

record owners and mortgagees of all the Lots and any portions thereof which then have access to and are served by the Driveway Easements (whether or not actually using the Driveway Easements). The term mortgagees as used herein shall include any present or future beneficiary or beneficiaries under any deed of trust.

B. Owners shall have the right to install and maintain private utilities and to grant utility easements to public utilities on, over, and across any portion or part of the Driveway Easements the Lots provided such private utilities or utility easements, or both, do not unreasonably interfere with the purpose or purposes for which the Driveway Easements were created hereunder and that any damages done to the Driveway Easements or Improvements located therein (as defined below) by the installation or maintenance of private or public utilities, or both, in the Driveway Easements is promptly repaired by the Owner installing any private utilities, in the case of private utilities, or by the public utility or utilities installing or maintaining the public utilities whose maintenance or installation has caused such damage, in the case of public utilities, to a condition at least as good as existed immediately prior to such damage and that any instrument dedicating to the public for public utility purposes any or all of the Driveway Easements or conveying an easement for public utility purposes out of all or any part of the Driveway Easements shall impose such obligation to repair the Driveway Easements as set out above on the public utility or utilities installing and/or maintaining utility facilities in any such easement dedicated to the public or on the public utility or utilities to whom such easement is granted, as the case may be.

C. Any and all driveways covering any portion of the Driveway Easements shall be constructed by the Owners in accordance with all applicable building codes and ordinances of the governmental authorities having jurisdiction over the Driveway Easements. The Owners shall share equally among the Lots (i.e. 1/2 as to each Lot) in the construction and maintenance of the paved driveways or other driveway improvements, including curbs and gutters, if any, drainage, if any, and all other access related improvements installed within located or to be located in the Driveway Easements (the "Improvements"). The obligation to construct, maintain, and repair the Improvements shall include, without limitation, the obligation to maintain the surface at such grades and levels so that the surface of the Driveway Easements may be used and enjoyed as contiguous and homogenous areas between Easement Tract and each Lot and to maintain the surface in a level, smooth, and evenly coated condition with the type of surfacing material originally installed or of similar quality, use, and durability, maintaining any landscaped areas, and removing all papers, debris, and refuse and sweeping the Driveway Easements to the extent reasonably necessary to keep the Driveway Easements in a neat, clean, and orderly condition.

D. If any Owner or Owners (the "Working Owner") determines that the Owner of another of the Lots has failed or refused to share in construction or maintenance of the paved driveway within the Driveway Easements as required by this Agreement for any reason (the "Non-Working Owner(s)"), prior to commencing any construction, repairing, maintenance, or replacement to the Improvements, hereinafter sometimes called the "Work", for which Working Owner may seek to require payment from the Non-Working Owner(s) of the cost of the Work, the Working Owner shall send written notice to the Non-Working Owner(s) of the cost and scope of the Work along with a copy of the bid, if any, received by Working Owner for the Work; provided, however, that when Work is required on the Improvements in bona fide emergency situation and there is not time to obtain the approval of Non-Working Owner(s) prior to performing the Work ("Emergency Work"), Working Owner shall be entitled to perform all necessary Emergency Work prior to obtaining Non-Working Owner(s)'s consent and without notice to Non-Working Owner(s), and Non-Working Owner(s) shall pay the reasonable cost of such Emergency Work with sixty (60) days after written notice by Working Owner to Non-Working Owner(s) of the cost of such Emergency Work, accompanied by reasonable written evidence of the cost thereof. If Non-Working Owner(s) does not object in writing to the reasonableness of the cost of the Work or the necessity of the Work to construct or keep the Improvements in the condition required hereunder within sixty (60) days after the receipt of such notice of proposed Work from Working Owner, Non-Working Owner(s) will be deemed to have approved the Work and waived all objections thereto. Notwithstanding anything contained herein to the contrary for

