THREE PARTY AGREEMENT

This Three Party Agreement is entered into among Mansfield Economic Development Corporation, a Texas non-profit corporation, hereinafter called "MEDC" or "Owner", United Properties Southwest, LLC, a Texas limited liability company, hereinafter called "Developer" or "UPS", and Pacheco Koch Consulting Engineers, LLC, a Texas limited liability company, hereinafter called "Engineer" to be effective as of February __, 2018 ("Effective Date"). MEDC, Developer and Engineer are individually referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

A. MEDC is the owner of that certain tract of land located in the City of Mansfield ("City"), Johnson County, Texas, more particularly described on Exhibit A, attached hereto and made of a part hereof for all purposes (the "Land"), to be developed as an industrial office-warehouse park to be known as Mansfield International Business Park (the "Project").

B. Developer and MEDC contemplate entering into a Development Services Agreement (herein so called) relating to the Project.

C. Pursuant to a separate written agreement between Developer and Engineer, Engineer has agreed to provide engineering design and consulting services (collectively, the "Services") which include the preparation of construction design plans and specifications for infrastructure improvements for the Park (the "Plans").

D. Engineer, Developer and MEDC desire to enter into this Agreement to agree and confirm the standard of care to be exercised by Engineer in connection with performing the Services, insurance coverage to be provided by Engineer and other matters as set forth below.

NOW, THEREFORE, for and in consideration of Ten Dollars ($10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows.

1. Recitals. The above Recitals are incorporated in and made a part of this Agreement for all purposes as if fully set forth herein.

2. Standard of Care. Subject to execution and delivery of the Development Services Agreement by Developer and MEDC, Engineer agrees to perform the Services consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances.

3. Ownership and Use of Instruments of Service.

(a) The Plans, including specifications, are Instruments of Service and Engineer shall be deemed the author and owner thereof, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Engineer.

(b) Upon execution of this Agreement, Engineer grants to Developer and/or MEDC a nonexclusive license to use the Engineer's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. The foregoing license permits

Developer and/or MEDC to authorize a contractor, subcontractors, sub-subcontractors, and material or equipment suppliers, as well as Developer's or MEDC's consultants, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

(c) If MEDC uses the Instruments of Service without retaining Engineer, MEDC shall be deemed to have released Engineer from all claims and causes of action arising from such uses.

4. Compliance with Law. The Plans shall comply, to the best of the knowledge, information and belief of Engineer, with all known applicable local, state and federal laws and with all known applicable rules and regulations promulgated by all local, state and national boards, bureaus and agencies. Approval by MEDC shall not constitute or be deemed to be a release of the responsibility and liability of Engineer, its officers, agents, employees and subcontractors for the accuracy and competency of the services performed hereunder, including but not limited to designs, working drawings and specifications or their engineering documents. Such approval shall not be deemed to be an assumption of such responsibility and liability by MEDC for any error, omission, defect or negligence in the performance of such services, it being the intent of the parties that approval by MEDC signifies MEDC's approval of only the general design concept of the improvements to be constructed.

5. Insurance. Engineer agrees to purchase and keep the insurance in force described on Annex 1 attached hereto and made a part hereof for all purposes.

6. Miscellaneous.

(a) *Governing Law/Venue*. This Agreement shall be governed by and construed under the laws of the State of Texas without regard to any conflicts of law principles. Venue for any legal action brought to interpret or enforce this Agreement shall lie in a Tarrant County district court.

(b) *Entire Agreement*. This Agreement, and any exhibit attached hereto, constitutes the entire agreement of the parties hereto and supersedes any prior written or oral agreements of the parties regarding the subject-matter of this Agreement.

(c) *Severability*. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held to be illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions of this Agreement shall continue in full force and effect.

(d) *Amendment*. This Agreement may not be amended except by a written document signed by all parties to this Agreement.

(e) *No Waiver of Right to Enforce*. If a party fails to insist on strict performance of any provision of this Agreement, such failure shall not be deemed a waiver by such party of its right to insist on strict performance of such provision in the future or strict performance of any other provision of this Agreement.

(f) *No Third Party Beneficiaries*. This Agreement shall inure to the benefit of and may only be enforced by the parties to this Agreement and their permitted successors and assigns. Except as may be specifically stated and identified in this Agreement, there are no third party beneficiaries of this Agreement.

(g) *Notices*. Any notice or other communication required by this Agreement to be given, provided, or delivered to a party shall be in writing addressed to the parties as set forth below.

