

PURCHASE AND SALE CONTRACT

THIS PURCHASE AND SALE CONTRACT (the "Contract") is made and entered into by and between **KILLEEN INDEPENDENT SCHOOL DISTRICT**, a Texas independent school district and political subdivision, ("Seller"), and New Life Christian Fellowship Center, a Church [individual or type of entity] ("Buyer"), effective as of the Effective Date, which shall be the date that the authorized administrator of the Seller signs this Contract after the Seller's Board of Trustees accepts the offer from the Buyer.

ARTICLE I.

Agreement of Purchase and Sale

- 1.1 Upon the terms and conditions contained in this Contract, including payment of the Purchase Price to Seller by the Buyer, Seller agrees to convey to Buyer by Deed, as defined in Section 5.2.A.1, and Buyer agrees to purchase a parcel of land containing approximately 5.29 acres, commonly known as and referred to as Sugar Loaf Elementary School property located at 1517 Barbara Ln. in Killeen, Texas, described by metes and bounds on the attached Exhibit A ("Property").
- 1.2 Seller shall except and reserve all of the oil, gas, and other minerals owned by Seller as set forth in the attached deed.
- 1.3 As a material part of the consideration by Buyer and without which Seller would not agree to sell, Buyer agrees to take the Property "as is" as follows:

EXCEPT FOR THE LIMITED WARRANTY OF TITLE CONTAINED HEREIN AND IN THE DEED, THE PROPERTY WILL BE CONVEYED "AS IS", "WHERE-IS" AND WITH ALL FAULTS AND SELLER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE AVAILABILITY OF UTILITIES; ACCESS TO PUBLIC ROADS; ITS PHYSICAL, ENVIRONMENTAL, SUB-SURFACE WATER, AND SOIL CONDITION; THE QUALITY OR CONDITION OF THE PROPERTY; THE NATURE AND EXTENT OF ANY SERVITUDES, RIGHTS OF WAY, LEASES, POSSESSION, LIENS, ENCUMBRANCES, LICENSES, RESERVATIONS, CONDITIONS, OR OTHERWISE. NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, MATERIALS, WORKMANSHIP OR APPLIANCES HAS BEEN MADE OR IS EXPRESSED OR IMPLIED BY THIS CONTRACT. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OF HABITABILITY, GOOD AND WORKMANLIKE CONSTRUCTION, SUITABILITY, OR DESIGN. BUYER HAS CONDUCTED ITS OWN INDEPENDENT INSPECTION OF THE PROPERTY AND HAS ELECTED NOT TO RELY ON ANY REPRESENTATIONS, WARRANTIES, OR STATEMENTS THAT MAY HAVE BEEN MADE BY SELLER BUT, RATHER, AS A SIGNIFICANT PORTION OF THE CONSIDERATION GIVEN TO SELLER FOR THIS CONVEYANCE, HAS AGREED TO BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR EVALUATING THE CONDITION OF THE PROPERTY. BUYER HEREBY RELEASES THE SELLER FROM ANY LIABILITY WITH RESPECT TO THE CONDITION OF THE PROPERTY. THIS PROVISION OF THE CONTRACT SURVIVES CLOSING AND DOES NOT MERGE WITH THE INSTRUMENTS OF CONVEYANCE.

ARTICLE II.
Purchase Price

2.1 Purchase Price:

A. Offer to Purchase. The Purchase Price to be paid by Buyer to Seller for the Property is _____ (\$350,000) ("Purchase Price"), to be paid in cash at Closing, as defined in Section 5.1, for a sale of the Property in accordance with this Contract.

2.2 Earnest Money. Buyer shall, contemporaneously with the delivery by Buyer to Seller of an original of this Contract executed by Buyer, deliver to Seller a cashier's check made payable to the Seller to hold as a deposit in the amount of _____ (\$17,500) ("Earnest Money"), which is 5% of the Purchase Price, as potential earnest money for the Contract for purchase and sale. Should this Contract be accepted by Seller, Seller shall hold the Earnest Money check to be applied as partial payment of the Purchase Price due at the Closing.