purposes of the immediately preceding sentence, notice will not be deemed to have been received by a Non-Working Owner until actual receipt thereof, and the time period for such objection shall be sixty (60) days from the date of such actual receipt of such notice. If a Non-Working Owner shall properly object in writing to any proposed Work within such sixty (60) day period (the only grounds for such objections hereunder being that the cost of the Work is unreasonable or that the Work is not necessary to maintain the Improvements in the condition required in this section)(hereinafter called an "Objecting Owner"), the Working Owner and Objecting Owner shall negotiate in good faith during the twenty (20) day period following such objection to resolve such objection. If Working Owner and Objecting Owner fail to agree during such twenty (20) day period then, the question of whether or not the proposed Work is necessary hereunder or the cost thereof is reasonable, or both, as the case may be, shall be submitted for arbitration as provided in the immediately succeeding section. The Non-Working Owner(s) shall pay to Working Owner the reasonable costs in the Polk County, Texas, area to Working Owner of performing or causing to be performed all Work required under this Paragraph (the "Work Cost"), within twenty (20) days after receipt by Non-Working Owner(s) from Working Owner of notice of the amount expended for any particular Work, accompanied by copies of the paid invoices, cancelled checks, and/or other reasonable evidence of payment of sums charged for such Work. Notwithstanding anything contained herein to the contrary, Working Owner may perform any repairs, replacements, or maintenance on the Improvements that Working Owner deems in its sole discretion necessary, with or without the approval of Non-Working Owner(s), and even if submitted to Non-Working Owner(s) for approval and disapproved or submitted to arbitration as hereinafter provided and found not necessary by the arbitration panel under the standards set out herein, as long as Working Owner pays the full cost for such repairs, replacements, or maintenance. In addition, Working Owner may, in Working Owner's discretion, in the event Non-Working Owner(s) objects to any proposed Work and the objection or objections of the Objecting Owner are submitted to arbitration, commence the performance of such Work prior to a determination of an arbitration panel with respect to Objecting Owner's objection, and Objecting Owner shall pay to Working Owner the amount of the cost thereof, if any, that the arbitration panel determines is payable by Objecting Owner to Working Owner under the terms hereof. All Work done on the Driveway Easements shall be done so as to minimize to the extent reasonably possible interruption of access to the property served by the Driveway Easements.

E. If any dispute as to Work proposed by Working Owner to Non-Working Owner(s) or any emergency Work performed by Working Owner (as above provided) arises and must be arbitrated as provided above, Working Owner and Objecting Owner agree to submit such dispute to resolution by binding arbitration as set out in this section, which result of such arbitration shall be final and binding on Working Owner and Objecting Owner. The arbitration shall be in accordance with the then current Commercial Rules of the American Arbitration Association, hereinafter referred to as the "AAA", as modified and supplemented herein. The arbitration proceeding will be initiated by either party giving written notice to the other. The arbitration shall be held before one (1) arbitrator selected under the AAA rules. The arbitrator shall be a person with knowledge regarding concrete paving such as a building, construction or paving contractor or a person in the business of developing real estate, although not necessarily a person in the concrete paving business. The arbitrator shall promptly, make such determination as is appropriate on the question of the cost or necessity or both with regard to any proposed Work in accordance with the standards described in the immediately preceding section. Such award and determination by the arbitrator shall be final and binding on Working Owner and Objecting Owner and enforceable in any court of competent jurisdiction. Neither Working Owner nor Objecting Owner shall communicate separately with any arbitrator. All communication between a party and any arbitrator will be directed to the nearest regional office to Beaumont, Texas, of the AAA for transmittal to the arbitrator. The cost and fees of the arbitrator and the AAA shall be paid and shared one-share by each party to such arbitration. The provisions of the Texas General Arbitration Act (Texas Civil Practice & Remedies Code Chapter 171), as amended, supplemented, and replaced, shall apply to this arbitration.

