

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "Agreement") dated for reference purposes only as of June 2, 2015, is made by and between **BETTER INC.**, a domestic for-profit corporation in the State of Texas, hereinafter referred to as "Seller", and **CITY OF CARROLLTON**, hereinafter referred to as "Purchaser", upon the terms, provisions and conditions set forth herein. The date this Agreement is executed by the last of Purchaser and Seller shall be the "Effective Date" hereof.

IN CONSIDERATION of the mutual covenants and obligations of the parties set forth in this Agreement, Seller and Purchaser hereby agree as follows:

1. Purchase and Sale. Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, for the Purchase Price (as defined below), and on the terms and conditions set forth herein, the following:

(a) Real Property. All that certain real property located in the City of Carrollton, State of Texas, having a property address of **1410 Fannidella Drive**, as more particularly described in Exhibit A attached hereto (the "Real Property");

(b) Appurtenances. All rights, privileges, easements, hereditaments, tenements and rights-of-way appurtenant to, or used in connection with, the beneficial use and enjoyment of the Real Property, including, without limitation, all right, title and interest, if any, of Seller in and to all water rights, open or proposed highways, streets, roads, avenues, alleys, easements, strips, gores or rights-of-way in, on, across, in front of, contiguous to, abutting, adjoining or otherwise benefiting the Real Property (collectively, the "Appurtenances");

(c) Improvements. All improvements and fixtures located on the Real Property, excluding any fixtures owned by tenants or leased by Seller from third parties, but including all buildings and structures presently located on the Real Property and all apparatus, equipment and appliances owned by Seller and used in connection with the operation or occupancy of the Real Property, including, without limitation, all appliances located in the common areas, all heating and air conditioning systems, parking and recreational facilities and services, refrigeration, ventilation, trash disposal or other utilities, facilities and/or services owned by Seller and located on the Real Property (collectively, the "Improvements");

(d) Personal Property. All of the right, title and interest of Seller in and to all personal property owned by Seller and located on, in, or used in connection with, the Real Property and/or Improvements, including, without limitation, the items identified and described on Schedule I to Exhibit C attached hereto (the "Inventory");

(e) Intangible Property. All of the right, title and interest of Seller in and to all intangible personal property owned by Seller and used in the ownership, use and operation of the Real Property, Improvements and/or Inventory, including, without limitation, the right to use any trademark and/or trade name used in connection with the Real Property or Improvements, all transferable licenses, permits, approvals, applications and warranties now in effect with respect to the Real Property, Improvements or Inventory; and all equipment leases, utility contracts,

maintenance contracts and all other similar agreements listed on Schedule I to Exhibit E attached hereto (collectively, the "Service Contracts"), and all other rights relating to the ownership, use and operation of the Property (as defined below) (collectively, the "Intangible Property"); and

(f) Leases. All right, title and interest of Seller in and to (i) all leases and other agreements to occupy the Real Property and/or the Improvements, or any portion thereof (collectively, the "Leases"), and (ii) all security deposits, prepaid rentals, cleaning fees and other refundable deposits or fees paid by tenants under the Leases to Seller, either pursuant to the Leases or otherwise (collectively, the "Lease Deposits").

All of the items described in Paragraphs 1(a), (b), (c), (d), (e) and (f) above shall hereinafter be collectively referred to as the "Property".

2. Purchase Price. Purchaser agrees to pay as the purchase price for the Property One Million Nine-Hundred and Eighty Thousand Dollars (\$1,980,000) (the "Purchase Price").

3. Payment of Purchase Price. The Purchase Price shall be paid to Seller by Purchaser as follows:

(a) Deposit. Within three business days of the Effective Date, Purchaser shall deliver, by wire transfer or bank or cashier's check, at Purchaser's election, an amount equal to Two Hundred Thousand Dollars (\$250,000) (the "Earnest Money Deposit") to Chicago Title Insurance Company, 2001 Bryan Street, Suite 1700, Dallas, Texas 75201, Attention: Daniel R. Tsakonas (the "Escrow Holder"). The proceeds of the Deposit (as defined below) shall be deposited and held by Escrow Holder as a deposit against the Purchase Price in accordance with the terms and provisions of this Agreement, and shall be credited against the Purchase Price if the transaction closes. All interest accruing on the Deposit shall be held for the account of Purchaser. The Earnest Money Deposit will become non-refundable upon the expiration of the Due Diligence Period and released to Seller (except as provided in Paragraph 7 hereof or in the event of Seller's breach of this Agreement) unless Purchaser has delivered a Disapproval Notice pursuant to and in accordance with Paragraph 5(c). If the Closing (defined in Paragraph 11(a)) does not occur, the Earnest Money Deposit shall be treated as provided in Paragraph 7 or 13, as applicable.

(b) Additional Deposit. In the event Purchaser approves the Due Diligence Items on or before the end of the Due Diligence Period (as defined in Paragraph 5 hereinbelow), Purchaser shall deposit with Escrow Holder, within two business days of the expiration of the Due Diligence Period or earlier acceptance of the condition of the Property, an additional amount equal to Five Hundred Thousand Dollars (\$500,000) (the "Good Faith Deposit") which shall, notwithstanding anything to the contrary contained in this Agreement, be immediately refunded to Purchaser upon the termination of this Agreement for any reason or credited against the Purchase Price at Closing, as applicable. The Good Faith Deposit shall remain with Escrow Holder until Closing or the earlier termination, whereupon the Good Faith Deposit shall be disbursed to Purchaser or credited against the Purchase Price, as applicable.

(c) Closing Payment. The balance of the Purchase Price, as adjusted by the application of the Earnest Money Deposit and the Good Faith Deposit plus accrued interest thereon and by the prorations and credits specified herein, shall be paid in cash on the Closing

Date (as hereinafter defined) (the amount to be paid under this subparagraph (d) being herein called the "Closing Payment").

4. Title and Survey Matters.

(a) Delivery of Survey and Title Documents. Seller shall deliver the following items to Purchaser within the time period set forth herein:

(i) Survey. On or prior to the Effective Date, Seller shall provide Purchaser with the existing survey of the Property ("Existing Survey") currently in the possession of Seller. Purchaser, should it elect to or be required to do so, will order an update to the Existing Survey at Purchaser's sole cost and expense. Seller shall give no affidavits and make no representations or warranties with respect to the Existing Survey to any third parties.

(ii) Title. On or prior to the Effective Date, Seller shall provide Purchaser with any title report ("Existing Title Report") currently in the possession of Seller. Within ten (10) business days after the Effective Date, Seller shall deliver to Purchaser, at Seller's sole cost and expense:

(A) A current title report ("Commitment") covering the Property issued by Chicago Title Insurance Company (which company, also acting in its capacity as the Escrow Holder hereunder, is called the "Title Company");

(B) True, correct, and best available copies of any and all instruments referred to in the Commitment as constituting exceptions or restrictions upon the title of Seller (the "Exceptions," and together with the Commitment and the Existing Survey, the "Title Documents").

