



PRELIMINARY CONTRACT FOR SALE AND PURCHASE

216-A S 4th St, Gadsden, AL 35901 (800)476-3939

PROPERTY: A single-family home and hanger with an address of 10130 Billy Mitchell, McKinney, TX 75071, Collin County Property ID# 2059343 (hereinafter referred to as "Property").

SELLER: Mitchell Air, LLC (hereinafter referred to as "Seller")

PURCHASER: _____ (hereinafter referred to as "Purchaser")

ADDRESS: _____

PHONE: _____ **EMAIL:** _____

AUCTION COMPANY: Target Auction & Land Co., Inc., through its Texas broker, Mark Thomas RE#386889 (hereinafter referred to as "Auction Company")

Both the Seller and the Purchaser hereby agree that the Seller shall sell, and the Purchaser shall purchase the following Property upon the following terms and conditions within this Contract For Sale And Purchase (hereinafter referred to as "Sales Contract"):

PURCHASE PRICE

EXAMPLE ONLY USING THE STARTING BID

| | | |
|---|---|--------------|
| High Bid Price | | \$675,000.00 |
| Buyer's Premium (12% of High Bid Price) | + | \$ 81,000.00 |
| Total Contract Price (High Bid Price + Buyer's Premium) | | \$756,000.00 |
| Deposit (10% of the Total Contract Price) | - | \$ 75,600.00 |
| Balance Due at Closing (between May 25 and June 1, 2026) | | \$680,400.00 |

EXHIBITS - The following exhibit(s) will be attached to and made part of the Sales Contract:

- A. Legal Description: See attached (hereinafter referred to as "Exhibit A")

THE PROPERTY IS BEING SOLD AS IS, WHERE IS, WITH ALL FAULTS.

THIS IS A CONTINGENCY-FREE SALES CONTRACT AND IT IS NOT SUBJECT TO INSPECTIONS, APPRAISAL, OR THE PURCHASER OBTAINING FINANCING.

REAL ESTATE AGENCY DISCLOSURE

Listing Company: Target Auction & Land Co., Inc., through its Texas Broker, Mark Thomas. The Listing Company is an agent of the Seller.

Buyer Agent Company: _____ If no company/name is entered, no commission will be paid. The Buyer Agent/Broker is an agent of the Purchaser. Compensation will be paid at closing in the amount outlined in the Broker Compensation Form.

1. TERMS OF SALE

- A. Any person who registers, or in any way participates in the auction, agrees to be bound by these terms and conditions. A bid placed by the bidder will be deemed conclusive proof that the bidder has read, understands, and agrees to be bound by these terms and conditions within this Sales Contract.
- B. The Property will be offered through an online auction selling subject to Seller's confirmation of bid. The Seller reserves the right to sell the Property in any manner they so desire. The bidding will close on Thursday, April 30, 2026, at 11:00 am CT, subject to auto-extend.
- C. Online bidder registration is required for approval to bid. No advance registration amount is required to bid.
- D. A twelve percent (12%) buyer's premium will be added to the high bid to determine the total contract price paid by the Purchaser.
- E. The Sales Contract shall be executed on auction day immediately after being declared the winning bidder.
- F. If, for any reason, the winning bidder fails or refuses to execute the Sales Contract and/or deposit the required funds, the Seller will declare the winning bidder/purchaser in default and reserves the right to resell the Property or seek specific performance.

