

Mediation Terms
7811 University Hills
Dallas, TX 75241

Sale Price: \$3,500,000

Contribution Letter: \$845,000

A dedication plaque to David Stevens (the seller) in a prominent place

New contract board approved by December 9th, 2020

Property closing complete by December 18th, 2020

FIRST AMENDMENT TO CONTRACT OF SALE

THIS FIRST AMENDMENT TO CONTRACT OF SALE (this "Amendment") is made as of November 24, 2020 (the "Effective Date"), by and between **BAYCO PROPERTIES LTD.**, a Texas limited partnership ("Seller"), and **INTERNATIONAL LEADERSHIP OF TEXAS, INC.**, a Texas non-profit corporation f/k/a International American Education Federation, Inc. ("Purchaser"). Seller and Purchaser may be referred to herein collectively as "Parties" and each as a "Party".

RECITALS

A. The Parties executed that certain Contract of Sale dated effective as of June 2, 2020 (the "Contract") for the purchase and sale of certain real property located in Dallas, Dallas County, Texas, as more particularly described in the Contract. All capitalized terms not defined herein shall have the meanings ascribed to them in the Contract.

B. Certain disputes arose regarding the Contract and the Parties reached a settlement of such disputes at mediation as set forth in Settlement Agreement of even date herewith ("Settlement Agreement").

C. Purchaser and Seller agree to modify the Contract in accordance with the terms and considerations set forth in the Settlement Agreement and this Amendment. The Parties agree that in the event of any conflict between this Amendment and the Settlement Agreement, the Settlement Agreement controls.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing, of the covenants, promises and undertakings set forth herein and for other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. Purchase Price. The Purchase Price set forth in Section 1.01 of the Contract is hereby changed to Four Million Three Hundred Forty-five Thousand and No/100 Dollars (\$4,345,000.00), which shall be discounted at Closing by Eight Hundred Forty-five Thousand and No/100 Dollars (\$845,000.00) (in addition to any other discount or credit), for a net sales price of no more than Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) (the "Net Sale Price"). For avoidance of doubt, the Purchase Price to be delivered by Purchaser at Closing is the Net Sale Price.

2. Title Review and Inspections. Purchaser has satisfied itself as to all title matters under Section 4.01 of the Contract and inspections and evaluation of the Property under Section 5.01 of the Contract.

3. Closing Date. Section 6.01 of the Contract is hereby amended and restated in its entirety to read as follows:

"6.01 Closing. The Closing of the sale contemplated hereby shall be held at the Title Company on or before December 18, 2020 ("Closing Date"). On or before December 9, 2020, Purchaser shall deliver to Seller and the Title Company written approval of the Purchaser's Board of Directors of the Contract and all amendments thereto ("Board Approval"), as well as the evidence of authority required pursuant to Section 6.04 hereof. Board Approval shall be a condition precedent to both Buyer's and Seller's obligation to close.

4. Closing Documents. The Parties acknowledge, stipulate and agree at Closing to utilize the form of special warranty deed attached hereto as Exhibit A and incorporated for all purposes herein.

5. Ratification. Except as modified hereby, the Contract is hereby ratified for all purposes and shall remain in full force and effect. This Amendment shall be binding upon Seller and Purchaser and their respective heirs, successors and assigns. If any inconsistency exists or arises between the terms of this Amendment and the terms of the Contract, this Amendment shall prevail.

5. Execution/Counterparts. This Amendment may be executed in counterparts and when counterparts of this Amendment have been executed and delivered by the Parties, this Amendment shall be fully binding and effective, just as if the Parties had executed and delivered a single counterpart of this Amendment. Without limiting the manner in which execution of this Amendment may be accomplished, execution by the Parties may be effected by facsimile or electronic transmission (via PDF or other means) of a signature page of this Amendment executed by such Party.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Amendment to be duly executed and delivered as of the Effective Date.

