

8.1 Breach by Seller. If Seller breaches this Agreement prior to the Closing, then Purchaser may, as its sole and exclusive remedies, either (a) terminate this Agreement in accordance with Section 9 hereof, (b) seek specific performance of this Agreement; provided, however subject to Section 5.5, that if any of Seller's Representations in Section 5.1 prove untrue or if any of Sellers' Covenants in Section 5.2 are breached, then Purchaser may bring suit against Seller to recover Purchaser's actual damages caused by such untruth or breach, but Purchaser shall not be entitled to seek or recover from Seller punitive damages, incidental or consequential damages or statutory multiple damages.

8.2 Breach by Purchaser. If Purchaser breaches its obligations at Closing, as provided in Section 6.3 hereof, Seller shall be entitled to the Earnest Money, together with all interest accrued thereon, as liquidated damages (and not as a penalty) and as Seller's sole remedy and relief hereunder. Seller and Purchaser have made this provision for liquidated damages because it would be difficult to calculate, on the date hereof, the amount of actual damages for such breach, and these sums represent reasonable compensation to Seller for such breach.

9.

PERMITTED TERMINATION

9.1 Exercise of Termination Right. If Seller or Purchaser elects to terminate this Agreement pursuant to any termination right set forth herein, then, except as expressly provided in this Agreement to the contrary, (i) the rights and obligations of Purchaser and Seller hereunder shall be deemed canceled, terminated and of no further force or effect, (ii) the parties shall have no recourse against each other at law or in equity and (iii) neither party shall be liable to the other for any reason relating to this Agreement or the Property. If this Agreement is so terminated: (A) Purchaser agrees to pay all fees, costs and charges arising from or relating to Purchaser's Investigations; (B) Purchaser and Seller each agree to pay one-half of the costs of any escrow fees charged by the Title Company; and (C) the Earnest Money and all interest accrued thereon shall be returned to Purchaser.

10.

MISCELLANEOUS

10.1 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when deposited in any post office or mail receptacle regularly maintained by the United States Government, certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Purchaser: Webb County
Hon. Tano E. Tijerina, Webb County Judge
1000 Houston Street, 3rd Floor
Laredo, Texas 78040

with a copy to: Nathan Bratton, General Counsel
1000 Houston Street, 2nd Floor
Laredo, Texas 78040

If to Seller: FESCO LTD.
c/o FESCO MANAGEMENT, L.L.C.
Steve Findley, President
1000 Fesco Avenue
Alice, Texas 78332

with a copy to: Von A. Jones, Attorney at Law
1250 NE Loop 410, Ste. 808
San Antonio, Texas 78209
vjones@hollandfirm.com

_____;

or such other place as Seller or Purchaser, respectively, may from time to time designate by written notice to the other as herein provided.

10.2 Real Estate Commissions. Each party represents and warrants to the other that no real estate commissions are owed or have been contracted for by such party with respect to this Contract, except for commissions payable to Creston Jackson of Jackson Real Estate Group, L.L.C., 6525 Polaris Drive, Suite 9, Laredo Texas Email: creston@jacksonreg.com (Lic # 0516124) representing Seller, which commission shall be paid by Seller as part of Seller's Closing Cost, and each party shall indemnify and hold the other harmless from and against any and all liabilities arising from any claims caused or incurred by it (including, without limitation, the costs of attorney's fees in connection therewith) as a result of a breach of this warranty.

10.3 Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein.

10.4 Amendment. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

10.5 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

10.6 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas and the laws of the United States pertaining to transactions in Texas. The Venue for any action to enforce or interpret this Agreement shall lie in the State Courts of Webb County, Texas.

10.7 Successors and Assigns. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns.

10.8 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

10.9 No Waiver. The written waiver by either party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be construed as a waiver of any other covenant, condition or promise herein. The written waiver by either party of the time for performing any act shall not constitute a waiver of the time for performing any other act or any incidental act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right, the time for the exercise of which is not specifically and expressly limited or specified in this Agreement, shall not be considered a waiver of, or an estoppel against, the later exercise of such remedy or right.

10.10 No Recording. The parties hereto agree that neither this Agreement nor any memorandum or notice hereof shall be recorded. Purchaser further agrees that the recording of this Agreement, or of any memorandum or notice thereof, by or at the insistence of Purchaser without Seller's prior written consent shall constitute, at Seller's election, a default by Purchaser hereunder.

10.11 Attorneys' Fees. If it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees incurred in such suit.

10.12 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one (1) such counterpart.

10.13 Exhibits. The following exhibits are attached to this Agreement and are incorporated into this Agreement and made a part hereof:

- (a) Exhibit A, Property Description;
- (b) Exhibit B, As-Built Survey;
- (c) Exhibit D, the General Warranty Deed;

(e) Exhibit E, the Bill of Sale; and

10.14 Waiver of Jury Trial. Seller and Purchaser, for themselves and their respective heirs, estates, personal representatives, successors and assigns, knowingly, voluntarily and intelligently waive all right to trial by jury in any action or proceeding to enforce or defend any rights or remedies under this Agreement.