Notices shall be considered "given" for purposes of this Agreement: (a) if sent by certified mail, three business days after being deposited with the U.S. Postal Service, certified mail, return receipt requested; (b) if sent by private delivery service (e.g., FedEx or UPS), on the date delivered to the notice address listed below as evidenced by a receipt signed by any person at the notice address.

If to the MEDC:	Mansfield Economic Development Corporation Attn: Scott Welmaker 301 S. Main St. Mansfield, Texas 76063
If to Developer:	United Properties Southwest, LLC 17330 Preston Road, Suite 111D Dallas, TX 75252 Attention: Gary D. Pickens, President
If to Engineer:	Pacheco Koch, LLC 7557 Rambler Road, Suite 1400 Dallas, TX 75231-2388 Attention: Clayton J. Stolle, P.E.

Either party has the right to change its notice addresses by giving written notice to the other party in accordance with the terms of this paragraph.

(h) *Authorization*. By signing this Agreement, the Parties represent to each other that this Agreement has been duly authorized by their respective governing bodies and that the person signing this Agreement on the party's behalf has been duly authorized to sign this Agreement by and on behalf of their respective party.

(i) *Attorney's Fees*. If it becomes necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party, the prevailing party's reasonable attorney's fees and costs of court.

(j) *Counterparts*. This Agreement may be executed in any number of identical counterparts, each of which is deemed to be an original instrument. All counterparts hereof taken together constitute a single instrument. A facsimile copy (or other digital image) of an executed counterpart of this agreement is binding on the party whose signature appears thereon.

Executed to be effective as of the Effective Date.

SIGNATURE PAGE FOLLOWS

MEDC:

MANSFIELD ECONOMIC DEVELOPMENT CORPORATION
a Texas non-profit corporation

By:_____
Larry Klos, President

DEVELOPER:

UNITED PROPERTIES SOUTHWEST, LLC
a Texas limited liability company

By:_____
Gary D. Pickens, President

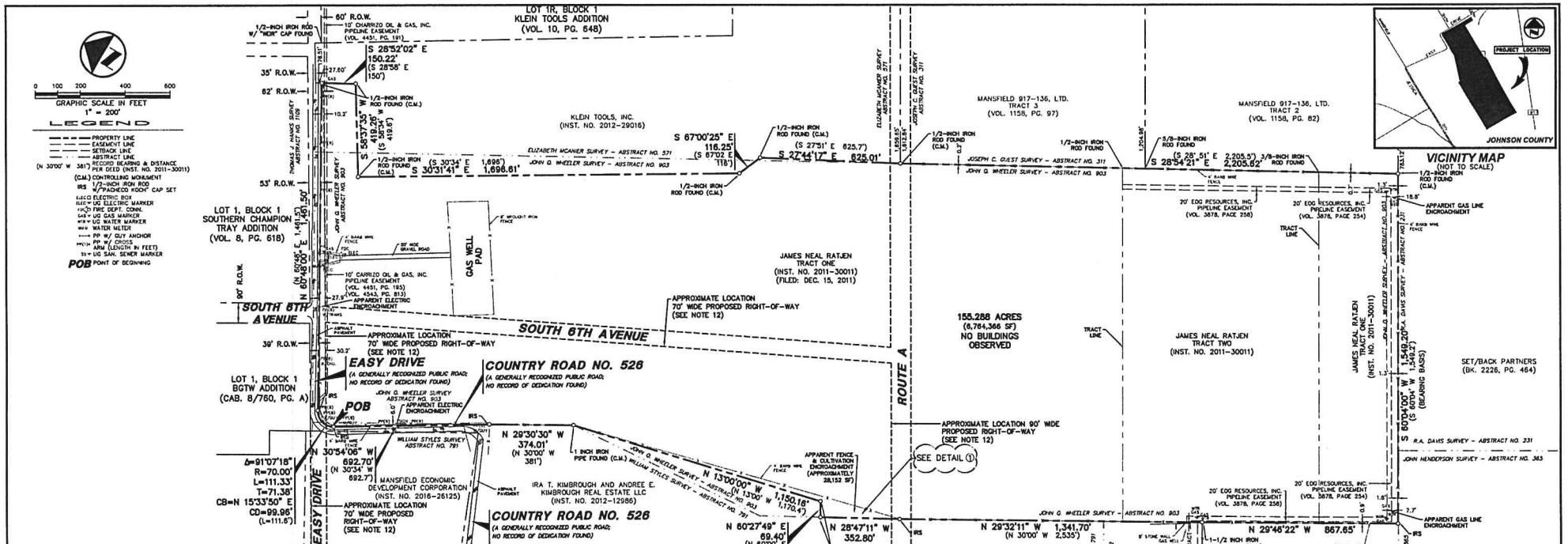
ENGINEER:

PACHECO KOCH CONSULTING ENGINEERS, LLC, a Texas limited liability company

By:_____
James A. Koch, P.E., R.P.L.S.