2.3 Independent Consideration. As independent consideration, the Buyer has paid the Seller the amount of One Thousand and No/100 Dollars (\$1,000.00) ("Independent Consideration"), which amount has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement and Buyer's right to terminate during the Inspection Period **and subject to the terms of the Contract, receive a refund of his/her/its earnest money deposit.** The Independent Consideration may be applied to the Purchase Price but otherwise is nonrefundable in all events.

ARTICLE III.
Title and Survey

3.1 Title Commitment; Title Policy; Title Review. Buyer has been or will be provided a copy of a title commitment for the Property issued by Monteith Abstract & Title Company ("Title Company") ("Title Commitment") and will have the opportunity to obtain copies of any title documents shown as exceptions to the title on the Title Commitment and will have the opportunity to list any objections to title as part of its bid submission. On or before the date that is ten (10) days from the Effective Date ("Title Objection Period"), Buyer may provide written notice to the Seller of any objections to title that Buyer may have. Although Seller may elect to cure any such objections to title that Buyer may make have execution of the Contract, except for any monetary liens created by the Seller ("Monetary Liens") or any Title Company Closing requirements for Seller set forth on Schedule C of the Title Commitment, Seller shall have no obligations to take any action to clear title. Seller shall have no obligation with respect to title objections or any matter on Schedule C of a commitment other than the Title Commitment. Upon Closing, the Buyer, at its sole cost and expense, may elect to purchase a title policy under the Title Commitment ("Title Policy") and all closing costs, if any, shall be paid by Buyer.

3.2 Survey. If Buyer chooses to obtain a survey of the Property ("Survey"), the Survey will be obtained at Buyer's sole cost and expense. The Survey must be acceptable to Seller and must be certified to Buyer, Seller, and Title Company with a copy of the Survey and any updates to the Survey provided to Seller and Title Company.

ARTICLE IV.
Inspection of the Property

4.1 **Inspection of the Property.** Before submitting a bid, Buyer was provided the opportunity to enter the Property to conduct non-invasive investigations. From the Effective Date through the date that is sixty (60) days from the Effective Date ("Inspection Period"), During the Inspection Period, Buyer and its contractors may enter the Property for the purpose of conducting any additional non-invasive environmental, engineering, assessments, studies, or investigations and performing work to obtain a boundary survey of the Property (collectively "Investigations"), provided that the Buyer complies with all requirements, covenants, and conditions set forth in Section 4.2.

4.2 **Standards and Requirements for Inspection.** Buyer or its contractors' entry onto the Property shall be solely for the purpose of conducting the Investigations permitted under this Contract. Prior to the entry upon the Property for the purpose of performing Buyer's Investigations, Buyer shall give Seller at least twenty-four (24) hours' notice and obtain approval from Seller to enter onto the Property. Seller shall have the right to accompany Buyer or its contractors on any entry to the Property. Buyer shall perform no invasive testing of the Property without first obtaining the prior written consent of Seller. All Investigations shall be at Buyer's sole cost, risk and expense; shall be conducted in a good and workmanlike manner; and shall be in conformity with all applicable governmental and industry standards. Before any entry, Buyer shall, and shall cause any contractor performing Investigations on the Property on behalf of Buyer to, (a) carry commercial general liability insurance (including property damage, bodily injury and death) issued by an insurance company having a rating of at least "A-VII" by A.M. Best Company, with limits of at least \$1,000,000 per occurrence for bodily or personal injury or death and \$2,000,000 aggregate (or such other amounts approved by the Seller) to cover Buyer and its contractors' entry upon the Property, performance of the Investigations, restoration of the Property, and indemnification of the Seller as set forth in Section 4.3; (b) name the Seller as an additional insured/ loss payee; and (c) provide a Certificate of Insurance ("Certificate") and a copy of any endorsements to the Seller evidencing compliance with the requirements of this Section 4.2. The Certificate shall not contain any statement that it is for information purposes only or that the Certificate holders may not rely on it or that it does not alter the terms of the policy. No Certificate shall exclude from coverage the negligence or sole negligence of the Certificate holder or restrict coverage only to the negligence or sole negligence of the insured. No contractor shall be permitted to conduct any Investigations on the Property until such contractor has complied with the foregoing requirements. At Seller's request, Buyer shall promptly provide Seller (at no cost to Seller) with a copy of the results of any tests, inspections, or other Investigations made by Buyer. After completion of any of the Investigations, except in the event that Buyer proceeds to Closing, Buyer shall restore the Property to substantially the same condition as before such inspection.