Purchaser Initials _____

Seller Initials _____

- G. No changes to the Sales Contract will be permitted. The fully executed Sales Contract (together with all related Exhibits there to) shall control and constitute the entire agreement between the Seller and Purchaser.
- H. By submitting a bid, the bidder acknowledges the bid is binding and cannot be withdrawn. The bidder's bid constitutes an irrevocable offer to purchase the property, and the bidder will be bound by said offer.
- I. By submitting a bid and/or executing the Sales Contract in the name of a business entity or corporation, the individual doing so has the authority and enters into a guaranty agreement whereby they personally guarantee payment of the bid amount.
- J. A ten percent (10%) deposit based on the total contract price for the Property is due no later than Friday, May 1, 2026, at 4:00 pm CT, and the remaining balance is due at closing.
- K. All documents are in English. If an interpreter or translator is deemed necessary to translate any documents or information, it is the Purchaser's sole responsibility.
- L. All currency will be in U.S. dollars. No credit cards will be accepted.
- M. All bidders shall verify any information deemed important PRIOR to bidding. All information is believed to be correct; however, neither the Auction Company nor Seller make any representations or warranty of any kind.
- N. The Property will be sold unfurnished. Only real estate will convey. Built-in appliances and all window coverings will be conveyed with the Property. No other furnishings will convey.
- O. The Property, all systems, appliances, and any furnishings (if applicable) are selling AS IS, WHERE IS WITH ALL FAULTS AND WITH NO CONTINGENCIES. Prior to bidding, (1) it is the bidder's sole responsibility to be satisfied with the Property, all systems, appliances, and any furnishings (if applicable); and (2) It is the sole responsibility of the Purchaser at Purchaser's option and expense, to make whatever evaluations or inspections (i.e., physical, environmental, engineering), deemed necessary and to verify with any governing agency any requirements, guidelines, permits, or regulations pertaining to the Property and its use thereof.
- P. The Property will convey by existing legal description. Should the Purchaser or Purchaser's lender require any additional survey work, it will be at the Purchaser's option and expense, and will not affect the closing. If an updated survey shows a greater or lesser amount of acreage, the Sales Contract price will not be adjusted.
- Q. The Property will be conveyed by Warranty Deed free and clear of all liens and encumbrances subject to the terms and conditions relating to such liens and encumbrances contained (1) herein, (2) in the O & E Title Search (posted online for review), and (3) any other documents of record. The Seller shall have up to sixty (60) days after the auction date to cure any defects in title, if any defects are discovered that are not addressed in the existing O & E Title Search.
- R. The Purchaser shall take title subject to present zoning classification, prohibitions, covenants, restrictions, and matters of public record, public utility easements (as applicable).
- S. Portion(s) of the Property may or may not be located in a flood zone/wetlands area.
- T. Any fence lines may or may not represent boundary lines.
- U. Purchaser acknowledges that Purchaser has timely reviewed the Property information available on the website or assumes the risk of not having done so. Purchaser acknowledges that information regarding the Property may be updated or changed on the website at any time prior to the conclusion of bidding and that it is the sole responsibility of the Purchaser to monitor the website with respect to any updates or information regarding the Property.
- V. The Property is being offered with no contingencies. The Property is not offered contingent upon financing, appraisal, or inspections. These are the responsibility of the Purchaser to have completed prior to bidding if desired.
- W. Seller, including its employees and agents, will not be liable for any damage or injury to any property or person at or upon the Property. The Seller expressly disclaims any "invitee" relationship and is not responsible for any defects or dangerous conditions on the Property, whether obvious or hidden.
- X. Target Auction Company reserves the right to establish all bidding increments.
- Y. Purchaser warrants and represents that they are at least 18 years of age and are fully authorized to bid.
- Z. In the event that any provision contained in this Sales Contract is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Sales Contract will not be impaired in any way.

2. PROPERTY MAINTENANCE and CONDITION

The Seller shall be responsible for maintaining the Property which includes all appliances, systems, and equipment (as applicable) on the Property until the closing. If the Seller remains in possession of the Property after closing date, then Seller shall be obligated to maintain the Property for the timeframe the Seller is in possession of the Property. Seller shall maintain the Property in the same condition as of the auction date and shall make no changes to the Property, subject to any requirement that may be imposed on Seller by law. At closing or when possession of Property is given to the Purchaser, it becomes the Purchaser's obligation to maintain the Property.

3. POSSESSION

Possession of the Property will occur at closing, subject to the/any existing lease(s).

4. PROPERTY DISCLOSURES

- A. Billy Mitchell is a private road.
- B. The hanger is presently rented on a month-to-month basis. The tenant is to receive 30 days' notice to vacate. The Purchaser can notify Auction Company/Seller after execution of the Sales Contract to initiate the 30-day notice, if so desired. If the Purchaser desires to leave the tenant in place, they can notify Auction Company/Seller of that intent. The rental income will not be prorated for May of 2026.
- C. The Restrictive Covenants dated November 30, 1993, and recorded Volume 1137, Page 408, Clerk's No. 94-0028197 and Volume 4043, Page 312, Clerk's No. 97-0098283 have an expiration date of December 31, 2025, along with Aero Country West Property Owners Association, which is non-functional and has been inactive long-term.
- D. The Seller contributes \$1,100 per year for the maintenance of the airport to the Aero Country Property Owners Association.

5. UPDATES and CORRECTIONS

It is the sole responsibility of the Purchaser to check for any updates or corrections prior to the end time of the auction.
(Any updates, revisions, additions, deletions, or corrections to this Sales Contract will be added here.)