(b) Title and Survey Review; Approval Period. Purchaser shall have fifteen (15) days after receipt of the Title Documents (the "Title Review Period") to review the Title Documents and to deliver in writing to Seller and the Title Company its disapproval of the Title Documents or portions thereof and/or such objections (the "Title Objections") as Purchaser may have to anything contained in the Title Documents. Purchaser's failure to timely notify Seller of its disapproval of all or certain of the Title Documents and/or the Title Objections, if any, within the Title Review Period shall constitute approval of the Title Documents, all exceptions and of the condition of title to the Property. If Title Objections are delivered to Seller and the Title Company by Purchaser, Seller shall have five (5) days after receipt of Purchaser's Title Objections to give Purchaser, with respect to each Title Objection, (i) evidence satisfactory to Purchaser of the removal of the Title Objection or that the Title Objection will be removed or cured on or before the Closing (in which event such cure or removal shall be a condition precedent to Purchaser's obligation to proceed with the Closing); or (ii) notice that Seller elects not to remove or cure such Title Objection. Seller's failure to respond to Purchaser's Title Objections shall be deemed an election by Seller not to remove or cure such Title Objections. If Seller elects not to remove or cure any Title Objection, Purchaser shall, within five (5) days of Seller's election, either (i) waive such Title Objection and proceed with the Closing, or (ii) terminate this Agreement by written notice to Seller in accordance with Paragraph 7 hereof. Notwithstanding the foregoing, Seller shall remove or cure (A) consensual liens, judgments or other encumbrances granted by Seller after the Effective Date without Purchaser's written

consent; (B) any consensual liens granted by Seller under a deed of trust or other security instrument securing indebtedness of Seller, (C) mechanic's or materialmen's liens arising by, through or under Seller, and (D) any unpaid taxes and special assessments for any years prior to the year of Closing (matters described in clauses (A) through (D) are collectively referred to herein as "Non-Permitted Liens").

(c) Conditions of Title. At the Closing, Seller shall convey to Purchaser marketable title insurable at standard rates to the Real Property and Improvements by good and sufficient Deed (as defined in Paragraph 11(c)(i)), subject to no exceptions other than those title exceptions permitted herein, or as may be approved by Purchaser, provided, however: (a) any exception as to taxes shall be limited to taxes for the current year and subsequent years that are not yet due and payable, and (b) any exception for rights of tenants in possession of the Property shall be limited to the rights of tenants in possession of the Property as shown on the Rent Roll (as defined in Paragraph 5(a)(iii) below), as tenants only (collectively, the "Permitted Exceptions"). For purposes of this Agreement, the term "Permitted Exceptions" will exclude all Non-Permitted Liens.

(d) Title Policy. Close of Escrow shall be conditioned upon the irrevocable commitment of the Title Company to issue, upon payment of its normal premium, a Standard Coverage Owner's Policy of Title Insurance, together with such endorsements thereto as may be requested by Purchaser, with full coverage against mechanics' and materialmen's liens and without exclusion from coverage for creditors' rights or bankruptcy, insuring Purchaser in the amount of the Purchase Price that fee simple title to the Real Property and Improvements is vested in Purchaser, subject only to the Permitted Exceptions (collectively, the "Title Policy"). Purchaser, at its election, may pay the additional premium to obtain an Extended Coverage Owner's Policy.

5. Due Diligence; Other Conditions Precedent to Agreement.

(a) Due Diligence Information. Seller and Purchaser agree that Purchaser's obligation to proceed with the Closing is subject to satisfaction, approval or waiver by Purchaser, in its sole and absolute discretion, of all matters pertaining to the physical, structural, environmental, financial, economic or zoning conditions with respect to the Property, in accordance with this Paragraph 5, on or before 5 p.m. Central time on the 30th business day after Purchaser's receipt of the last of the Due Diligence Items (as defined below) set forth in clauses (i) through (ix) below (the "Due Diligence Period"), whichever is later. Purchaser acknowledges that Seller will deliver to Purchaser, on or prior to fifteen (15) days after the Effective Date, the following items (the "Due Diligence Items"):

(i) Intentionally omitted;

(ii) A list of the Inventory owned by Seller and used in connection with the ownership, operation and use of the Property to the extent to be conveyed to Purchaser hereunder, to be updated and certified by Seller as true and correct at Closing;

(iii) A current rent roll, to be updated and certified by Seller as true and correct at Closing, which shall indicate with respect to each Lease the leased premises, the tenant, rent, lease term, security deposit reconciliation and outstanding delinquencies, defaults or

prepayments (if any) (the "Rent Roll");

(iv) All environmental, soils or other studies or reports with respect to the environmental condition of the Property, including, without limitation, any Phase I Environmental Site Assessment reports that are in the possession of Seller; and any building plans and specifications in Seller's possession. Seller shall give no affidavits and make no representations or warranties with respect to any existing environmental reports to any third parties;

(v) Any building permits or certificates of occupancy for the Improvements in the possession of Seller;

(vi) All engineering reports, building and mechanical inspections made during Seller's ownership of the Property that are in the possession of Seller;

(vii) All current Service Contracts and other contracts or agreements relating to the ownership, operation and maintenance of the Property that are in the possession or control of Seller;

(viii) Copies of all non-residential Leases affecting the Property, and of the standard form of residential lease used in the operation of the Property; and

(ix) Seller shall make all tenant leases, tenant correspondence and other leasing-related documentation, including, without limitation, tenant profiles or surveys (collectively the "Lease Documents"), available to Purchaser at the Property upon reasonable prior notice and during normal business hours throughout the Due Diligence Period.

All of the foregoing items described in this Paragraph 5(a), and any other information provided to Purchaser during the Due Diligence Period, shall be hereinafter collectively referred to as the "Due Diligence Items."

(b) Entry; Inspection. During the Due Diligence Period, Seller shall provide Purchaser with reasonable access to the Property, in accordance with the terms and conditions of this Paragraph 5(b), in order for Purchaser to conduct such inspections, tests and studies as Purchaser may elect of the physical condition of the Property, including, without limitation, inspection and testing for the presence of hazardous materials, and for structural, mechanical, seismic, electrical and other physical and environmental conditions and/or characteristics of the Property. Such access, inspections, tests and studies shall be permitted and conducted on the Property, in the manager's office or in a vacant unit, on the following terms and conditions:

(i) Purchaser shall pay for all inspections, tests and studies ordered by Purchaser and provide Seller with copies of the findings of any such inspections, tests and studies.

(ii) In connection with any entry by Purchaser or its agents, employees or contractors onto the Property, Purchaser shall give Seller reasonable advance notice of such entry and shall conduct such entry and any inspections in connection therewith so as to minimize interference with Seller's business on, and Seller's tenants' occupancy of, the Property,

specifically, to the extent permitted under applicable law, Purchaser shall take reasonable measures to prevent disclosure of the terms of this Contract to Seller's tenants.

(iii) To the extent permitted by law, Purchaser shall indemnify and hold Seller harmless from and against all costs, expenses, damages, liabilities, liens or claims, including, without limitation, attorneys' fees and court costs, directly related to any entry on the Property by Purchaser, its agents, employees or contractors in the course of performing inspections, tests and/or inquiries provided for under this Agreement, or resulting from any conditions on the Property created by Purchaser's entry and testing (but not including any claims resulting from the discovery or disclosure of pre-existing physical or environmental conditions or the non-negligent aggravation of pre-existing physical or environmental conditions on, in, under or about the Property). The foregoing indemnity shall survive the Closing Date or earlier termination of this Agreement for a period of one (1) year.