4.3 **INDEMNIFICATION.**

A. INDEMNIFICATION BY BUYER. BUYER SHALL AND HEREBY DOES RELEASE AND INDEMNIFY KILLEEN INDEPENDENT SCHOOL DISTRICT, ITS TRUSTEES, EMPLOYEES, AND AGENTS (COLLECTIVELY "INDEMNIFIED PARTIES") FOR ANY AND ALL LIABILITY, CLAIMS, AND LOSSES OF THE INDEMNIFIED PARTIES AND ANY THIRD PARTIES THAT ARISE OUT OF, RESULT FROM, OR RELATE TO BUYER'S

ENTRY UPON THE PROPERTY, PERFORMANCE OF THE INVESTIGATIONS OR RESTORATION OF THE PROPERTY UNDER THIS CONTRACT, EVEN IF THE KILLEEN INDEPENDENT SCHOOL DISTRICT, ITS TRUSTEES, EMPLOYEES, AND AGENTS ARE ALLEGED TO BE NEGLIGENT, GROSSLY NEGLIGENT, STRICTLY LIABLE, OR STATUTORILY LIABLE.

B. INDEMNIFICATION BY CONTRACTORS. ADDITIONALLY, THE BUYER SHALL INCLUDE IN ALL CONTRACTS WITH ITS CONTRACTORS WHO ENTER THE PROPERTY THE FOLLOWING LANGUAGE: "CONTRACTOR SHALL AND HEREBY DOES RELEASE AND INDEMNIFY KILLEEN INDEPENDENT SCHOOL DISTRICT, ITS TRUSTEES, EMPLOYEES, AND AGENTS (COLLECTIVELY "INDEMNIFIED PARTIES") FOR ANY AND ALL LIABILITY, CLAIMS, AND LOSSES OF THE INDEMNIFIED PARTIES AND ANY THIRD PARTIES THAT ARISE OUT OF, RESULT FROM, OR RELATE TO BUYER'S CONTRACTORS' ENTRY UPON THE PROPERTY, PERFORMANCE OF THE INVESTIGATIONS OR RESTORATION OF THE PROPERTY UNDER THIS CONTRACT, EVEN IF THE KILLEEN INDEPENDENT SCHOOL DISTRICT, ITS TRUSTEES, EMPLOYEES, AND AGENTS ARE ALLEGED TO BE NEGLIGENT, GROSSLY NEGLIGENT, STRICTLY LIABLE, OR STATUTORILY LIABLE."

The indemnifications in Section 4.3A and B must be enforceable under applicable Texas law. Buyer's and its contractors' release and indemnification of the Seller shall each survive Closing and the termination of this Contract.

ARTICLE V.

Closing

5.1 **Date and Place of Closing.** The term "Closing," as used in this Contract, shall mean the consummation of the purchase of the Property by Buyer from Seller in accordance with the terms and provisions of this Contract. The closing date will be thirty (30) days after the expiration of the Inspection Period ("Closing Date"), or at such earlier time as may be mutually agreed upon by Seller and Buyer.