10.15 Execution; Counterparts. To facilitate execution: (a) this instrument may be executed in any number of counterparts as may be convenient or necessary; (b) it shall not be necessary that the signatures of all parties be contained in any one counterpart; (c) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (d) a facsimile signature or a signature delivered by electronic mail shall be deemed to be an original signature for all purposes. All executed counterparts of this instrument shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same agreement.

10.16 Interpretation. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

10.17 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10.18 Legal Holidays. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Agreement falls on a Saturday, Sunday or federal legal holiday, then such date shall be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.

10.19 Section Intentionally Deleted

10.20 Further Assurances. Purchaser and Seller agree to execute all documents and instruments reasonably required in order to consummate the purchase and sale herein contemplated.

10.21 Independent Counsel. Purchaser and Seller each acknowledge that: (a) they have been represented by independent counsel in connection with this Agreement; (b) they have executed this Agreement with the advice of such counsel; and (c) this Agreement is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel. The fact that this Agreement was prepared by Purchaser's counsel as a matter of convenience shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against Purchaser because Purchaser's counsel prepared this Agreement in its final form.

10.22 Notifications.

(a) Intentionally Deleted

(b) Intentionally Deleted

(c) Possible Liability for Additional Taxes. If for the current ad valorem tax year the taxable value of the Property that is the subject of this Agreement is determined by a special appraisal method that allows for appraisal of the Property at less than its market value, the person to whom the Property is transferred may not be allowed to qualify the Property for that special appraisal in a subsequent tax year and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the Property. The taxable value of the Property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the Property is located.

10.23 Like Kind Exchange. Seller may wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) under Section 1031 of the Internal Revenue Code (“Exchange”). Buyer agrees to cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents; provided, however, Purchaser shall incur no liability or expense related to the Exchange and Closing shall not be contingent upon, nor extended or delayed by, such Exchange. If Seller uses a qualified intermediary or exchange accommodator to effectuate the exchange, any assignment of the rights or obligations of Seller shall not relieve, release or absolve Seller of its obligations to Purchaser.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates which follow below their respective signatures. Any reference herein to the “Effective Date”, “the date of this Agreement” or “the date hereof” shall be the date on which the Title Company acknowledges receipt of this Agreement and Earnest Money.

Date of execution by Seller _____, 2024	SELLER: FESCO LTD. Limited Partnership By: FESCO MANAGEMENT, LLC General Partner By: _____ Name: Steven F. Findley Title: President
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PURCHASER:

Date of execution by
Purchaser:
_____, 2024

WEBB COUNTY

By: _____
Name: Tano E. Tijerina
Title: Webb County Judge

ATTEST:

Hon. Margie Ramirez Ibarra
Webb County Clerk

ACCEPTANCE BY TITLE COMPANY

LAREDO TITLE & ABSTRACT hereby acknowledges receipt of triplicate originals of this Purchase and Sale Agreement and agrees to act with the provisions of the Agreement.

LAREDO TITLE & ABSTRACT

By _____
Loralie M. Gonzalez

Date of Acceptance: _____

RECEIPT OF EARNEST MONEY BY TITLE COMPANY

LAREDO TITLE & ABSTRACT hereby acknowledges receipt as of the date set forth below of the sum of _____ NO/100 DOLLARS (\$_____ .00) to be held as Earnest Money pursuant to the terms of this Contract.

LAREDO TITLE & ABSTRACT

By: _____

Date of Receipt: _____

EXHIBIT A

LEGAL DESCRIPTION

TRACT I

4801 Fesco Boulevard (Legal Description: Fesco Business Park-Unit One Subdivision, Block 1, Lot 9, (8.030 acres) which is part of a 20.23 acre subdivision out of Porcion 30, Abstract 469, Jose Francisco Cordova Moreno Original Grantee, situated in Laredo, Webb County, Texas and being out of a 44.086 Acre Tract Described in a Deed to Fesco Ltd., dated January 25, 2001, and recorded in Volume 1007, Pages 347-351 of the Official Public Records of Webb County, Texas)

TRACT II

4815 Fesco Boulevard (Legal Description: Fesco Business Park-Unit One Subdivision Replat, Block 1, Lot 10, (.6594 acre) which is a part of a replat of Lots 10-11 and all of lot 12, Fesco Business Park-Unit One, Subdivision, Laredo, Webb County Texas, Volume 26, Page 76, M.P.W.C. & 36.893 acres AEP Texas Central Company, Volume 4932, Page 789, O.P.R.W.C. Into Lot 1, Block 1, AEP) Laredo Service Center Subdivision.).