(c) Due Diligence Review; Approval. Purchaser shall promptly commence, and shall diligently and in good faith pursue, its due diligence reviews hereunder within the Due Diligence Period. If, prior to the expiration of the Due Diligence Period, based upon such review, examination or inspection, Purchaser determines in its sole and absolute discretion that it no longer intends to acquire the Property, then Purchaser shall promptly notify Seller of such determination in writing ("Disapproval Notice") whereupon this Agreement, and the obligations of the parties to purchase and sell the Property hereunder, shall terminate. If Purchaser fails to deliver the Disapproval Notice to Seller on or before the expiration of the Due Diligence Period, Purchaser shall be deemed to have approved of all of the foregoing matters, the Earnest Money Deposit shall be non-refundable to Purchaser (except as provided in Paragraph 7 hereof, or in the event of Seller's breach of this Agreement) and the transaction shall proceed to the Closing. In the event Purchaser sends Seller the Disapproval Notice on or prior to the expiration of the Due Diligence Period, this Agreement shall terminate and the Earnest Money Deposit and the Good Faith Deposit shall be released to Purchaser in accordance with the provisions of Paragraph 7 hereof.

(d) Other Purchaser Conditions Precedent. In addition to Purchaser's approval of its due diligence reviews as provided in Paragraph 5(c) above, Seller and Purchaser agree that Purchaser's obligation to proceed with the Closing is subject to the satisfaction or waiver by Purchaser of the following conditions at or prior to the Closing:

(i) Seller shall have delivered those items described in Paragraph 11(c) hereof as provided in this Agreement;

(ii) Title Company shall be irrevocably committed to issue the Title Policy pursuant to Paragraph 4 hereof; and

(iii) Each representation and warranty made by Seller in this Agreement shall be true, accurate and complete in all material respects as of the Closing Date.

(e) Seller's Conditions Precedent. In addition to all other conditions to Seller's obligations in this Agreement, Seller and Purchaser agree that Seller's obligation to proceed with the Closing is subject to the satisfaction or waiver by Seller of the following conditions at or prior to the Closing:

- (i) Purchaser shall have deposited the Closing Payment into escrow;
 - (ii) Purchaser shall have delivered those items described in Paragraph 11(d) hereof as provided in this Agreement; and
 - (iii) Each representation and warranty made by Purchaser in this Agreement shall be true, accurate and complete in all material respects of as of the Closing Date.
- (f) Waiver of Conditions Precedent. The conditions set forth in Paragraphs 5(a), (b), (c) and (d) are for the exclusive benefit of Purchaser and the conditions set forth in Paragraphs 5(e) are for the exclusive benefit of Seller. If any of the conditions set forth in this Paragraph 5 have not been satisfied or waived within the period provided, this Agreement may be terminated by the party benefiting from such condition in accordance with Paragraph 7 hereof. The Closing pursuant to this Agreement shall be deemed a waiver by Purchaser of all unfulfilled conditions hereunder benefiting Purchaser and a waiver by Seller of all unfulfilled conditions hereunder benefiting Seller.

6. Service Contracts. Purchaser shall provide written notice to Seller no later than the expiration of the Due Diligence Period of those Service Contracts Purchaser wishes to assume. In addition, upon receipt of any New Service Contracts, as defined in Paragraph 9(c), Purchaser shall thereafter have a period of thirty (30) days to provide written notice to Seller whether Purchaser wishes to assume such New Service Contracts. In the absence of such notice, Seller shall terminate all Service Contracts and any New Service Contracts prior to or at the time of Closing.

7. Termination of Agreement. If this Agreement is terminated pursuant to a termination right expressly set forth herein, then (a) within five (5) business days following such termination, Purchaser shall deliver to Seller all of the Due Diligence Items and upon Seller's receipt of the Due Diligence Items and any third party reports ordered or updated by Purchaser, Escrow Holder shall immediately release to Purchaser the Earnest Money Deposit and the Good Faith Deposit, plus all interest earned thereon, if any; (b) all documents deposited with the Escrow Holder by Purchaser shall be returned to Purchaser, and all documents deposited with Escrow Holder by Seller shall be returned to Seller; (c) no Broker's Fee shall be payable to Broker; (d) the parties shall equally share any cancellation fee of the Escrow Holder, and (e) neither party shall have any further obligations to the other hereunder, except for those obligations and indemnities which are expressly made to survive the termination.

8. Representations and Warranties.

(a) Seller's Representations and Warranties. Seller represents and warrants to Purchaser as follows:

(i) To Seller's Actual Knowledge, the Rent Roll is true and correct in all material respects.

(ii) To Seller's Actual Knowledge, as of the Effective Date, Seller has received no notice from any governmental authority with jurisdiction over the Property of any

current violation by the Property of any laws, ordinances or regulations applicable to the Property, and Seller is in compliance with any past notices of past violations. Seller shall immediately provide Purchaser with a copy of any such notices received after the Effective Date.

(iii) There is no material litigation pending or, to Seller's Actual Knowledge, threatened against Seller that arises out of the ownership of the Property.

(iv) No condemnation or eminent domain proceedings are pending or, to Seller's Actual Knowledge, threatened against the Property.

(v) Seller is a domestic for-profit corporation, duly organized, validly existing and in good standing under the laws of the State of Texas .

(vi) This Agreement has been duly authorized, executed and delivered by Seller, constitutes a legal, valid and binding obligation of Seller, and does not violate any provisions of any contract or judicial order to which Seller is a party or to which Seller is subject. Furthermore, all documents executed by Seller that are to be delivered to Purchaser at the Close of Escrow will be at the time of Close of Escrow, duly authorized, executed and delivered by Seller, will constitute legal, valid and binding obligations of Seller, and will not violate any provisions of any contract or judicial order to which Seller is a party or to which Seller is subject.

(vii) All Due Diligence Items (including, without limitation, the Leases and the Service Contracts) provided to Purchaser are true, correct and complete copies of such items. None of the Due Diligence Items provided to Purchaser has been amended or modified except as disclosed to Purchaser.

(viii) Except as disclosed in the Due Diligence Items provided to Purchaser, there are no contracts or agreements relating to the ownership, operation and maintenance of the Property that will survive the Closing, other than the Service Contracts that Purchaser elects to assume at Closing.

(ix) No person, corporation or other entity has, or in the Closing Date shall have, any right or option granted by Seller (or any other right or option of which Seller is aware) to acquire all or any portion of the Property.

(x) Seller and each person or entity owning an interest in Seller is (a) (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"), and (ii) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (b) none of the funds or other assets of Seller constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), (c) no Embargoed Person has any interest of any nature whatsoever in Seller (whether directly or indirectly), and (d) Seller has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade

restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Seller is prohibited by law or Seller is in violation of law.

For the purposes of this Agreement, whenever the phrase "to Seller's Actual Knowledge" is used, then it shall be deemed to refer to the actual knowledge of Seller's asset manager and Seller's property manager for the Property, without such person undertaking any investigation.

(b) Purchaser's Representations and Warranties. Purchaser hereby represents and warrants that:

(i) Purchaser is a home-rule city, duly organized, validly existing and in good standing under the laws of the state of its formation, with full right, power and authority to take title to the Property and to enter into and otherwise perform and comply with the terms of this Agreement.

(ii) This Agreement has been duly authorized, executed and delivered by Purchaser, constitutes a legal, valid and binding obligation of Purchaser, and does not violate any provisions of any contract or judicial order to which Purchaser is a party or to which Purchaser is subject. Furthermore, all documents executed by Purchaser that are to be delivered to Seller at the Close of Escrow will be at the time of Close of Escrow, duly authorized, executed and delivered by Purchaser, will constitute legal, valid and binding obligations of Purchaser, and will not violate any provisions of any contract or judicial order to which Purchaser is a party or to which Purchaser is subject.