SELLER:

BAYCO PROPERTIES LTD.,
a Texas limited partnership

By: Bayco Group Management Company, L.L.C.,
its General Partner

By: _____
David L. Stephens, President

PURCHASER:

INTERNATIONAL LEADERSHIP OF TEXAS, INC.,
a Texas non-profit corporation

By: _____
Name: _____
Title: _____

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

SPECIAL WARRANTY DEED

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

Effective Date: _____, 2020

Grantor: **BAYCO PROPERTIES, LTD.**, a Texas limited partnership

Grantee: **INTERNATIONAL LEADERSHIP OF TEXAS, INC.**, a Texas non-profit corporation and open-enrollment public charter school

Grantee's Address: 1820 N. Glenville Drive, Suite 100, Richardson, Texas 75081

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged and confessed.

Property: That certain real property, located at 7811 University Hills, Dallas, Dallas County, Texas 75241, and being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Land**"), together with all and singular the estate, interests, reversions, remainders, licenses, contracts, permits, rights, benefits, privileges, easements, utility capacities, tenements, entitlements, hereditaments, privileges and appurtenances thereon or in anywise appertaining thereto (whether surface, subsurface or otherwise), together with all improvements situated thereon and any right, title and interest of Seller, if any, in and to all of the personal property located thereupon, and adjacent streets, alleys and rights-of-way (along with the Land, all of the foregoing being referred to collectively herein as the "**Property**").

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

The special warranty of title to the Property provided by Grantor herein is expressly made subject only to those encumbrances set forth on Exhibit B attached hereto and made a part hereof for all purposes, to the extent and only to the extent that the same are valid and subsisting and affect the Land (the "**Exceptions**").

IN CONNECTION WITH THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR IN THE PURCHASE AND SALE AGREEMENT, AS AMENDED, BY AND BETWEEN GRANTOR AS SELLER AND GRANTEE AS PURCHASER WITH AN EFFECTIVE DATE OF JUNE 2, 2020 (THE "AGREEMENT"), EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THE AGREEMENT AND THE DOCUMENTS TO BE DELIVERED BY GRANTOR TO GRANTEE ON THE DATE HEREOF, GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES OR USES WHICH GRANTEE MAY CONDUCT OR WISH TO CONDUCT THEREON, COMPLIANCE BY THE PROPERTY WITH ANY LAWS, RULES, ORDERS, STATUTES, ORDINANCES

OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY, OR HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND SPECIFICALLY, GRANTOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE HAZARDOUS WASTE, AS DEFINED BY THE LAWS OF THE STATE OF TEXAS AND ANY REGULATIONS ADOPTED PURSUANT THERETO OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OF ANY HAZARDOUS WASTE OR ANY OTHER HAZARDOUS OR TOXIC SUBSTANCES IN OR ON THE PROPERTY. GRANTEE HEREBY ACCEPTS THE PROPERTY WITH THE PROPERTY BEING IN ITS PRESENT AS IS, WHERE IS, WITH ALL FAULTS CONDITION. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS EXPERIENCED IN THE OWNERSHIP AND OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT GRANTEE HAS (OR GRANTEE'S AGENTS HAVE) INSPECTED, ASSESSED, TESTED, EXAMINED, AND STUDIED THE PROPERTY (COLLECTIVELY, THE "TESTS") TO GRANTEE'S SATISFACTION AND GRANTEE IS QUALIFIED TO MAKE OR CAUSE SUCH TESTS AND ANALYZE THE RESULTS THEREOF. GRANTEE ACKNOWLEDGES THAT IT IS RELYING FULLY ON GRANTEE'S (OR GRANTEE'S AGENTS') TESTS OF THE PROPERTY AND NOT UPON ANY STATEMENT (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE (OR PURPORTEDLY MADE) BY GRANTOR OR ANY OF ITS AGENTS OR REPRESENTATIVES. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS (OR GRANTEE'S AGENTS HAVE) THOROUGHLY TESTED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY), AND GRANTEE ACKNOWLEDGES THAT, GRANTEE IS RELYING SOLELY UPON ITS OWN (OR ITS AGENTS') TESTS OF THE PROPERTY.

(Signature and Acknowledgment to Follow)

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor to be effective as of the _____ day of _____, 2020.

GRANTOR:

BAYCO PROPERTIES, LTD., a Texas limited partnership

By: BAYCO GROUP MANAGEMENT COMPANY, LLC, a Texas limited liability company, its General Partner

By: _____
David L. Stephens, Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2020, by David L. Stephens, as Manager, of BAYCO GROUP MANAGEMENT COMPANY, LLC., a Texas limited liability company, the General Partner of BAYCO PROPERTIES, LTD., a Texas limited partnership, on behalf of said entity.