F. Notwithstanding anything contained to the contrary, no Owner may require any other party to pay for repairs to the Improvements hereunder which are caused such Owner deliberately damaging or destroying such pavement in the process of making other improvements or if such Owner causes damage or destruction to the Improvements by

reason of use of the Driveway Easement that is unreasonable, such as moving equipment or other objects across the Driveway Easement whose weight or design causes damage to the Improvements, in which event the Owner causing such damage on destruction (the "Obligated Owner") shall be solely responsible to make all necessary repairs to the Driveway Easement. If any obligated Owner fails to make such necessary repairs to the Improvements within twenty (20) days after written demand from any other owner (the "Demanding Owner"), then the Demanding Owner may make all such necessary repairs to the Improvements and the Obligated Owner shall reimburse the Demanding Owner for all costs incurred in making such repairs within twenty (20) days after written notice by the Demanding Owner to the Obligated Owner, and all sums expended by the Demanding Owner shall bear interest at the rate of twelve percent (12.0%) per annum on and after the expiration of said twenty (20) day period until paid by the Obligated Owner. The Demanding Owner shall have all remedies available at law or equity to enforce the obligations of the Obligated Owner hereunder, and the provisions of the section shall not be subject to arbitration as provided above.

3. Miscellaneous

A. Any notice required or permitted under this Agreement by any party hereto to the other party shall be deemed delivered on depositing such notice in the United States Mail, postage prepaid, or on receipt if such notice is delivered by hand delivery or by courier service at the following address:

If to Grantor:	Tanglewood Landholdings TX LLC 218 Marble Garden Lane Conroe, Texas 77304
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B. Any party hereto may change its address for purposes hereof by sending written notice of such new address for notice hereunder to the other party hereto in the manner and at the address specified above effective three (3) business days after receipt by such other party. Any Owner who subsequently became a party to this agreement by becoming Owner of any part of the Lots may be given notice as provided in this section at the address for such Owner in any deed or similar conveyance conveying a portion of the Lot to such Owner or in the most current address for such Owner maintained by the Polk County Tax Appraisal District or any successor entity thereto.

C. Any Owners or mortgagees of all or any portion of any of the Lots may enforce the provisions of this agreement by bringing suit in a court of competent jurisdiction. Any person who shall bring suit to enforce any term or provision of this agreement and shall prevail in such suit shall be entitled to reasonable attorneys' fees and expenses incurred in enforcing this agreement. This agreement may not be enforced by any tenant or invitee of any Owners.

D. Any of the Owners may authorize his, her, its, or their respective tenants and invitees to exercise any one or more of the rights and privileges granted to him, her, it, or them herein, except where expressly otherwise provided herein, upon such terms and conditions consistent herewith as may be deemed appropriate and may revoke or withdraw such authorization, all without the joinder or consent of any of the other Owners.

E. This Agreement shall be governed by the laws of the State of Texas and shall be performable in Polk County, Texas. The venue for any litigation related to this Agreement shall be in the state or federal courts of appropriate venue and jurisdiction for Polk County, Texas.

F. If any part or parts of this Agreement shall be found illegal or unenforceable by any court of competent jurisdiction the balance of this Agreement shall be construed as if such illegal or unenforceable part or parts of this Agreement had never been contained herein. All provisions of this Agreement are severable to maintain in full force and effect the remaining provisions of this Agreement.