(c) Survival. Any cause of action of a party for a breach of the representations and warranties described in Paragraphs 8(a) and (b) above shall survive for a period of six months from the Closing Date (the "Survival Period"), at which time such representations and warranties (and any cause of action resulting from a breach thereof not then in litigation) shall terminate. The Survival Period shall only apply to those representations and warranties described in Paragraphs 8(a) and (b) and where elsewhere expressly stated to apply in this Agreement.

9. Seller's Covenants. Between the Effective Date and the Closing or earlier termination of this Agreement, Seller covenants and agrees as follows:

(a) Seller shall continue to maintain, operate and lease the Property in the same manner in which Seller is currently operating, maintaining and leasing the Property.

(b) Seller shall maintain all casualty, liability and hazard insurance currently in force with respect to the Property.

(c) Seller shall promptly furnish to Purchaser copies of any and all new Service Contracts ("New Service Contracts").

(d) Seller shall not sell, mortgage, pledge, hypothecate or otherwise transfer or dispose of the Property or any interest therein or part thereof, nor shall Seller initiate, consent to, approve or otherwise take any action with respect to zoning or any other governmental rules or

regulations applicable to the Property.

(e) Seller shall fully, diligently and promptly comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of all federal, state or local authorities (collectively, "Applicable Laws") to ensure that the Real Property and the Improvements are not contaminated with any substance or material currently identified by any Applicable Laws to be toxic or hazardous, including without limitation, any asbestos, pcb, radioactive substance, methane, volatile hydrocarbons, industrial solvents, or any other material or substance which has in the past or could at any time in the future cause or constitute a health, safety, or environmental hazard to any person or property (collectively, "Hazardous Substance"). Seller will not cause to occur any discharge, spillage, uncontrolled loss, seepage or filtration of oil or petroleum or chemical liquids or solids, liquid or gaseous products or Hazardous Substance at, under or within the Real Property or Improvements or otherwise violate any Applicable Laws. If Seller knows, or has reasonable cause to believe, that a Hazardous Substance, or a condition involving or resulting from same, has come to be located in, on, under or about the Real Property or the Improvements, Seller shall promptly give written notice of such fact to Purchaser. Seller shall also promptly give Buyer a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action or proceeding given to, or received from, any governmental authority or private party, or persons entering or occupying the Real Property or the Improvements, concerning the presence, spill, release, discharge of, or exposure to, any Hazardous Substance or contamination in, on, or about the Real Property or the Improvements. Seller shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands that may in any manner arise from or be imposed because of the failure of Seller to comply with this Paragraph 9(d) (the "Costs"), and Seller shall indemnify, protect, hold harmless and defend Purchaser from and against the Costs.

10. PROPERTY SOLD AS-IS. (i) Purchaser hereby agrees that approval or deemed approval of the Property by failure to deliver a Disapproval Notice shall constitute an acknowledgment that Purchaser (a) has concluded whatever studies, tests, and investigations Purchaser desired to conduct relating to the Property including, without limitation, economic reviews and analyses, soils tests, engineering analyses, environmental analyses and analysis of any applicable records of the planning, building, public works or any other governmental or quasi-governmental entity having or asserting jurisdiction over the Property; (b) has reviewed and read (or has elected not to do so) and has understood all instruments affecting the Property and/or its value which Purchaser deems relevant, including, without limiting the generality of the foregoing, all documents referred to in the COMMITMENT and all leases, operating statements, demographic studies and market analyses; (c) and its consultants have made all such independent studies, analyses and investigations, as Purchaser has deemed necessary, including, without limitation, those relating to environmental matters and the leasing, occupancy and income of the Property; (d) is relying solely on its own investigations as to the Property and its value and is assuming the risk that adverse physical, economic or other conditions (including, without limitation, adverse environmental conditions (including, without limitation, soils and groundwater conditions) and status of compliance with the requirements of the Americans With Disabilities Act of 1990 or the Fair Housing Act of 1968, as amended) may not have been revealed by such investigation; and (e) that Seller has given Purchaser every opportunity to consider, inspect and review to its satisfaction the physical, environmental, economic and legal condition of the Property and all files and information in Seller's possession which Purchaser deems material to the purchase of the Property.

(ii) Except as otherwise expressly provided in Paragraph 8(a) above and the warranty of title contained in the Deed to be delivered at Closing, Seller disclaims the making of any representations or warranties, express or implied, regarding the Property or its value or matters affecting the Property, including, without limitation, the physical condition of the Property, title to or the boundaries of the Real Property, pest control matters, soil condition, hazardous waste, toxic substance or other environmental matters, compliance with the Americans with Disabilities Act of 1990, Fair Housing Act of 1968 (as amended) or other building, health, safety, land use and zoning laws, regulations and orders, structural and other engineering characteristics, traffic patterns and all other information pertaining to the Property. Purchaser, moreover, acknowledges (i) that Seller did not develop or construct the Property, (ii) that Purchaser has entered into this Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic and legal condition of the Property and (iii) that Purchaser is not relying upon any representations and warranties, other than those specifically set forth in Paragraph 8(a) above, made by Seller or anyone acting or claiming to act on Seller's behalf concerning the Property or its value. Purchaser further acknowledges that it has not received from Seller any accounting, tax, legal, architectural, engineering, property management or other advice with respect to this transaction and is relying solely upon the advice of its own accounting, tax, legal, architectural, engineering, property management and other advisors. Purchaser agrees that the Property is to be sold to and accepted by Purchaser in its "AS IS" condition and WITH ALL FAULTS on the Closing Date and assumes the risk that adverse physical, environmental, economic or legal conditions may not have been revealed by its investigation.

(iii) Except with respect to any claims arising out of any breach of covenants, representations or warranties set forth in Paragraphs 8(a) and 9 above, Purchaser, for itself and its agents, affiliates, successors and assigns, hereby releases and forever discharges Seller, its agents, partners, affiliates, successors and assigns from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of this agreement, which Purchaser has or may have in the future, arising out of the physical, environmental, economic or legal condition of the Property. Purchaser hereby specifically acknowledges that Purchaser has carefully reviewed this subsection and discussed its import with legal counsel and that the provisions of this subsection are a material part of this Agreement.

Purchaser's Initials: _____

11. Closing.

(a) Close of Escrow. The closing of the purchase and sale of the Property pursuant to this Agreement (the "Closing") shall take place through Escrow (as defined below) at the office of the Escrow Holder on a date to be determined by Seller upon thirty (30) days written notice to Purchaser, provided such date, shall be no earlier than the thirtieth (30th) day following the expiration of the Due Diligence Period and no later than the last day of the ninth (9th) month following the Effective Date hereto or such other date as Purchaser and Seller may mutually agree in writing (the "Closing Date"). The Closing Date may not be extended without the prior written approval of both Seller and Purchaser, except as provided for herein.

(b) Payment of the Purchase Price. The Purchase Price shall be paid, and all

documents necessary for the consummation of the purchase and sale transaction contemplated hereby shall be executed and delivered on or before the Closing Date, and Seller shall deliver possession of the Property to Purchaser on the Closing Date.