Notary Public, in and for the State of Texas

EXHIBIT A

Legal Description

BEING ALL THAT CERTAIN TRACT OF LAND SITUATED IN THE MORRIS FERRIS SURVEY, ABSTRACT NO. 460, CITY OF DALLAS, DALLAS COUNTY, TEXAS, AND BEING PART OF 26.68-ACRE TRACT OF LAND DESCRIBED IN THE DEED TO BAYCO PROPERTIES, LTD., AND RECORDED IN VOLUME 2004103, PAGE 7790, OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD SET FOR CORNER IN THE WEST RIGHT-OF-WAY LINE OF UNIVERSITY HILLS BOULEVARD (F.K.A. HOUSTON SCHOOL ROAD), RIGHT-OF-WAY WIDENED BY DEED RECORDED IN INSTRUMENT NO. 200900127391, OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, SAID POINT BEING THE SOUTHWEST CORNER OF A CALLED 2,173 SQUARE FEET OF LAND DESCRIBED IN DEED TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, RECORDED IN INSTRUMENT NO. 200900127391 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, SAID POINT ALSO BEING ON THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO REBECCA P. SNEED AND RECORDED IN VOLUME 2000141, PAGE 5301, OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, COMMON WITH THE SOUTH LINE OF SAID 26.68 ACRE TRACT;

THENCE SOUTH 88° 47' 42" WEST AND DEPARTING THE WEST RIGHT-OF-WAY LINE OF SAID UNIVERSITY HILLS BOULEVARD (F.K.A. HOUSTON SCHOOL ROAD), RIGHT-OF-WAY WIDENED BY DEED RECORDED IN INSTRUMENT NO. 200900127391 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND FOLLOWING ALONG THE NORTH LINE OF SAID REBECCA P. SNEED TRACT FOR A DISTANCE OF 695.22 FEET TO THE NORTHWEST CORNER OF SAID REBECCA P. SNEED TRACT AND THE NORTHEAST CORNER OF GATEWAY CHARTER ACADEMY, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT NO. 200600429508, OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE SOUTH 88° 49' 23" WEST AND FOLLOWING ALONG THE NORTH LINE OF SAID GATEWAY CHARTER ACADEMY ADDITION FOR A DISTANCE OF 590.44 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RPLS 5310" FOUND FOR CORNER, SAID POINT BEING IN THE EAST LINE OF LOT 13, IN BLOCK C/7598, OF HI-VU TERRACE ADDITION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9, PAGE 221, OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND ALSO BEING THE NORTHWEST CORNER OF SAID GATEWAY CHARTER ACADEMY ADDITION;

THENCE NORTH 00° 32' 53" WEST AND FOLLOWING ALONG THE EAST LINE OF SAID LOT 13, IN BLOCK C/7598, OF SAID HI-VU TERRACE ADDITION AND ALONG THE EAST RIGHT-OF-WAY LINE OF DODSON DRIVE (60' RIGHT-OF-WAY) AS RECORDED IN VOLUME 9, PAGE 221, OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS, FOR A DISTANCE OF 77.95 FEET TO A 5/8" IRON ROD WITH RED PLASTIC CAP FOUND FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF SAID DODSON DRIVE;

THENCE NORTH 00° 56' 11" WEST FOR A DISTANCE OF 12.80 FEET TO A 5/8" IRON ROD SET FOR THE SOUTHEAST CORNER OF WISDOM TERRACE ADDITION PHASE 4, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THERE OF RECORDED IN VOLUME 2003125, PAGE 160, OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE NORTH 00° 50' 56" WEST AND FOLLOWING ALONG THE EAST LINE OF BLOCK U/6629, AND BLOCK T/6629 OF SAID WISDOM TERRACE ADDITION PHASE 4 AND ALONG THE EAST RIGHT-OF-WAY LINE OF E. KIRNWOOD DRIVE (26.5' RIGHT-OF-WAY) FOR A DISTANCE OF 809.51 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF AFORESAID 26.68 ACRE BAYCO PROPERTIES, LTD. TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO ALVIN SMITH AND RECORDED IN DOCUMENT NO. 2016003312779, OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE NORTH 89° 05' 03" EAST AND FOLLOWING ALONG THE NORTH LINE OF SAID 26.68 ACRE TRACT AND THE SOUTH LINE OF SAID ALVIN SMITH TRACT FOR A DISTANCE OF 1294.02 FEET TO A 5/8" IRON ROD SET FOR CORNER IN THE WEST RIGHT-OF-WAY LINE OF AFORESAID UNIVERSITY HILLS BOULEVARD (F.K.A. HOUSTON SCHOOL ROAD), SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID 26.68 ACRE TRACT AND THE SOUTHEAST CORNER OF SAID ALVIN SMITH TRACT;