TRACT III

4812 Fesco Boulevard (Legal Description: Fesco Business Park Subdivision Unit One Replat, Block 1, Lot 5A, (3.4838 acres) which part of a replat of Lots 2, 3, 4, 5,6,7,8, Block 1, Fesco Business Park-Unit One Subdivision and an unplatted 6.66 acre tract into lots 2A, 3A, 4A & 5A, Block 1A Fesco Business Park -Unit One Subdivision, Laredo, Webb County, Texas as recorded in Volume 26 Page 76 of the Webb County Map Records of the Official Public Records of Webb County, Texas as recorded in Volume 1007, Pages 347-351 of the Official Public Records of Webb County, Texas & a 22.04 Acre Tract Recorded in a Deed to Fesco Ltd. dated January 13, 2001, and Recorded in Volume 1007, Pages 360-385 of the Official Public Records of Webb County, Texas).

TRACT IV

ABSTRACT 469 PORCION 30, Jose Francisco Cordova Moreno Original Grantee (3.9206 acres being out of 44.086 Acre Tract described in a Deed to Fesco Ltd. recorded in Volume 1007, Pages 347-351 of the Official Public Records of Webb County, Texas.

EXHIBIT B
As-Built Survey

EXHIBIT D
General 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.

- GENERAL WARRANTY DEED

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WEBB	§	

_____, a Texas limited partnership, ("**Grantor**") for and in consideration of the sum of **TEN AND NO/100 DOLLARS** (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has **GRANTED, SOLD, and CONVEYED** and does hereby **GRANT, SELL and CONVEY** unto Webb County , a political subdivision of the State of Texas, whose address is 1000 Houston, Laredo, Webb County, Texas ("**Grantee**") that certain land located in Webb County, Texas, and being more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all improvements located on such land (such land and improvements being collectively referred to as the "**Property**"). This conveyance is made and accepted subject to all matters ("**Permitted Exceptions**") set forth in Exhibit B, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way, subject to the Permitted Exceptions, unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or and part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

For the same Consideration, Grantor, sells, transfers, and delivers the Personal Property to Grantee and warrants and agrees to defend title to the Personal Property to Grantee and Grantee's successors and assigns against all lawful claims. Title in the Personal Property passes at the time this deed is delivered.

THE PERSONAL PROPERTY TRANSFERRED TO GRANTEE IS SOLD, TRANSFERRED, AND DELIVERED "AS IS" AND "WITH ALL FAULTS"; FURTHER , GRANTOR EXCLUDES ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR

IMPLIED, INCLUDING, WITHOUT LIMITATIONS, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

By acceptance of this General Warranty Deed, Grantee is tax exempt from all real and personal property taxes on the Property for the year 2024 as of the date of the execution of this Deed and subsequent years.

EXECUTED on the ___ day of _____, 2024.

FESCO LTD.
a Texas limited partnership

BY: FESCO MANAGEMENT, LLC
General Partner

Name: Steven F. Findley
Title: President

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2024,
by _____, General Partner, FESCO MANAGEMENT, LLC on behalf of
FESCO LTD, a Texas Limited Partnership.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT E
Bill of Sale and Assignment

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WEBB	§	

FESCO LTD., a Texas Limited Partnership ("**Assignor**"), for and in consideration of the sum of **TEN AND NO/100 DOLLARS** (\$10.00) and other good and valuable consideration to Assignor paid by **WEBB COUNTY**, a political subdivision of the State of Texas ("**Assignee**"), the receipt and sufficiency of which are hereby acknowledged, has ASSIGNED, SOLD, CONVEYED and DELIVERED, and does thereby ASSIGN, SELL, CONVEY and DELIVER unto Assignee, its successors and assigns, all of Assignor's right, title and interest, if any, in and to the following:

1. All of the fixtures, equipment, machinery, furniture and other personal property ("**Personal Property**") placed or installed on or about the real property ("**Real Property**") located in Webb County, Texas, and being more particularly described in Exhibit A, attached hereto and incorporated herein by reference; and

2. All intangible property ("**Intangible Property**") pertaining to the Real Property or Personal Property or the use thereof including, without limitation, plans and specifications, engineering plans and studies, floor plans and landscape plans, relating to the same or any part of the same.

The Personal Property and the Intangible Property are hereinafter collectively referred to as the "**Property**".

This Bill of Sale and Assignment is made and accepted subject to all of the liens, easements, restrictions and other matters ("**Permitted Exceptions**") listed in the General Warranty Deed from Assignor to Assignee, of even date herewith, covering the Property.

EXECUTED on the ____ day of _____, 2024.

FESCO LTD.
a Texas Limited Partnership

BY: FESCO MANAGEMENT, LLC
General Partner

Name: Steven F. Findley
Title: President

EXHIBIT A