(c) Seller's Deliveries. On or before the Closing Date (or within such timeframe as may be more specifically provided below), Seller shall cause to be delivered into Escrow (except as specifically noted) the following documents:

(i) The Deed in the form of Exhibit B attached hereto duly executed by Seller and acknowledged, conveying to Purchaser the Real Property, Appurtenances and Improvements described in Exhibit A in fee simple;

(ii) The Bill of Sale duly executed by Seller, in the form of Exhibit C attached hereto;

(iii) Two (2) counterparts of the Assignment and Assumption of Leases duly executed by Seller, assigning and conveying to Purchaser the Seller's interest in, to and under the residential Leases, in the form of Exhibit D attached hereto;

(iv) Originals of all Leases (and all amendments thereto, if any, and all records and correspondence relating thereto) and Lease Documents in Seller's possession or control covering the Property or any portion thereof (to be delivered outside of Escrow), and any Lease Deposits relating thereto (unless Purchaser is being credited for the amount of such Lease Deposits pursuant to Paragraph 11(g) below), together with a Certificate of Rent Roll dated as of the Closing Date, in the form of Exhibit G attached hereto;

(v) Two (2) counterparts of the Assignment and Assumption of Contracts and Intangibles duly executed by Seller, assigning and conveying to Purchaser Seller's interest in, to and under the Service Contracts to be continued (if any) by Purchaser after the Closing and the Intangible Property, in the form attached hereto as Exhibit E;

(vi) Originals or copies of all Service Contracts in the possession or control of Seller (to be delivered outside of Escrow) to be continued (if applicable) by Purchaser after the Closing;

(vii) Notice to tenants at the Property duly executed by Seller, in the form attached hereto as Exhibit F;

(viii) (Intentionally omitted)

(ix) An affidavit sworn by an officer of Seller to the effect that Seller is not a "foreign person" as that term is defined in Section 1445(f)(3);

(x) Such entity formation documents, resolutions, authorizations, certificates of incumbency, certificates of good standing, and other documentation with respect to Seller as Escrow Holder may require in order to cause the Closing to occur or as the Title Company may require in order issue the Title Policy;

(xi) To the extent in the possession or control of Seller, all keys for the Property with identification of the lock to which each such key relates (to be delivered outside of Escrow);

(xii) A closing statement prepared in writing by Escrow Holder and approved in writing by Seller; and

(xiii) Any other documents, instruments, records, correspondence or agreements called for hereunder which have not previously been delivered, or which are reasonably required by Escrow Holder or otherwise to close the Escrow and consummate the purchase of the Property in accordance with the terms hereof.

(e) Purchaser Deliveries. On or before the Closing Date (or within such timeframe as may be more specifically provided below), Purchaser shall cause to be delivered into Escrow (except as specifically noted) the following documents:

(i) The Closing Payment;

(ii) Two (2) counterparts of the Assignment and Assumption of Leases duly executed by Purchaser, in the form of Exhibit D attached hereto;

(iii) Two (2) counterparts of the Assignment of Contracts and Intangibles duly executed by Purchaser, in the form attached hereto as Exhibit E;

(iv) (Intentionally omitted)

(v) Such corporate, partnership or other entity formation documents, resolutions, authorizations, certificates of incumbency, certificates of good standing, and other documentation with respect to Purchaser as Escrow Holder may require in order to cause the Closing to occur or as the Title Company may require in order to issue the Title Policy;

(vi) A closing statement prepared by Escrow Holder and approved in writing by Purchaser; and

(vii) Any other documents, instruments, records, correspondence or agreements called for hereunder which have not previously been delivered, or which are reasonably required by Escrow Holder or otherwise to close the Escrow and consummate the purchase of the Property in accordance with the terms hereof.

(f) Delivery of Title Policy. At the Close of Escrow, the Title Company shall deliver to Purchaser the Title Policy in accordance with Paragraph 4(d).

(g) Title Charges; Closing Fees and Costs. Purchaser shall pay the premium for the Standard Coverage Owner's Title Policy. Seller shall pay the cost of curing any Non-Permitted Liens. Seller shall pay any transfer taxes or similar taxes. Purchaser shall pay recording fees and all other costs and charges of the escrow for the sale.

(h) Prorations. In each proration set forth below, the portion thereof applicable to the

period beginning at 12:01 a.m. on the Closing Date shall be credited to Purchaser and the portion thereof applicable to the period ending at such time shall be credited to Seller (such that income and expenses run to Purchaser starting on the Closing Date). Prorations shall be calculated on the basis of a 365-day year. The provisions of this Paragraph 11(h) shall expressly survive the Closing.

(i) Collected Rents and Other Income. Rents and other income actually collected for the month in which the Closing occurs (whether such collection takes place prior to, at or after Closing) shall be prorated at the Close of Escrow effective as of the Closing Date. Any rent received by Seller after the Closing with respect to time periods from and after the Closing Date shall be delivered to Buyer within ten (10) days after Seller's receipt. If Seller elects not to deliver Lease Deposits directly to Purchaser, Purchaser shall be entitled to a credit against the Purchase Price for the total sum of all Lease Deposits paid to Seller by tenants under any Leases affecting the Property, except for Lease Deposits which have been credited or refunded to tenants as disclosed on the Rent Roll. Seller and Purchaser hereby agree that if any of the aforesaid prorations cannot be calculated accurately on the Closing Date, then the same must be calculated within thirty (30) days after the Closing Date and either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party, within ten (10) days after delivery of a bill therefor.

(ii) Delinquent Rents. Any monies collected by Purchaser after Closing from a tenant who is more than thirty (30) days delinquent in payment of rent as of the Closing Date shall be applied in the following order of priority, with respect to the applicable lease: (i) first, to any rent then due to Purchaser for the month in which the Closing occurs or any subsequent months; (ii) second, to pay reasonable outside collection costs incurred by the party collecting such rent; and (iii) third, to Seller to the extent of any rents delinquent as of the Closing Date. Notwithstanding the foregoing, under no circumstances shall Purchaser be required to resort to legal action or otherwise take any action with respect to collection of any delinquent rents attributable to periods prior to Closing.

(iii) Leasing Commissions. Seller shall pay any finder's fee or leasing commissions owed for the existing term of Leases or provide Purchaser with a credit on the Closing Date.

(iv) Taxes and Assessments. All delinquent taxes and assessments, if any, on the Property shall be paid at the Closing from Seller's funds. Real and personal property ad valorem taxes pertaining to the Property for the year in which the Closing occurs shall be prorated as of the Closing, based upon actual days involved. Seller shall be responsible for all ad valorem taxes pertaining to the Property for any period prior to the Closing. Purchaser shall receive credit on the amount of the cash payments to be made by Purchaser pursuant hereto for the prorated amount of such taxes for the year of Closing which is chargeable to Seller. In connection with the proration of both real and personal property ad valorem taxes, if actual tax figures for the year of the Closing are not available at the Closing, an estimated, tentative proration of taxes shall be made using tax figures from the preceding year; provided, however, that, when the actual taxes for the year of the Closing are available, a corrected proration of taxes shall be made. If such taxes for the year of the Closing increase over those for the preceding year, Seller shall pay to Purchaser a pro rata portion of such increase, computed to the Closing, and conversely, if such taxes for the year of the Closing decrease from those of the preceding

year, Purchaser shall pay to Seller a pro rata portion of such decrease, computed to the Closing, with any such payment to be made within ten (10) calendar days after notification by either party that such adjustment is necessary.