THENCE SOUTH 01° 08' 36" EAST AND FOLLOWING ALONG THE WEST RIGHT-OF-WAY LINE OF SAID UNIVERSITY HILLS BOULEVARD (F.K.A. HOUSTON SCHOOL ROAD) FOR A DISTANCE OF 457.78 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE NORTHERLY CORNER OF AFORESAID 2,173 SQUARE FEET TRACT OF LAND CONVEYED TO THE CITY OF DALLAS, AND ALSO BEING THE SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5946.50 FEET WITH A CENTRAL ANGLE OF 02° 29' 54" AND A CHORD BEARING SOUTH 00° 06' 19" WEST AT A DISTANCE OF 259.27 FEET;

THENCE SOUTHWESTERLY AND FOLLOWING ALONG SAID CURVE TO THE RIGHT AND ALONG THE WEST RIGHT-OF-WAY LINE OF SAID UNIVERSITY HILLS BOULEVARD (F.K.A. HOUSTON SCHOOL ROAD), RIGHT-OF-WAY WIDENED BY DEED RECORDED IN INSTRUMENT NO. 200900127391 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, FOR AN ARC DISTANCE OF 259.29 FEET TO A 5/8" IRON ROD SET FOR CORNER;

THENCE SOUTH 01° 21' 16" WEST AND CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF SAID UNIVERSITY HILLS BOULEVARD (F.K.A. HOUSTON SCHOOL ROAD), RIGHT-OF-WAY WIDENED BY DEED RECORDED IN INSTRUMENT NO. 200900127391 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, FOR A DISTANCE OF 177.18 FEET TO THE POINT OF BEGINNING, AND CONTAINING 26.6506 ACRES OF LAND, MORE OR LESS.

EXHIBIT B

Exceptions

1. Easement as shown in instrument from H.C. Maurer and wife, Alberta Maurer to Dallas Power and Light Company, dated November 23, 1937, and filed in Volume 2047, Page 456, Deed Records of Dallas County, Texas, but only to the extent as depicted on survey dated June 9, 2020, prepared by David Petree, RPLS No. 1890.

INTERNATIONAL AMERICAN EDUCATION	§	IN THE DISTRICT COURT
FEDERATION, INC., d/b/a INTERNATIONAL	§	
LEADERSHIP OF TEXAS, A Texas non-profit	§	
corporation.	§	
<i>Plaintiff,</i>	§	
	§	134th JUDICIAL DISTRICT
v.	§	
	§	
BAYCO PROPERTIES, LTD,	§	
	§	
<i>Defendant.</i>	§	DALLAS COUNTY, TEXAS

SETTLEMENT AGREEMENT

The Parties to this Settlement Agreement (“SA”) are International Leadership of Texas, Inc., a Texas non-profit corporation and open-enrollment charter school, formerly known as International American Education Federation, Inc., d/b/a International Leadership of Texas, a Texas non-profit corporation (“Buyer”), Bayco Properties Ltd., a Texas limited partnership (“Bayco” or “Seller”), and David L. Stephens, Bayco’s principal (“Stephens”). Buyer, Seller and Stephens are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

Section 1: Recitals & Definitions:

1.1. Whereas, Buyer filed the above captioned lawsuit (the "Lawsuit") against Seller arising out of, and related to, that certain Contract of Sale effective June 2, 2020 (the “Contract”) for Buyer’s purchase from Seller a certain tract of land approximately 26.63 acres in size located

at 7811 University Hills, Dallas, Dallas County, Texas, and more particularly described in the Contract (the "Property"), for a purchase price of \$3,080,000.00; and,