5.2 **Items to be Delivered at Closing.**

A. At Closing, Seller shall deliver to Buyer the following items:

1. The deed in the form attached hereto as Exhibit A ("Deed"), to be executed by the Seller at Closing conveying title to the Buyer subject to the (a) applicable zoning, subdivision, building and other land use laws and regulations; (b) all matters of record in the official public records of Bell County, Texas, including the protective covenants affecting the Property; (c) any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements (unless Buyer elects to purchase the boundary deletion endorsement to the Title Policy, in which case, the exception will be amended to "Shortages in area"); (d) all matters, whether or not of record, that arise out of the actions of Buyer or its agents, representatives or contractors with respect to the Property, this Contract, or Buyer's purchase of the Property; (e) liens created or assumed as security for the sale consideration; (f) any covenants, conditions,

reservations, exceptions, and easements; (g) all oil, gas and mineral conveyances and leases, if any; (h) all ad valorem taxes, all taxes and subsequent assessments for prior years due to a change in land usage or ownership, and the lien of real estate taxes and assessments not yet due and payable; and (i) all other matters affecting title to the Property as to which Buyer has actual knowledge, except for those matters to which Buyer has asserted a written objection and Seller has elected to cure (clauses (a) through (i) being referred to as "Permitted Exceptions"), provided that Seller reserves all mineral rights to the Property; and

2. Any documents required by the Title Company to close the transaction.

5.3 **Taxes.** Buyer shall be solely responsible for all ad valorem taxes and assessments attributable to the Property for the period of time following Closing and for any taxes assessed for prior years due to a change in land usage or ownership after Closing. Seller, as a governmental entity, shall not be liable for any subsequent taxes or assessments for periods preceding Closing due to change in land usage or ownership after Closing.

5.4 **Possession.** Possession of the Property shall be delivered to Buyer at Closing and funding of the Purchase Price.

5.5 **Costs of Closing.** Seller agrees to pay one-half of the escrow fee charged by the Title Company in an amount that does not exceed \$250.00, the costs for recording of any releases or other documents required to release any Monetary Liens, and the Brokerage Commissions, as set forth in Section 7.1, if applicable. Buyer agrees to pay all other costs of Closing including the recording of the Deed.

ARTICLE VI. **Defaults and Remedies**

6.1 Seller's Defaults.

- A. Seller shall be deemed to be in default if Seller shall fail to meet, comply with, or perform any covenant, agreement, or obligation on Seller's part required in this Contract, providing all conditions precedent to Seller's performance have been fully satisfied.
- B. In the event Seller shall be deemed to be in default, Buyer shall transmit written notice specifying the alleged default to Seller, and Seller shall have ten (10) days from date of receipt of such notice to cure such default. Should Seller fail to timely cure such default, Buyer may, as its sole and exclusive remedy, terminate this Contract and shall be excused from further performance of its purchase obligation hereunder, and upon written notice by Buyer to Seller and the Title Company, the Earnest Money, and any interest thereon, less the Independent Consideration ("Liquidated Damages") will be returned to Buyer.
- C. Under no circumstances shall Seller be liable to Buyer for specific performance or for any direct, consequential, or other type of damages, except as for the Liquidated Damages set

forth in Section 6.1B, whether the same are contemplated hereby or not or shall Seller be liable for specific performance.

6.2 Buyer's Defaults.

- A. Buyer shall be deemed to be in default if Buyer shall fail to close on this transaction and/or fail to deliver, at the Closing, the items required to be delivered by Buyer to Seller for any reason other than a default by Seller.
- B. In the event Buyer shall be deemed to be in default, Seller may pursue specific performance, any other remedy at law or in equity, and/or, in its sole discretion, may terminate this Contract whereupon Seller shall be entitled to the Earnest Money, and any interest thereon, which shall be considered liquidated damages and the Title Company shall deliver to Seller on receipt of written notice from Seller that Buyer has defaulted. The notice need not be accompanied by any other document or consent of any other party, it being agreed between Buyer and Seller that the Earnest Money shall be liquidated damages for a default of Buyer hereunder because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default.

ARTICLE VII.

Brokerage Commission

- 7.1 **Brokerage and Commission.** Seller represents that Seller has not entered into any agreement with a real estate broker, except for the agreement between Seller and Linnemann Realty, a licensed real estate broker in the State of Texas. Buyer represents to Seller, that except for its agreement with N/A ("Buyer's Broker"), if any, Buyer has not entered into any other agreement for real estate brokerage services. Buyer is solely responsible for any commissions or other payments owed to any broker of Buyer, if any. Buyer hereby indemnifies and holds Seller harmless from any obligations for real estate sales commissions negotiated by or resulting from or incident to any contracts made by Buyer with a broker and relating to the sale and purchase of the Property contemplated hereby. This section specifically survives Closing.