(v) Service Contracts. All amounts due under the Service Contracts that Purchaser elects to assume at Closing shall be prorated at the Close of Escrow effective as of the Closing Date. Seller shall be solely responsible for any and all amounts payable, including without limitation, any termination fees, under any and all Service Contracts that Purchaser does not elect to assume at Closing.

12. Escrow Instructions.

(a) Deposit of Purchase Agreement in Escrow. Within two (2) business days after the Effective Date, the parties shall deposit an executed copy of this Agreement (or a fully executed copy in counterparts) with Escrow Holder, and Purchaser shall concurrently therewith place the Earnest Money Deposit with Escrow Holder. Escrow Holder shall promptly execute this Agreement upon receipt of this Agreement and the Earnest Money Deposit and, thereupon, escrow hereunder (the "Escrow") shall be established. This Agreement shall serve as the instruction to Escrow Holder to consummate the purchase and sale contemplated hereunder. Seller and Purchaser agree to execute such additional and supplementary escrow instructions as may be reasonably appropriate to enable Escrow Holder to comply with the terms of this Agreement in the form of an amendment to this Agreement. The transactions contemplated herein shall be consummated through Escrow. "Close of Escrow" shall occur on the Closing Date.

(b) Conditions to Close. Escrow Holder shall close the Escrow on the Closing Date by (i) causing the Deed to be recorded in the Recorder's Office of the county in which the Property is located, and (ii) delivering the Closing Payment, the Earnest Money Deposit and the Good Faith Deposit to Seller and the other funds and documents as provided in this Agreement, WHEN AND ONLY WHEN each of the following conditions have been satisfied:

- (i) All funds and documents have been delivered to Escrow Holder; and
- (ii) Title Company is prepared to deliver the Title Policy.

(c) Distribution of Funds and Documents. Unless this Agreement terminates as provided herein, all funds received by Escrow Holder shall be, until Close of Escrow, kept on deposit and invested. Interest accruing to such account prior to the Close of Escrow shall be for the account of Purchaser. Interest accruing on all sums due Seller after the Close of Escrow shall be for the account of Seller. All disbursements by Escrow Holder to Seller shall be made by federal wire transfer in accordance with wiring instructions to be given by Seller prior to the Closing Date. Upon Close of Escrow:

- (i) Escrow Holder shall disburse the Closing Payment and the Deposit to Seller.
- (ii) Escrow Holder shall cause the recorded Deed to be delivered to Purchaser.

(iii) Escrow Holder shall deliver all other items deposited into Escrow to the party entitled thereto or benefited thereby.

13. Default.

(a) Default by Purchaser; Limitation on Liability; Liquidated Damages. SELLER AND PURCHASER EXPRESSLY ACKNOWLEDGE AND AGREE THAT IF CLOSING FAILS TO OCCUR SOLELY AS THE RESULT OF A DEFAULT UNDER THIS AGREEMENT BY PURCHASER, AND IF ALL OTHER CONDITIONS TO PURCHASER'S OBLIGATIONS TO CONSUMMATE THE PURCHASE OF THE PROPERTY TO BE SATISFIED AS OF THE DATE OF SUCH DEFAULT HAVE BEEN SATISFIED AT THE TIME OF SUCH DEFAULT, (i) SELLER WILL BE MATERIALLY DAMAGED, (ii) IT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE AT THIS TIME TO ESTIMATE THE AMOUNT OF SUCH DAMAGE, AND (iii) AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE EARNEST MONEY DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES THAT SELLER WOULD INCUR IN SUCH EVENT. ACCORDINGLY, SELLER AND PURCHASER AGREE THAT IN THE EVENT OF SUCH A DEFAULT BY PURCHASER, AND CONDITIONED ON ALL OTHER CONDITIONS TO PURCHASER'S OBLIGATIONS TO CONSUMMATE THE PURCHASE OF THE PROPERTY BEING FULFILLED AT THE TIME OF SUCH DEFAULT, THE EARNEST MONEY DEPOSIT SHALL CONSTITUTE LIQUIDATED DAMAGES FOR SUCH DEFAULT. THE ESCROW HOLDER IS HEREBY INSTRUCTED BY SELLER AND PURCHASER TO DELIVER THE EARNEST MONEY DEPOSIT TO SELLER IN SUCH EVENT, AND SELLER SHALL RETAIN THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES. SUCH LIQUIDATED DAMAGES SHALL CONSTITUTE SELLER'S SOLE AND EXCLUSIVE REMEDY FOR PURCHASER'S DEFAULT, AND SHALL BE IN LIEU OF ANY OTHER MONETARY RELIEF OR ANY OTHER RELIEF TO WHICH SELLER MAY OTHERWISE BE ENTITLED UNDER THIS AGREEMENT OR UNDER THE LAW, AND SELLER HEREBY WAIVES ANY RIGHT TO SPECIFIC PERFORMANCE OR DAMAGES HEREUNDER, EXCEPT THAT SELLER SHALL BE ENTITLED TO EXERCISE ANY RIGHTS OR REMEDIES IT MAY HAVE BY VIRTUE OF ANY INDEMNITY CREATED OR GRANTED HEREIN.

BY PLACING ITS INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

INITIALS: Seller: Y.C. Purchaser: _____

(b) DEFAULT BY SELLER; OTHER FAILURE TO CONSUMMATE AGREEMENT. IF CLOSING FAILS TO OCCUR SOLELY AS A RESULT OF (i) A DEFAULT BY SELLER IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR (ii) THE FAILURE OF A CONDITION BENEFITING PURCHASER

BECAUSE SELLER FRUSTRATED SUCH FULFILLMENT BY SOME AFFIRMATIVE ACT OR NEGLIGENT OMISSION, AND IF ALL OTHER CONDITIONS TO SELLER'S OBLIGATIONS TO CONSUMMATE THE SALE OF THE PROPERTY TO BE SATISFIED AS OF THE DATE OF SUCH DEFAULT OR FAILURE OF CONDITION HAVE BEEN SATISFIED AT THE TIME OF SUCH DEFAULT OR FAILURE, THEN, UPON NOTICE BY PURCHASER TO SELLER AND ESCROW AGENT TO THAT EFFECT, PURCHASER SHALL ELECT, IN PURCHASER'S SOLE DISCRETION, TO EITHER (I) TERMINATE THIS AGREEMENT AND RECEIVE THE EARNEST MONEY DEPOSIT AND THE GOOD FAITH DEPOSIT (PLUS ACCRUED INTEREST) IN WHICH EVENT (A) SELLER SHALL PAY THE CANCELLATION CHARGES OF ESCROW AGENT, (B) NO BROKER'S FEE SHALL BE EARNED, AND (C) THIS AGREEMENT SHALL AUTOMATICALLY TERMINATE AND BE OF NO FURTHER FORCE OR EFFECT AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, OTHER THAN PURSUANT TO ANY PROVISION HEREOF WHICH EXPRESSLY SURVIVES THE TERMINATION OF THIS AGREEMENT; or (II) SUE FOR SPECIFIC PERFORMANCE.

INITIALS: Seller: J.C. Purchaser: _____

14. Loss by Fire or Other Casualty; Condemnation.

(a) Casualty. If, prior to the Closing Date, any part of the Property is damaged or destroyed by fire or other casualty loss, Seller shall restore the Property to its previous condition as soon as reasonably possible, but, in any event, prior to the Closing Date. If Seller is unable to do so, without fault and notwithstanding Seller's diligent, good faith efforts, Purchaser shall have the option to either (x) terminate this Agreement by delivering written notice of termination to Seller, in accordance with Paragraph 7 hereof, or (y) proceed with the purchase of the Property, in which event at Closing Purchaser shall be credited against the Purchase Price the amount of all insurance proceeds or condemnation awards collected by Seller as a result of any such damage or destruction (or such proceeds shall be assigned to Purchaser if not then collected), plus any insurance deductibles applicable to such damage or destruction, less any monies actually expended by Seller to repair any damage.