1.2. Whereas, in the Lawsuit, Buyer claims that Seller refused to honor its obligations under the Contract and failed to close in compliance with the Contract; and,

1.3. Whereas, to protect its interests, Buyer recorded a *lis pendens* on the Property; and

1.4. Whereas, Seller denies any enforceable obligation to sell the Property or close in compliance with the Contract; and,

1.5. Whereas, all disagreements and disputes arising out of Buyer's and Seller's differing views about the past enforceability of the Contract, or the appropriateness of the *lis pendens* shall be referred to as "the Dispute" which term is intended to expressly exclude Buyer's and Seller's future rights and obligations under this SA, the Contract, and the contemplated First Amendment to the Contract in the form set forth in the attached Exhibit "1" (the "Amendment"), all such rights and obligations are intended to survive the execution of this SA; and,

1.6. Whereas, in exchange for the consideration set forth in this SA, Buyer and Seller and, their past, present or future agents, servants, employees, officers, directors, shareholders, stakeholders, partners, joint venturers, assigns, trustees, fiduciaries, successors, managers, predecessors, affiliates, subsidiaries and personal companies (hereinafter collectively referred to as "Releasing Parties") desire to fully, finally and completely compromise, settle, and release all claims, counterclaims, cross-claims, defenses, actions and causes of action, as well as all damages, costs, interest, fines, penalties or fees (whether presently known or existing, or unknown), as well as all claims, damages, costs, fines, penalties or fees which were, or could be, sought by Releasing Parties arising out of the Dispute including, but not limited to, claims based on (A) breach of

contract; (B) any tort including but not limited to, negligence, bad faith, fraud, fraud in the inducement, negligent misrepresentation, and tortious interference; (C) any claim for wrongful filing of a lien or *lis pendens*; and (D) any equitable claim (hereinafter referred to as "the Claims and Damages" which term expressly excludes any representations, warranties, remedies, or obligations set forth in the Contract as amended by the Amendment, and any obligations set forth in this SA, which Buyer and Seller agree shall survive the execution of this SA); and,

1.7. Whereas, the representations, warranties, remedies, and obligations set forth in the Contract as amended by the Amendment, and any obligations set forth in this SA shall be referred to herein as the "Surviving Obligations;" and,

1.8. Whereas, no Party admits to any liability as to the Disputes or the Claims and Damages by entering into this SA or by accepting this SA.

Section 2: Consideration:

2.1 Now, therefore, for and in consideration of the mutual promises and releases set forth herein, the receipt and sufficiency of which is hereby acknowledged and confessed, along with the additional consideration set forth below, the Parties agree as follows:

2.2. Contemporaneously with the execution of this SA, Buyer and Seller shall execute and enter into the Amendment.

2.3. Buyer and Seller agree that the Contract as amended by the Amendment is fully enforceable, shall survive the execution of this SA, and any non-suit, or dismissal, and that the Contract as amended by the Amendment shall remain in full force and effect, and the Disputes and any and all prior and defaults under the Contract occurring prior to the Effective Date of this SA are released by virtue of this SA.

2.4. Seller and Stephens, agree that (i) their names can be used by Buyer in its efforts to obtain zoning changes for the Property; (ii) they will not (directly or indirectly through others) take any action, encourage any person or entity to take an action, make any statement, or encourage any person or entity to make any statement that could negatively impact Buyer's efforts to obtain zoning changes with respect to the Property; (iii) after Closing, the only statements or actions they will make, take, or encourage (directly or indirectly through others) with respect to the Property, or any activity to be conducted on the Property, will support any zoning change Buyer may seek to build the School (as defined below); and (iv) they will not interfere (directly or indirectly through others) with any zoning change to the Property that Buyer may seek to build the School (as defined below).

2.5. Buyer agrees that in the event that a Charter High School (the "School") is built on the Property, a plaque acknowledging David L. Stephens' contribution will be mounted in a prominent location on the School campus.

2.6. The consummation of the sale contemplated by the Contract, as amended by the Amendment, shall be held at the Title Company on or before December 18, 2020 ("Closing").