ARTICLE VIII.

Miscellaneous

- 8.1 **Governing Law.** This Contract is executed, delivered, and intended to be performed in Bell County, Texas, and in accordance with the laws of the State of Texas, without regard to its conflict or choice of law provisions, shall govern the validity, construction, enforcement, and interpretation of this Contract and the transactions contemplated herein. Proper venue for any action arising under or relating to the Contract shall be in the State or district courts where the Property is located.
- 8.2 **Entirety and Amendments.** This Contract and the Invitation for Bid issued by the Seller, to the extent not inconsistent with this Contract, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements and understandings, if any, relating to the Property and any subject matter contemplated herein. This Contract may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. No

employee or agent of Seller has any authority whatsoever to make any reference, representation, or agreement not contained in this Contract and only the references, representations, and/or agreements contained in this Contract shall be binding upon Seller or in any way affect the validity of any part of this Contract. Buyer acknowledges that no representations have been made by Seller or any of Seller's agents or employees other than as expressly set forth in this Contract.

- 8.3 **Invalid Provisions.** If any provision of this Contract, except the provisions relating to Seller's obligation to convey the Property and Buyer's obligation to pay the Purchase Price, the invalidity of either of which shall cause this Contract to be null and void, is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Contract; and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract.
- 8.4 **Multiple Counterparts; Electronic Signatures and Transmission.** This Contract may be executed in a number of identical counterparts. If so executed, each of such counterparts shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one (1) Contract, but, in making proof of this Contract, it shall not be necessary to produce or account for more than one (1) such counterpart. The Contract and other documents required under this Contract may be signed by either party with an electronic signature and the parties agree to receive the executed Contract and other documents, via electronic mail.
- 8.5 **Binding Effect; Assignment.** This Contract shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, personal representatives, successors, and permitted assigns. Buyer may not assign this Contract or Buyer's rights hereunder without Seller's express written approval. Execution hereof by Buyer alone shall constitute only an offer to purchase. Upon execution of this Contract by an authorized officer of Seller, after the execution by Buyer and delivery of a fully executed copy hereof to Buyer, this document shall become a binding Contract, subject to the provisions of this Contract.
- 8.6 **Time is of the Essence.** The obligations and undertakings of the parties hereto shall be performed within the time specified, and failure to perform within such time shall constitute an event of default on the part of the party that fails to so perform.
- 8.7 **No Merger.** The covenants, agreements, provisions, warranties, and representations contained in this Contract, specifically including Article I, Section 4.1, Section 5.3, and Section 7.1, shall not merge with the closing documents, but shall survive such closing.
- 8.8 This Contract is executed by Buyer on the date indicated below, and shall constitute an offer that may be accepted only by execution by Seller and delivery of a fully executed original thereof to the Title Company with a copy to Buyer. This offer shall expire at 5:00 p.m. ninety (90) calendar days thereafter if this Contract is not executed by Seller, a copy returned to Buyer and the original delivered to the Title Company. Buyer acknowledges that Seller has no obligation to accept this offer, nor any other offer to purchase the Property. If Seller should accept this offer, Buyer

acknowledges that Seller may negotiate with and accept back up contracts from third parties at any time.

THIS CONTRACT RAISES LEGAL ISSUES THAT BUYER MAY CHOOSE TO HAVE REVIEWED BY AN ATTORNEY.