(b) Condemnation. If any part of the Property is condemned prior to Closing Date, Seller shall promptly give Purchaser written notice of such condemnation and Purchaser shall have the option of either applying the proceeds on a pro rata basis of any condemnation award to reduce the Purchase Price provided herein, or declaring this Agreement terminated in accordance with Paragraph 7 hereof by delivering written notice of termination to Seller.

15. Attorneys' Fees. Any signatory to this Agreement who is the prevailing party in any legal proceeding against any other signatory brought in connection with this Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney fees, and all other litigation expenses, including deposition costs, travel and expert witness fees, from the non-prevailing party.

16. Notices. Any notice required or permitted to be given or delivered under this Agreement shall be in writing and (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by Federal Express or similar nationally recognized overnight courier service, or (iv) transmitted by facsimile with a hard copy sent

within one (1) business day by any of the foregoing means. Such notice shall be deemed to have been given or delivered upon the date of actual receipt or delivery (or refusal to accept delivery), as evidenced by the notifying party's receipt of written or electronic confirmation of such delivery or refusal, if received by the party to be notified between the hours of 8 a.m. and 5 p.m. Central time on any business day, with delivery made after such hours to be deemed received on the following business day. For the purposes of notice, the addresses of the parties shall be as follows:

Purchaser: City of Carrollton, Texas
Attention: City Manager
P.O. Box 110535
Carrollton, TX 75011

Copies to: City of Carrollton, Texas
Attention: City Attorney
P.O. Box 110535
Carrollton, TX 75011

Seller: Better, Inc.
Attention: Yeu-Kuan Chang
PO Box 865127
Plano, Texas 75086

Copies to: Simon Tan
Son & Tan LLP
7005 Chase Oaks Boulevard, Suite 180
Plano, Texas 75025

or such other address as either party may from time to time specify in writing delivered to the other in accordance with this Paragraph 16.

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

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns where permitted by this Agreement.

19. Intentionally omitted.

20. 1031 Exchange. Seller and/or Purchaser may wish to effect an IRC Section 1031 tax-deferred exchange and both parties will cooperate to facilitate such an exchange; provided, however, neither party shall incur additional cost or expense on the other party's behalf, and shall not be required to advance or deposit monies in excess of amounts required by this Agreement for purchase of the subject Property, and such exchange shall not materially alter the time periods or Closing Date specified in this Agreement.

21. Governing Law. This Agreement shall be construed under and in accordance with the laws of the state in which the Property is located.

22. 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.

23. Exhibits. All exhibits attached hereto are incorporated herein by this reference.

24. Time. Time is of the essence.

25. Date of Performance. If the date for performance of any act under this Agreement falls on a Saturday, Sunday or federal holiday, the date for such performance shall automatically be extended to the first succeeding business day that is not a Saturday, Sunday or federal holiday.

26. Legally Binding. This is intended to be a legally binding agreement. This Agreement constitutes the entire agreement between the parties and their real estate agents, there being no oral contracts, representations, conditions, or warranties, express or implied, in addition to this Agreement.

27. Waiver. No waiver by Purchaser or Seller of a breach of any of the terms, covenants and conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by Purchaser or Seller hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified in such waiver.

28. Lead-Based Paint Disclosure. If the Improvements or any part thereof were built prior to 1978, the "Lead-Based Paint Disclosure Addendum to Purchase Agreement" attached hereto as Exhibit H is incorporated herein by this reference and shall be completed by Seller and Purchaser.

29. Confidentiality. Seller and Purchaser agree to keep the terms of this Agreement confidential and not make any public announcements or disclosures with respect to the subject matter hereof without the prior written consent of the other party. Notwithstanding the foregoing, Purchaser shall be permitted to disclose the terms of this Agreement to its employees, consultants, attorneys or agents who are actively and directly participating in the evaluation of the Property, the negotiation and execution of this Agreement or financing of the purchase of the Property.

30. Further Instruments. Each party will, whenever and as often as it shall be requested so to do by the other, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting party, in order to carry out the intent and purpose of this Agreement.

31. Counterparts. This Agreement may be executed in any number of counterparts, provided each of the parties hereto executed at least one counterpart; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

32. Brokers. Purchaser shall pay a broker's fee to Purchaser's Broker O'Boyle Properties, Inc. dba ARA- Central Region (Dallas Office) by separate agreement. Other than as set forth in this Paragraph 32, Seller and Purchaser each represent and warrant to the other that no other real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated hereby, and each agrees to and does hereby indemnify and hold the other harmless against the payment of any commission to any person or entity claiming by, through or under Seller or Purchaser, as applicable. This indemnification shall extend to any and all claims, liabilities, costs and expenses (including reasonable attorneys' fees and litigation costs) arising as a result of such claims and shall survive the Closing. This Paragraph 32 shall expressly survive any Closing or any termination of this Agreement.

[Reminder of page intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

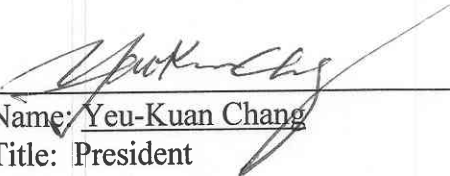
PURCHASER:
CITY OF CARROLLTON, TEXAS
a home-rule municipality

Dated: _____, 2015

By: _____
Name: _____
Title: _____

SELLER:
BETTER, INC.
a Texas corporation

Dated: July 1st, 2015

By: 
Name: Yeu-Kuan Chang
Title: President

RECEIPT OF DEPOSIT ACKNOWLEDGMENT

Title Company acknowledges receipt of the earnest money Earnest Money
Deposit in the amount of \$ _____ and in the form of
_____ on this _____ day of _____, 2015

CHICAGO TITLE INSURANCE COMPANY

By: _____

Name: _____

Title: _____

ESCROW HOLDER'S ACKNOWLEDGMENT

The undersigned hereby executes this Agreement to evidence its contract to act as Escrow Holder in accordance with the terms of this Agreement.

Date: _____, 2015

CHICAGO TITLE INSURANCE COMPANY

By: _____

Name: _____

Title: _____

BROKER'S ACKNOWLEDGMENT

Broker, or Broker's Agent, has executed this Agreement for the purpose of evidencing its contract to the terms of Paragraph 32 of this Agreement. No consent by Broker shall be required to amend any other term of this Agreement.

Date: _____, 2015

BROKER:

By: _____

Name: _____

Title: _____

EXHIBIT A
Real Property Legal Description

EXHIBIT B
Form of Deed

EXHIBIT C
BILL OF SALE

For good and valuable consideration the receipt of which is hereby acknowledged, _____, a _____ limited liability company ("Seller") does hereby sell, transfer and convey to _____ ("Purchaser"), all personal property owned by Seller and located on or in or used in connection with the Property (as such term is defined in that certain Purchase and Sale Agreement and Joint Escrow Instructions (the "Purchase Agreement") with an Effective Date (as defined in the Purchase Agreement) of _____, 2015 by and between Seller and Purchaser, including, without limitation, those items described in Schedule I attached hereto and incorporated herein by this reference.