2.7. Buyer and Seller agree that contemporaneously with the Closing, each shall execute an Agreed Motion and an Agreed Order of Dismissal dismissing all claims that were brought, or could have been brought in the Lawsuit, with prejudice except that the dismissal will be without prejudice to the Surviving Obligations. Buyer shall execute and deliver a release of its *lis pendens* as required by the title company under the Contract for purposes of Closing.

2.8. Each of the Parties agree to execute any further documents as may be needed to effect to sale and transfer of fee simple title of the Property from Seller to Buyer and the purposes of this SA.

Section 3: Mutual Release:

3.1. The Releasing Parties hereby fully, finally, and forever mutually release and discharge one another of and from the Dispute, and the Claims and Damages, whether known or unknown, past, present and/or future excepting and excluding only the Surviving Obligations and any damages resulting therefrom, and Buyer's and Seller's rights to exercise any of their rights or remedies with respect to any future dispute or alleged breach of the Surviving Obligations.

Section 4: Warranties:

4.1. Each of the Parties represent and warrant that all attorneys' fees, liens, or other expenses incurred by any of the Parties as a result of, relating to, or arising out of, the Dispute or the Claims and Damages have been paid by, or will be paid in full, or satisfied in full by the Party incurring the same.

4.2. Seller represents and warrants that except for the *lis pendens* filed by Buyer or except as previously disclosed, no liens or subrogated claims exist as a result of the Dispute or the Claims and Defenses.

4.3. Each of the Parties to this SA make the following warranties as part of the consideration for this SA and acknowledge its understanding that each of the other Parties are relying on the truth and accuracy of these warranties in entering into this SA. The warranties are:

- 4.3.1. Each of the Parties have full power and authority to execute, deliver and comply with this SA and to bind all persons and entities on whose behalf the party is signing;
- 4.3.2. This SA evidences a valid and binding obligation enforceable in accordance with its terms;
- 4.3.3. Each of the Parties represent that they have not assigned, pledged, sold, or otherwise granted to any other person or entity any interest in the Dispute or the Claims and Damages. Each of the Parties further represent that they are the sole and lawful owner of all rights, title, and interests in the Claims;
- 4.3.4. Each of the Parties and their undersigned representatives represent that they have read and fully understand this SA and that they have the authority to execute this SA, both individually and on behalf of the entities identified under their signature block;
- 4.3.5. The Parties expressly agree that the terms of this SA are reasonable and adequate and represent a good faith compromise of the Dispute and the Claims and Damages intended to be released pursuant to this SA. The Parties further agree that this SA is entered into without duress, in good faith, and for good and valuable consideration, the sufficiency of which is acknowledged;
- 4.3.6. The Parties will use their best efforts and good faith in carrying out all the terms of this SA and agree to execute all documents

reasonably necessary to effectuate the provisions of this SA, and any additional documents that may be necessary to accomplish its objectives;

4.3.7. The above captioned lawsuit will be dismissed by an agreed order of dismissal with prejudice except that the Surviving Obligations will not be prejudiced, and that all costs of court will be taxed against the parties incurring same; and,

4.3.8. The Releasing Parties will not bring or cause to be brought or participate in the bringing of any further claims or legal proceedings against any of the Releasing Parties arising out of or related to the Dispute, or the Claims and Damages.

Section 5: Effective Date:

5.1. This SA shall become effective as of the date on which the SA has been fully executed by all Parties and approved by Buyer's board of directors (the "Effective Date").

Section 6: Attorneys' Fees, Costs:

6.1 Each of the Parties agree to bear his or its own legal fees, costs and expenses related to or arising from the Lawsuit and the Dispute, including, but not limited to those incurred prior to the execution of this SA and those incurred in the preparation and negotiation of this SA and the Amendment.

Section 7: No Admission of Liability:

7.1 The Parties represent and agree that this SA is a compromise, settlement and release of disputed claims. Nothing in this SA is an admission of liability by any party, and nothing in this

SA may be interpreted as an admission of liability, except for a continuing obligation to comply with the Surviving Obligations. None of the provisions contained herein shall be construed as an admission by the Parties of improper conduct, negligence, omissions, or liability with respect to the Dispute or the Claims and Damages.