G. The conveyance and easements contained in this Agreement are subject to the following:

(i) All restrictions, easements, covenants, conditions, and outstanding interests in minerals and/or mineral leases and other matters of record in the Offices of the County Clerk of Polk County, Texas, to the extent they are still in effect and relate to the Easement Tract;

(ii) Ad valorem property taxes assessed on the Lots for the year 2021, and subsequent years, not yet due and payable;

(iii) All laws, regulations, and ordinances of municipal and other governmental authorities, if any, but only to the extent they are still in effect and relate to the Easement Tract;

(iv) The terms of any highway drive access apron agreement or similar agreement relating to the physical connection of the Driveway Easements with the paved surface and/or right of way of the Highway; and

(V) GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE STATUS OF TITLE TO THE LOT AND THE EASEMENTS, IF ANY, (TOGETHER THE "PROPERTY") CREATED OR GRANTED BY GRANTOR AND/OR GRANTEE, AND THE PHYSICAL CONDITION OF THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE PURCHASE OF THE LOT AND TO ENTER INTO THIS AGREEMENT. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR ANY WRITTEN REPRESENTATIONS OR WARRANTIES EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT OR CONTRACT WITH GRANTOR FOR PURCHASE AND SALE OF THE LOT, GRANTEE IS RELYING SOLELY UPON THE INSPECTION, EXAMINATION, AND EVALUATION OF THE PHYSICAL CONDITION OF THE PROPERTY BY GRANTEE AND HAS NOT RELIED UPON ANY WRITTEN OR ORAL REPRESENTATIONS, WARRANTIES OR STATEMENTS, WHETHER EXPRESS OR IMPLIED, MADE BY GRANTOR OR ANY AFFILIATE, AGENT, EMPLOYEE, OR OTHER REPRESENTATIVE OF GRANTOR OR BY ANY BROKER OR ANY OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT GRANTOR WITH RESPECT TO THE LOT, THE EASEMENTS OR THE PROPERTY, THE CONDITION OF THE PROPERTY OR ANY OTHER MATTER AFFECTING OR RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY. GRANTEE IS PURCHASING, AND AT CLOSING WILL ACCEPT, THE PROPERTY ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES AND/OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE; EXCEPT FOR ANY WRITTEN REPRESENTATIONS OR WARRANTIES EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT OR CONTRACT WITH GRANTOR FOR PURCHASE AND SALE OF THE LOT. GRANTEE ACKNOWLEDGES THAT GRANTOR HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE PROPERTY, WHETHER RELATING TO THE LOT OR ANY EASEMENT.

H. Nothing in this Agreement will be construed as requiring or permitting any person or entity to perform any act or omission that violates any local, state or federal law, regulation or requirement in effect at the time the act or omission would occur. Provisions in this agreement which may require or permit such a violation will yield to the law, regulation or requirement.

I. This Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of a Lot, or any parts thereof, is vested in one party or entity.

EXECUTED THIS the 25 day of February, 2022.

GRANTOR:

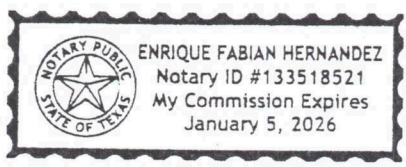
Tanglewood Landholdings TX LLC,
a Texas limited liability company
By: Tanglewood Landholdings TX Agent Trust, as Manager

By: Geoffrey Rhys Burnett
Name: Geoffrey Rhys Burnett
Title: Trustee

STATE OF TEXAS

COUNTY OF ~~POLK~~ Montgomery

This instrument was acknowledged before me on the 25th day of February, 2022, by Geoffrey Rhys Burnett, Trustee of Tanglewood Landholdings TX, LLC, a Texas limited liability company, on behalf of said company.



[Signature]
Notary Public

EXHIBIT "A - METES & BOUNDS"

EXHIBIT "A - DRAWING"

FILED FOR RECORD

Mar 04 2022 10:03:57

Schelana Hock
SCHELANA HOCK
POLK COUNTY CLERK



I, SCHELANA HOCK hereby certify that the instrument was FILED in the file number sequence on the date and at the same time stamped heron by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS OF Polk County, Texas as stamped heron by me.

Schelana Hock  Mar 04, 2022
COUNTY CLERK
POLK COUNTY, TEXAS

AFTER RECORDING RETURN TO:
Tanglewood Landholdings TX LLC
218 Marble Garden Lane
Conroe, Texas 77304