Seller hereby represents and warrants to Purchaser that Seller is the lawful owner of such personal property, and that such personal property is free and clear of all liens, encumbrances, conditional sales contracts, security interests and claims.

Dated as of _____, 2015.

SELLER:

By: _____

SCHEDULE I
to
Bill of Sale
Inventory of Personal Property Included in the Sale

EXHIBIT D
ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this "Assignment") dated as of _____, 2015, is between **Better Inc.**, a domestic for-profit corporation in the State of Texas ("Assignor"), and **City of Carrollton, Texas**, a home rule municipal corporation ("Assignee").

WHEREAS, Assignor is the lessor under certain leases executed with respect to the Property (as defined below), which leases are described in Schedule I attached hereto (the "Leases");

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions dated effective as of _____, 2015 (the "Agreement"), pursuant to which Assignee agreed to purchase the real property and improvements described therein (the "Property") from Assignor and Assignor agreed to sell the Property to Assignee, on the terms and conditions contained therein.

WHEREAS, Pursuant to the Agreement, Assignor desires to assign its interest as landlord under the Leases to Assignee, and Assignee desires to accept the assignment thereof, on the terms and conditions set forth below.

Now Therefore, the parties hereto agree as follows:

1. As of the date on which the Property is conveyed to Assignee pursuant to the Agreement (the "Conveyance Date"), Assignor hereby assigns to Assignee all of its right, title and interest in and to the Leases and, to the extent Assignee has not received a credit therefor, all prepaid rents and security and other deposits held by Assignor under the Leases and not credited or returned to tenants.

2. Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all liabilities, losses, claims, damages, costs or expenses, including, without limitation, reasonable attorneys' fees and costs (collectively, the "Claims"), originating prior to the Conveyance Date and arising out of the Assignor's obligations under the Leases.

3. Assignee hereby assumes all of Assignor's obligations under the Leases arising as of the Conveyance Date and agrees to indemnify Assignor against and hold Assignor harmless from any and all Claims originating on or subsequent to the Conveyance Date and arising out of the Assignee's obligations under the Leases.

4. In the event of any dispute between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such dispute, including, without limitation, reasonable attorneys' fees and costs.

5. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Assignor and Assignee have executed this Agreement as of the day and year first written above.

ASSIGNOR:
SELLER:

By: _____

ASSIGNEE:

a _____

By: _____
Name: _____
Its: _____

EXHIBIT E
ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND INTANGIBLE
PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND INTANGIBLE PROPERTY (this "Assignment") dated as of _____, 2014, is **Better Inc.**, a domestic for-profit corporation in the State of Texas ("Assignor"), and **City of Carrollton, Texas**, a home rule municipal corporation ("Assignee").

WHEREAS, Assignor has entered into certain service contracts which affect the Property (as defined below), which service contracts are described in Schedule I attached hereto (the "Contracts").

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions dated effective as of _____, 2014 (the "Agreement"), pursuant to which Assignee agreed to purchase the real property and improvements described therein (the "Property") from Assignor and Assignor agreed to sell the Property to Assignee on the terms and conditions contained therein.

WHEREAS, Pursuant to the Agreement, Assignor desires to assign its interest in the Contracts and in the Intangible Property with respect to the Property to Assignee, and Assignee desires to accept the assignment thereof, on the terms and conditions set forth below.

ACCORDINGLY, the parties hereto agree as follows:

1. As of the date on which the Property is conveyed to Assignee pursuant to the Agreement (the "Conveyance Date"), Assignor hereby assigns to Assignee all of its right, title and interest in and to the Contracts and Intangible Property now owned by Assignor in connection with the Property, excluding claims by Assignor, if any, arising out of matters occurring before the Conveyance Date;
2. Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all liabilities, losses, claims, damages, costs or expenses, including, without limitation, reasonable attorneys' fees and costs (collectively, the "Claims"), originating prior to the Conveyance Date and arising out of Assignor's obligations under the Contracts.
3. Assignee hereby assumes all of Assignor's obligations under the Contracts arising as of the Conveyance Date and agrees to indemnify Assignor against and hold Assignor harmless from any and all Claims originating on or subsequent to the Conveyance Date and arising out of the Assignee's obligations under the Contracts.
4. In the event of any dispute between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such dispute, including, without limitation, reasonable attorneys' fees and costs.
5. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Assignor and Assignee have executed this Agreement as of the day and year first written above.

ASSIGNOR:
SELLER:

By: _____

ASSIGNEE:

a _____

By: _____
Name: _____
Its: _____

EXHIBIT F
Form of Tenant Notice
_____, LLC

_____, 2014

Tenant
address, apt.
city state zip

Re: _____ Apartments

Dear Lessee:

You are hereby notified and advised that as of _____, 2015, _____ ("Purchaser") has purchased and acquired from _____, LLC ("Seller"), all of Sellers' right, title and interest in and to the apartment complex known as the _____ Apartments (the "Property") including, without limitation, all of Sellers' right, title and interest as the "Landlord," "Lessor" and "Owner" in and to all lease agreements, rental agreements and other tenancies providing for the leasing, rental and other occupancy of space within or upon the Property. In addition, the new property manager for the Property is _____ located at the following address, and copies of all future notices to the landlord or lessor under your lease should be sent to:

In accordance with the new ownership, you are hereby notified that your security deposit, if any, has been transferred to Purchaser as of the date hereof. All future, current, or past due payments of rent should be made payable to "_____" and mailed to the following address:

All other terms and provisions of your lease shall remain in full force and effect. It has been a pleasure working with you.

SELLER:

By: _____

SELLER:

By: _____

EXHIBIT G
Certificate of Rent Roll

To:

Gentlemen,

You are hereby advised that the undersigned is the owner of those certain premises comprising the real property and improvements thereon commonly known as the _____ Apartments and located at _____, (the "Property"). The undersigned hereby represents and warrants that the information in the attached Rent Roll is true and correct in all material respects as of the date thereof.

The undersigned makes this representation and warranty for your benefit and protection with the understanding that you intend to rely upon this statement in connection with your intended purchase of the Property from the undersigned. The representation and warranty contained in this Certificate shall survive the closing of your purchase of the Property for a period of six months.

Dated: _____, 2015.

SELLER:

By: _____

EXHIBIT H
Lead Based Paint Addendum
LEAD-BASED PAINT DISCLOSURE ADDENDUM TO THE PURCHASE AND SALE AGREEMENT

This document is an addendum ("Addendum") to the Purchase and Sale Agreement with Joint Escrow Instructions ("Agreement") between _____, **Better Inc.**, a domestic for-profit corporation in the State of Texas ("Seller"), and **City of Carrollton, Texas**, a home rule municipal corporation ("Purchaser") dated as of _____, 2015.

The provisions of this Addendum are hereby added to and incorporated in the Agreement.

LEAD WARNING STATEMENT

EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE PURCHASER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

SELLER'S DISCLOSURE:

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports available to the Seller (check one below):

- _____ Seller has provided the buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

SELLER'S INITIALS: _____

PURCHASER'S ACKNOWLEDGEMENT

- (a) Purchaser has received copies of all information listed above.
- (b) Purchaser has received the pamphlet "Protect Your Family from Lead in Your Home."
- (c) Purchaser has (check one below):
 - ☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

PURCHASER'S IN _____