Section 8: Successors and Assigns:

8.1 All covenants and agreements contained in this SA bind and inure to the benefit of each of the Parties' respective successors, heirs and assigns whether specifically expressed or not.

Section 9: Choice of Law; Attorneys' Fees.

9.1 EACH OF THE PARTIES ARE ENTERING INTO AND PERFORMING THIS SA IN THE STATE OF TEXAS. IN ALL RESPECTS, THIS SA SHALL BE INTERPRETED, ENFORCED, AND GOVERNED BY THE PROCEDURAL AND SUBSTANTIVE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS PRINCIPLES GOVERNING CONFLICTS OF LAWS.

9.3 All Parties agree that venue for any litigation arising out of this SA shall be in district courts in Dallas County, Texas.

Section 10: Settlement Binding and Conclusive:

10.1 The Parties understand that the releases granted herein are final and conclusive and are forever binding on the Parties and anyone claiming through the Parties.

Section 11: Consultation with Attorneys; Informed Consent:

11.1 Each Party to this SA acknowledges that this SA was drafted jointly by the Parties hereto; that this SA is the result of arms-length negotiations among the Parties; that each Party is entering into this SA with full knowledge of any and all rights that the Parties may have; that each

Party consulted with such Party's own attorneys and fully understands the terms hereof; that each Party received all information considered necessary to make an informed judgment concerning this SA, or all such information was made available; and that each Party received legal advice from such Party's own attorneys regarding the advisability of entering into this SA and is voluntarily executing this SA.

Section 12: Severability:

12.1. So long as the Surviving Obligations survive and remain in full force and effect, any provision of this SA held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this SA and the effect thereof shall be confined to the provision held to be invalid or illegal. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically included as part of this SA a provision, as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Section 13: Entire Agreement

13.1. This SA constitutes the entire agreement and understanding of the Parties hereto with respect to the Dispute and Claims and Damages. Other than the Contract, as amended by the Amendment, this SA supersedes and extinguishes any and all prior statements, agreements, representations (including any oral representations), or understandings by or among the Parties with respect to the Dispute and Claims and Damages.

13.2. Each Party acknowledges that other than as stated in this SA, no other Party, or employee, agent, representative, or attorney of any other Party, has made any promises, representations, or warranties to induce it to enter into this SA. Each Party further acknowledges

that it has not executed this SA in reliance upon any promise, representation, or warranty, other than promises, representations, or warranties that are expressly set forth in this SA.

Section 14: Amendment; Non-waiver:

14.1. This SA may not be altered, modified, or amended unless by a writing signed by each of the Parties hereto, nor may any of its provisions be waived unless in writing signed by each of the Parties hereto. The Parties agree and understand that no waiver of this non-waiver provision will be effective unless it is clear, unequivocal, written, and signed by all Parties.

14.2 No delay, and no omission, by a Party to exercise any right in connection with this SA shall impair such right or be construed to be a waiver thereof, and no waiver of any right or breach of any provision hereof shall be construed to be a waiver of any other right or provision or any subsequent breach of the very same provision.

Section 15: Section Headings:

15.1 Section headings contained in this SA are inserted solely as reference aids for the ease and convenience of the reader. Section headings shall not be deemed to define or limit the scope or substance of the provisions they introduce, nor shall they be used in construing the intent or effect of such provisions or any other aspect of this SA.

Section 16: Multiple Originals:

16.1. This SA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This SA may be executed and delivered by exchange of facsimile, pdf, or other electronic copies showing the signatures of the Parties, and those signatures need not be affixed to the same copy.

The facsimile, pdf, or other electronic copies showing the signatures of the Parties shall constitute originally signed copies of the same agreement requiring no further execution.

IN WITNESS WHEREOF, this SA is executed by the Parties hereto, as of the dates indicated below:

SELLER:

BAYCO PROPERTIES LTD.,
a Texas limited partnership

Bayco Group Management Company, L.L.C.,
its General Partner

By: _____
David L. Stephens, President

December ____, 2020

DAVID L. STEPHENS, individually

December ____, 2020

PURCHASER:

INTERNATIONAL LEADERSHIP OF TEXAS, INC.,
a Texas non-profit corporation

By: _____
Print Name: _____
Title: _____

December ____, 2020

EXHIBIT “1”