EXHIBIT A

PROJECT LEGAL DESCRIPTION



DESCRIPTION OF PROPERTY SURVEYED

DESCRIPTION, of a 155.288 acre tract of land situated in the John Q. Wheeler Survey, Abstract No. 903 and the Elizabeth Mcanier Survey, Abstract No. 571, City of Mansfield, Johnson County, Texas; said tract being all of that tract of land described as Tract One and Tract Two described in Special Warranty Deed with Vendor's Lien to James Neal Ratjen recorded in Instrument No. 2011-30011 of the Official Public Records of Johnson County, Texas; said 155.288 acre tract being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod with "PACHECO KOCH" cap set at the intersection of the apparent east right-of-way line of Country Road No. 526 (a generally recognized public road; no record of dedication found) and the apparent south right-of-way line of Easy Drive (a generally recognized public road; no record of dedication found); said point being the northwest corner of said Tract One and the beginning of a curve to the right;

THENCE, in a northerly direction along said curve, having a central angle of 91 degrees, 07 minutes, 18 seconds, a radius of 70.00 feet, a chord bearing and distance of North 15 degrees, 33 minutes, 50 seconds East, 99.96 feet, an arc distance of 111.33 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set at the end of said curve;

THENCE, North 60 degrees, 48 minutes, 00 seconds East, along the said apparent south line of Easy Drive, a distance of 1,461.50 feet to a 1/2-inch iron rod found for corner in the west line of that tract of land described in Special Warranty Deed to Klein Tools, Inc. recorded in Instrument No. 2012-29016 of the said Official Public Records; said point being the most northerly northeast corner of said Tract One;

THENCE, along the east line of said Tract One and the said west line Klein Tools, Inc tract, the following five (5) calls:

South 28 degrees, 52 minutes, 02 seconds East, a distance of 150.22 feet to a 1/2-inch iron rod found for corner;

South 58 degrees, 37 minutes, 35 seconds West, a distance of 418.26 feet to a 1/2-inch iron rod found for corner;

South 30 degrees, 31 minutes, 41 seconds East, a distance of 1,696.61 feet to a 1/2-inch iron rod found for corner;

South 67 degrees, 00 minutes, 25 seconds East, a distance of 116.25 feet to a 1/2-inch iron rod found for corner;

South 27 degrees, 44 minutes, 17 seconds East, a distance of 625.01 feet to a 1/2-inch iron rod found for corner; said point being the southwest corner of said Klein Tools, Inc. tract and the northwest corner of that tract of land described as Tract 3 in Warranty Deed to Mansfield 917-136, Ltd. recorded in Volume 1158, Page 97 of the Real Records of Johnson County, Texas;

THENCE, South 28 degrees, 54 minutes, 21 seconds East, continuing along the said east line Tract One and the west line said Tract 3, a distance of 2,205.62 feet to a 1/2-inch iron rod found for corner in the north line of that tract of land described in Warranty Deed With Vendor's Lien to Set/Bach Partners recorded in Book 2226, Page 464 of the said Official Public Records; said point being the southeast corner said Tract One and the southwest corner of that tract of land described as Tract 2 in Warranty Deed to Mansfield 917-136, Ltd. recorded in Volume 1158, Page 82 of the said Deed Records;

THENCE, South 60 degrees, 04 minutes, 00 seconds West, along the south line said Tract One and the said north line Set/Bach Partners tract, a distance of 1,548.20 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner; said point being the southwest corner of said Tract One and an interior corner of said Set/Bach Partners tract;

THENCE, North 29 degrees, 46 minutes, 22 seconds West, along the west line said Tract One and an east line said Set/Bach Partners tract, a distance of 867.65 feet to a 1-1/2 inch iron pipe found for corner; said point being the most northerly northeast corner of said Set/Bach Partners tract and the southeast corner of that tract of land described in Special Warranty Deed to Ira T. Kimbrough and Andree E. Kimbrough Real Estate LLC recorded in Instrument No. 2012-12986 of said Official Public Records;

THENCE, along the said west line of Tract One and the east line said Kimbrough tract, the following five (5) calls:

North 29 degrees, 32 minutes, 11 seconds West, a distance of 1,341.70 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner;

North 28 degrees, 47 minutes, 11 seconds West, a distance of 352.80 feet to a point for corner;

North 60 degrees, 27 minutes, 49 seconds East, a distance of 69.40 feet to a point for corner;

North 13 degrees, 00 minutes, 00 seconds West, a distance of 1,150.16 feet to a 1 inch iron pipe found for corner;

North 29 degrees, 30 minutes, 30 seconds West, a distance of 374.01 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner in the apparent south right-of-way line of said Country Road No. 526;

THENCE, North 30 degrees, 54 minutes, 06 seconds West, continuing along the said west line Tract One and said apparent east line County Road No. 526, a distance of 692.70 feet to the POINT OF BEGINNING.