6. CLOSING

- A. Closing to be completed no sooner than Monday, May 25, 2026, and no later than Monday, June 1, 2026.
Closing Agent: Capital Title of Texas, LLC: McKinney-McWilliams Escrow Office, 2713 Virginia Parkway, Suite 100 McKinney, TX 75071, is the closing and escrow agent and will hold the deposit in a non-interest-bearing escrow account. Wire instructions will be provided. Contact Connie Smith - (972) 542-1251, csmith@ctot.com. **It is the Purchaser's responsibility to contact the closing agent and schedule closing.**
- B. Closing Costs:
 - 1. **Seller** will pay for the O & E Title Search, preparation of the deed, and municipality assessments presently due (if applicable).
 - 2. **Purchaser** will pay all other closing costs, including but not limited to any recording fees, attorney fees, wiring fees, loan/financing fees, survey fees, state tax/deed stamps/transfer tax, etc. (if applicable). A title insurance policy is available through Capital Title of Texas, LLC at the Purchaser's option and expense.
- C. Prorations: Ad valorem taxes, homeowners' association fees (if applicable), and any other similar items will be prorated to the closing date.
- D. The proceeds due from the Purchaser at closing shall be by confirmed wire transfer prior to closing and sent to Capital Title of Texas, LLC. Wire instructions will be provided.
- E. If closing is delayed by actions or lack of actions of the Purchaser after the closing date deadline or extended closing date deadline (as outlined in 1Q), the Purchaser will forfeit all of the deposit. The deposit will be retained by the Seller and Target Auction & Land Co., Inc., as liquidated damages. Any breach of the terms and conditions of this Sales Contract by the Purchaser, the closing/escrow agent is expressly authorized and instructed to disburse the deposit and any registration amount (if applicable) without the requirement of any further writing or agreement of the Seller and Purchaser. No fees will be charged, nor damages applicable for an extension when the closing is delayed by the Seller, Seller's closing/escrow agent, and/or Seller's surveyor.

6. WIRE TRANSFERS

A transaction fee will apply to all incoming and outgoing funds transferred via wire.

7. DEFAULT

- A. It is agreed by the Seller and Purchaser in the event the Purchaser fails to close and pay the balance when due, Seller and Auction Company reserve all rights allowed by law and the Sales Contract, including a suit for damages, specific performance or cancellation of the transaction, with the Seller to retain the deposit. In the event of any breach of the terms of this agreement by the Purchaser, the Seller will declare the Purchaser in default and the Purchaser agrees that the escrow agent is expressly authorized and instructed to disburse the deposit without the requirement of any further approval or agreement from the Seller or Purchaser. Any action taken after the Purchaser's default shall be solely at the Seller's option with all costs incurred by Seller being paid by the Purchaser. If any legal action is required to enforce this agreement, or to collect any fees or costs earned or advanced pursuant thereto, the Seller or Auction Company shall be entitled to recover any and all costs of such action, including, but not limited to, the expenses and court costs of the action and a reasonable attorney's fee.

EXHIBIT "A"

BEING a tract of land situated in the C. C. Carter Survey, Abstract Number 220, and in the E. T. Berry Survey, Abstract Number 43, in Collin County, Texas, being that same tract conveyed to Paul Davis by deed recorded in Instrument Number (Inst. No.) 20180926001207790, of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "RPLS 5587" found for the northwest corner of the herein described tract of land, same being in the east line of a tract of land conveyed to Gemini Air, Inc. by deed recorded in Volume 5442, Page 7282, D.R.C.C.T., and being the southwest corner of a tract of land conveyed to Star Dog Aviation by deed recorded in Inst. No. 20160906001186600, D.R.C.C.T.;

THENCE North 89 degrees 55 minutes 15 seconds East, with the south line of said Star Dog Aviation tract, a distance of 199.36 feet to a 5/8 inch iron rod with cap stamped "RPLS 5587" found for corner, same being the southeast corner of said Star Dog Aviation tract, and being in the west line of Aero Country Road;

THENCE South 00 degrees 42 minutes 53 seconds West, with the west line of said Aero Country Road, a distance of 180.15 feet to a 1/2 inch iron rod found for corner, same being the northeast corner of a tract of land conveyed to Carson Fitzgerald by deed recorded in Volume 3415, Page 997, D.R.C.C.T., and being within an asphalt and gravel road known as Billy Mitchell Drive;

THENCE South 89 degrees 56 minutes 58 seconds West, with the north line of said Fitzgerald tract, along and within said Billy Mitchell Drive, a distance of 198.25 feet to a 5/8 inch iron rod with cap stamped "RPLS 5587" found for corner, same being the northwest corner of said Fitzgerald tract, and being the northernmost northeast corner of a tract of land conveyed to Blue Star Land, L.P. by deed recorded in Inst. No. 20170215000207220, D.R.C.C.T., and being the southeast corner of said Gemini Air, Inc. tract;

THENCE North 00 degrees 21 minutes 46 seconds, with the east line of said Gemini Air, Inc. tract, departing said Billy Mitchell Drive, a distance of 180.04 feet to the POINT OF BEGINNING and containing 0.822 acres of land, more or less.