

REDAWAY LEASE AND GUARANTY TERMINATION AGREEMENT

This RedAway Lease and Guaranty Termination Agreement (this "Termination Agreement") is executed by Stepp/WCJ Investments, LLC ("S/WCJ") and RedAway, LLC (on its own behalf and on behalf of the Guarantors (hereinafter defined) (collectively, "RedAway") to be effective on the date it is fully executed.

1. RECITALS

1.1 **WHEREAS**, S/WCJ, as Landlord, and RedAway, LLC ("RedAway"), as Tenant, entered into that certain *Commercial Lease Agreement* effective September 3, 2013, covering a portion of the building located at 208 Sentry Drive, Mansfield, Texas 76063 and containing approximately 15,880 rentable square feet (the "Leased Premises"), a copy of which lease agreement is attached as Exhibit 1 to this Termination Agreement (the "RedAway Lease");

1.2 **WHEREAS**, Antal Desai and Robert Dobrient (the "Guarantors") executed that certain *Form of Lease Guaranty* dated September 3, 2013 (the "RedAway Lease Guaranty"), pursuant to which the Guarantors guaranteed the obligations of RedAway under the RedAway Lease, a copy of which guaranty is attached as Exhibit 2 to this Termination Agreement;

1.3 **WHEREAS**, on February 11, 2015, Richard K. Hyde, Executive Director of the Texas Commission on Environmental Quality ("TCEQ"), approved Registration No. 40272 which allows RedAway to operate a Type V municipal solid waste facility within the Leased Premises (the "Registration");

1.4 **WHEREAS**, on March 12, 2015, the City of Mansfield, Texas (the "City") and David Cook, in his capacity as Mayor of the City and in his individual capacity ("David Cook") filed with the TCEQ a Motion to Overturn the Decision of the Executive Director approving the Registration (the "Motion to Overturn");

1.5 **WHEREAS**, the TCEQ denied the Motion to Overturn;

1.6 **WHEREAS**, the City and David Cook have sought to reverse the TCEQ approval of the Registration and the denial of the Motion to Overturn by the filing of Cause No. D-1-GN-15-000999, styled *City of Mansfield and Mayor David Cook, Plaintiffs, vs. The Texas Commission on Environmental Quality, Defendant*, currently pending in the 98th Judicial District Court of Travis County, Texas (the "Lawsuit");

1.7 **WHEREAS**, to resolve their differences arising from the Registration and the Lawsuit, RedAway, the City, and David Cook have entered into that certain Settlement Agreement and Release (the "Settlement Agreement");

1.8 **WHEREAS**, to facilitate implementation of the Settlement Agreement, S/WCJ and the Mansfield Economic Development Corporation have entered into a lease covering the Leased Premises (the "Replacement Lease"); and

1.9 **WHEREAS**, S/WCJ has the authority to execute this Termination Agreement and enter into the Replacement Lease without the consent of or notice to any other person or entity, and such executions by S/WCJ shall not, with the passage of time or giving of notice, constitute an event of default under any instrument or agreement to which S/WCJ is a party or by which S/WCJ is bound.

NOW THEREFORE, for and in consideration of the Replacement Lease, and other good and valuable consideration, the receipt and sufficiency of which S/WCJ and RedAway acknowledge, S/WCJ and RedAway execute this Termination Agreement.

2. TERMINATION AND RELEASES BY S/WCJ

2.1 **Termination of RedAway Lease.** Upon the full execution and delivery to RedAway of this Termination Agreement, the RedAway Lease shall be unconditionally and irrevocably terminated without any further action by S/WCJ or RedAway, and neither S/WCJ nor RedAway shall have any further rights, duties, obligations, liabilities, or remedies under the RedAway Lease.

2.2 **Release of RedAway.** Upon the full execution and delivery to RedAway of this Termination Agreement, RedAway, its successors and assigns and their respective affiliates (being any entity that controls, is controlled by, or is under common control with RedAway) and all of their respective investors, members, officers, directors, employees, agents, and representatives are unconditionally released from any existing or future claims by S/WCJ arising from or directly or indirectly related to the RedAway Lease, the Registration, the Replacement Lease, the Lawsuit, or the Settlement Agreement.

2.3 **Termination of the RedAway Lease Guaranty.** Upon the full execution and delivery to RedAway of this Termination Agreement, the RedAway Lease Guaranty shall be unconditionally and irrevocably terminated without any further action by S/WCJ or the Guarantors, and none of S/WCJ or either of the Guarantors shall have any further rights, duties, obligations, liabilities, or remedies under the RedAway Lease Guaranty.

2.4 **Release of the Guarantors.** Upon the full execution and delivery to RedAway of this Termination Agreement, the Guarantors, their successors and assigns and their respective affiliates (being any entity that controls, is controlled by, or is under common control with either of the Guarantors) and all of their respective investors, members, officers, directors, employees, agents, and representatives are unconditionally released from any existing or future claims by S/WCJ arising from or directly or indirectly related to the RedAway Lease, the Registration, the Replacement Lease, the Lawsuit, or the Settlement Agreement.

2.5 **CONFIDENTIALITY.** S/WCJ and RedAway agree to keep CONFIDENTIAL the terms and conditions of this Termination Agreement; provided, however, the terms and conditions of this Termination Agreement may be disclosed to the parties to the Settlement Agreement.

Stepp/WCJ Investments, LLC, a Texas limited
liability company

By: 
Walt Jennings

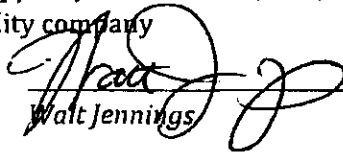
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Stepp/WCJ Investments, LLC, a Texas limited
liability company

By:


Walt Jennings

Title: Manager

Date: 6-4-15

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