SELLER:

KILLEEN INDEPENDENT SCHOOL DISTRICT

By: _____

Date: _____

BUYER:

New Life Christian Fellowship Center

By: C/O *Davelon Cain*

Name: Davelon Cain

Title: Board President

Date: 2/16/2026

EXHIBIT A TO PURCHASE AND SALE CONTRACT

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

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§

COUNTY OF BELL

§

§

KNOW ALL PERSONS BY THESE PRESENTS:

That, **KILLEEN INDEPENDENT SCHOOL DISTRICT**, a Texas independent school district and political subdivision ("Grantor"), for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the _____ ("Grantee"), and Grantee's successors and assigns, that certain parcel containing approximately 5.29 acres of land located in Bell County, Texas as more particularly described by metes and bounds on the attached **Exhibit "A"** ("Land") together with all singular rights and appurtenances pertaining to such Land ("Appurtenances") and being owned by Seller, including without limitation (i) all improvements located on and under the Land ("Improvements"); (ii) all ownership and property rights associated with such Land; and (iii) all easements, tenements, hereditaments, privileges and appurtenances in any way benefitting such Land, including, but not limited to: (a) any Land to the midpoint of the bed of any highway, street, alley, road or avenue, open or proposed, in front of, abutting, or adjoining such Land; (b) any land lying in or under the bed of any creek, stream, bayou or river running through, abutting or adjacent to such Land; (c) any riparian, appropriative or other water rights of Seller appurtenant to such Land and relating to surface or subsurface waters; (d) the present or future use of wastewater (sewer) capacity, drainage, water capacity or other utility facilities to the extent same pertain to or benefit such Land; (e) any strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to such Land; (f) any reversionary interests benefitting such Land; (g) any rights-of-way, rights of ingress or egress, or other interests in, on or to any land, highway, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining such Land, and any awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage thereto by reason of a change of grade of any such highway, street, road or avenue; (h) any easement across, adjacent to or benefitting the such Land, existing or abandoned; and all oil, gas or any other minerals or mineral rights as more specifically provided for herein. (collectively the Land, Improvements, and Appurtenances are referred to as "Property").

This conveyance is made by Grantor and accepted by Grantee subject to permitted exceptions described in **Exhibit "B"** attached hereto and incorporated herein by reference as though set forth at length, to the extent such matters are valid, currently in effect, and affect or pertain to the Property ("Permitted Exceptions").

Taxes for the calendar year 2024 have been paid for by Grantor. Taxes for the calendar year 2025 have been prorated between Grantor and Grantee as of the date of this deed and in accordance with that certain Purchase and Sale Contract between Grantor and Grantee with an Effective Date of _____ (the "Purchase and Sale Contract").

THE PROPERTY IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SALE OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (I) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (II) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (III) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (IV) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (V) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (VI) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS. AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. **GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVES.** GRANTEE INDEMNIFIES, HOLDS HARMLESS,

AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. GRANTEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF GRANTOR AND IN THE NAME OF GRANTOR, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, subject to the Permitted Exceptions, and Grantor does by these presents bind itself, its partners, officers, directors, shareholders, successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the Property unto Grantee, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

[Signatures appear on the following page]

[Signature page for Special Warranty Deed – 5.29 Acres]

EXECUTED this ___ day of _____ 2025.

GRANTOR:

KILLEEN INDEPENDENT SCHOOL DISTRICT

By: NOT FOR EXECUTION

Printed Name: _____

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

This instrument was acknowledged before me on _____, 2025, by, _____, _____ of Killeen Independent School District, on behalf of said entity.

Notary Public in and for
The State of Texas

Name: _____

My Commission Expires: _____

[Counterpart Signature page for Special Warranty Deed from Killeen ISD to NLCFC for the conveyance of approximately 5.29 acres as described on Exhibit A]

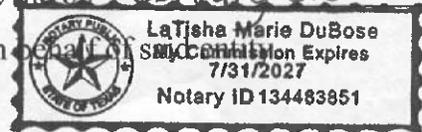
GRANTEE:

By: NOT FOR EXECUTION

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF Bell §

This instrument was acknowledged before me on February 26 2026 2025, by Davelon Cain, on behalf of _____



Notary Public in and for
The State of Texas
Name: LaTisha DuBose
My Commission Expires: 7/31/27

GRANTEE'S ADDRESS:

New Life Christian Fellowship Center
5103 S. Ft Hood St.
Killeen, TX 76542

PLEASE RETURN DEED TO GRANTEE AFTER RECORDING