CONTAINING: 6,764,366 square feet or 155.288 acres of land, more or less.

NOTES ADDRESSING SCHEDULE "B" EXCEPTIONS

10(a). Due to the vague description of the American Telephone & Telegraph Company Easement recorded in Volume 264, Page 403 of the Deed Records of Johnson County, Texas the surveyor is unable to determine its exact location.

10(b). The Right-of-Way Easement recorded in Volume 707, Page 316 of the Deed Records of Johnson County, Texas does not affect the subject property.

10(c). The EOG Resources, Inc. Pipeline Easement recorded in Volume 3878, Page 254 of the Deed Records of Johnson County, Texas affects the subject property as shown hereon.

10(d). The EOG Resources, Inc. Pipeline Easement recorded Volume 3878, Page 258 of the Deed Records of Johnson County, Texas affects the subject property as shown hereon.

10(e). The Carrizo Oil & Gas, Inc. Easement recorded in Volume 4451, Page 195 of the Deed Records of Johnson County, Texas affects the subject property as shown hereon.

10(f). The subject property is the same property described in Mineral Deed with Special Warranty to Lazy F, Inc. recorded in Volume 3686, Page 775 of the Deed Records of Johnson County, Texas.

10(g). The subject property is the same property described in Mineral Deed with Special Warranty to Dr. Mick Alexander AKA R.G. Alexander, Individually and as General Manager of the Mick Family Ltd., Lue Ann Claypool, James DeShong, Lazy F, Inc., First Baptist Church of Arlington, Texas, Dr. David Hughes, Ronald T. Love & Christopher R. Love, Individually as Trustees Sandra Tingley Goodloe, and Dr. Warren Tingley recorded in Volume 3778, Page 572 of the Deed Records of Johnson County, Texas.

10(h). The subject property is the same property described in Paid Up Oil and Gas Lease recorded in Volume 3413, Page 861 of the Deed Records of Johnson County, Texas.

10(i). The subject property is the same property described as Tract One and Tract Two in Special Warranty Deed with Vendor's Lien recorded in Instrument No. 2011-30011 of the Official Public Records of Johnson County, Texas.

NOTES

1. Bearing system for this survey is South 60 degrees, 04 minutes West for the south line of that tract of land described in Special Warranty Deed with Vendor's Lien to James Neal Ratjen, recorded in Document No. 2011-30011.
2. Subject property is shown on the National Flood Insurance Program Flood Insurance Rate Map for Johnson County, Texas and Incorporated Areas, Map No. 48251C0100J, Community-Panel No. 480606 0100 J, Revised Date: December 4, 2012, 2017. All of the subject property is shown to be located in Zone "X" on said map. Relevant zones are defined on said map as follows:

   Zone "X" - Other Areas: Areas determined to be outside the 0.2% annual chance floodplain.
3. This survey is based on deeds, easements and/or recorded plats and other records furnished by the client and/or the client's representative as well as significant visible monuments found on the subject property and adjacent properties, field measurements and evidence of boundaries found on the ground. However, this survey shall not represent warranty of title or guarantee of ownership. The surveyor did not abstract the subject property. This survey was performed with the benefit of a current title abstract provided by First American Title Guaranty Company, GF No. 2017-218703-RU, effective date March 17, 2017, issued May 17, 2017.
4. No underground utilities have been located and/or shown on this survey. Only visible and apparent above ground utility appurtenances are shown.
5. This survey does not provide a determination or opinion concerning the location or existence of wetlands, faultlines, toxic or hazardous waste areas, subsidence, subsurface and environmental conditions or geological issues. No statement is made concerning the suitability of the subject tract for any intended use, purpose or development.
6. Square footage totals shown hereon or referenced herein are based on mathematical closures and do not necessarily represent the positional accuracy of the boundary monuments.
7. The word "certify" or "certificate" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, expressed or implied.
8. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract: easements; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; Agreements; Lease Agreements; and ownership title evidence.
9. Any declaration made hereon or herein is made to the original purchaser of the survey. It is not transferable to additional institutions or subsequent owners.
10. The distances shown hereon for adjoining and adjacent properties have been compiled from recorded plats and deeds, and do not necessarily represent field verified or monumented distances.
11. The surveyor did not observe evidence of recent earth moving work, building construction or building additions at the time of this survey.
12. Proposed changes in street right-of-way lines are based on the City of Mansfield Master Thoroughfare Plan Map dated June 22, 2015.

SURVEYOR'S CERTIFICATE

To: James Neal Ratjen (owner);
Mansfield Economic Development Corporation c/o United Properties Southwest (client);
Raymond M. Meeks, Trustee (purchaser);
First American Title Guaranty Company (Underwriter); and
Reunion Title (agent):

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 7(a), 8, 14, and 16 of Table A thereof. The field work was completed on April 28, 2017.

Date of Plat or Map: April 28, 2017.

Paul Digdal
Registered Professional Land Surveyor
No. 6634
pdaniel@pkce.com
www.pkce.com

STATE OF TEXAS — PAUL DANIEL — 6634 — REGISTERED PROFESSIONAL LAND SURVEYOR

ALTA/NSPS LAND TITLE SURVEY
155.288 ACRE TRACT

LOCATED IN THE CITY OF MANSFIELD, TEXAS AND BEING OUT OF THE JOHN Q. WHEELER SURVEY, ABSTRACT NO. 903, ELIZABETH MCANIER SURVEY, ABSTRACT NO. 571, JOHNSON COUNTY, TEXAS

GF. NO. 2017-218703-RU

NO.	DATE	REVISION
1	06/12/2017	UPDATED TITLE COMMITMENT

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
DCP/PMD	PMD/RS	1"=200'	04/28/2017	3957-17.153

Pacheco Koch
8100 WESTERN PLACE, SUITE 1001
FORT WORTH, TX 76107 817.412.7155
TX REG. ENGINEERING FIRM F-14438
TX REG. SURVEYING FIRM LS-10193824

ALTA/NSPS LAND TITLE SURVEY - 155.288 ACRE TRACT

POLANCO
4/27/2017 3:33 PM
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ANNEX 1
REQUIRED INSURANCE

Engineer agrees to purchase and keep the following insurance in force during the term of the work performed and, in respect of Professional Liability, to purchase and maintain that insurance for at least one year beyond completion of work.

Required Insurance with minimum acceptable limits of liability:

1. Workers Compensation and Employers Liability. Statutory coverage with Employer's Liability limits of at least $100,000 for each accident, $100,000 disease – each employee, $500,000 disease – policy limit.
2. Commercial General Liability, with minimum limits of $500,000 CSL per occurrence / aggregate with endorsements providing waiver of subrogation in favor of MEDC and stipulating coverage is primary and non-contributory as respects MEDC. Such policy shall name MEDC as an Additional Insured.
3. Automobile Liability, with minimum limits of $500,000 CSL, covering owned (if any), hired and non-owned vehicles. Such policy shall name MEDC as Additional Insured.
4. Professional Liability, with minimum limits of $500,000 per claim / aggregate and coverage shall be maintained for at least one year following completion of project.

Please know that the terms Mansfield Economic Development Corporation, Mansfield EDC, and MEDC shall include "all authorities, boards, bureaus, commissions, divisions, departments, and offices of MEDC and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of MEDC."

All policies shall be written through carriers authorized to operate in the State of Texas and each policy shall provide a 30 day notice of cancellation, nonrenewal, or material change in coverage to MEDC.

Pacheco Koch Consulting Engineers, LLC agrees to cause its insurance agent to issue an Insurance Certificate detailing coverage in place to both Mansfield EDC and United Properties Southwest, LLC.

The Certificate Holder/Additional Insured (as appropriate) shown as:

Mansfield Economic Development Corporation
301 S. Main St
Mansfield, Texas 76063

The certificate should reference: Mansfield International Business Park, and be sent to the attention of: Richard Nevins / MEDC at richard.nevins@mansfield-texas.com with a copy to Gary Pickens at gdpickens@unitedpropertiessw.com.

Engineer also agrees to cause its insurance agent issue a second certificate to United Properties Southwest, LLC, showing the same coverage, having Commercial General Liability and Automobile Liability name United Properties Southwest, LLC as an Additional Insured with Certificate Holder / Additional Insured (as appropriate) shown as:

United Properties Southwest, LLC
17330 Preston Road, Suite 111D
Dallas, Texas 75252

The certificate should reference: Mansfield International Business Park and should be sent to the attention of Gary Pickens at gdpickens@unitedpropertiessw.com.