



HelpingaHero.org

Home Program Agreement

THIS AGREEMENT (sometimes subsequently referred to as the "Agreement") is made effective the 2nd day of September, 2016 (the "Effective Date"), by and between the following parties:

Veteran. Brian Mast (referenced herein as the "Veteran"), a wounded veteran currently residing in Florida,

Spouse. Brianna Mast (referenced herein as the "Spouse"); and

HelpingaHero.org. HelpingaHero.org, a Texas non-profit corporation and a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (referenced herein as "HAH").

The individuals and organization described above are sometimes collectively referred to as the "parties" or "the parties to this Agreement" (or words of similar effect).

Section I—RECITALS AND DEFINITIONS

1.1 Purpose of Agreement. The purpose of this Agreement is to establish terms and conditions under which HAH has provided and will provide certain financial assistance to Veteran in connection with the building of a home on the Property (legal description in 1.4) under the HAH Wounded Hero Home Program ("the Program").

1.2 Term of Agreement. This Agreement shall remain in full force and effect until the earlier of (i) the expiration of a period of ten (10) years from September 26, 2014, (ii) the purchase of the Property by HAH under the exercise of HAH's Right of First Refusal and/or Buy-Out Right (described below in Section III), (iii) the purchase of the Property by a third party after HAH has affirmatively declined to purchase the Property under its Buy-Out Right, (iv) the declination of HAH to purchase the Property under its Buy-Out Right after a court ordered transfer of the property in a divorce suit, or, (v) the death of Veteran who at the time of death is married and/or has children who are Veteran's legal dependents and/or has children who are legal beneficiaries of Veteran's probate estate (see 1.3) below). The period of time defined in the preceding sentence is referred to herein as the "Term".

1.3 Death of Veteran. If Veteran dies during the Term of this Agreement and is married and/or has children who are Veteran's legal beneficiaries at the time of death, and/or has children who are legal beneficiaries of Veteran's probate estate, the property will be distributed according to Veteran's will, (and if no will, then according to state law) and HAH will promptly file a release in the property records resulting in the Property no longer being subject to this Agreement.

1.4 Legal Description of Property. All references to the "Property" are to the residence and lot located at 3045 NW Radcliffe Way, Palm City, Florida 34990 and more particularly described in Exhibit A.

1.5 Acknowledgement of Separate Property Requirement. Veteran and Spouse understand and acknowledge that in order for Veteran to receive the benefits offered through the Program, Veteran and Spouse must agree, pursuant to this Agreement, that 100% of the Property shall be Veteran's separate property. HAH requires that the Property remain as separate property to facilitate the ongoing administration of the Program and to ensure that the Property is used consistently with HAH's charitable purposes.

1.6 Loan and Lender. "Loan" and "Lender" shall have the meanings set forth in Section 5.3.

1.7 Acknowledgment of HAH's Charitable Mission. Veteran and Spouse understand and acknowledge that HAH is a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any corresponding provision of any future United States internal revenue law (the "Code"), that HAH's charitable purposes include providing homes to severely wounded veterans of the United States Armed Forces, and that the type of home constructed will vary depending on a veteran's medical condition, medical needs and the budget and in-kind donation support available from the local community. Veteran and Spouse agree that they will cooperate with HAH with respect to its charitable mission.

1.8 Veteran's Original Investment. "Veteran's Original Investment" is \$310,000.

1.9 Requirement of Clear Title. If HAH exercises its Right of First Refusal and/or its Buy-Out Right, the transfer will result in clear title being transferred to HAH.

NOW THEREFORE, in consideration of the mutual agreements, covenants, stipulations, and terms contained in this Agreement, the sufficiency of which consideration is hereby mutually acknowledged, the parties to this Agreement agree as follows:

SECTION II—VETERAN and Spouse OBLIGATIONS

2.1 Principal Residence. Veteran shall occupy the Property as his principal residence throughout the Term of this Agreement, shall not abandon the property, and shall not lease the property to a third party.

2.2 No Sale of Property. Veteran shall not sell the Property during the Term of the Agreement unless Veteran first provides Veteran's Sale Notice to HAH (see Sec. 3.1(1) below) and offers HAH the Right of First Refusal to purchase the Property for the amount of Veteran's Original Investment, as described in Section 3.1 below.

2.3 Property is Separate Property of Veteran.

(1) To obtain the benefits offered under the Home Program, Veteran and Spouse agree that the Property is and will remain the separate property of Veteran, and will not, under any circumstance, treat the Property as community property during the Term of this Agreement.

(2) Veteran and Spouse shall not undertake any action or enter into any agreement during the Term of this Agreement that would have the effect of (i) converting the Property to the community property of Veteran and Spouse, or (ii) partitioning the Property to Spouse as Spouse's separate property.

(3) Veteran and Spouse further agree that all appreciation in value and in kind, and all replacements of and recoveries of every kind from the Property, shall be Veteran's separate property, without regard to any other factor, including by way of example but not limitation, whether the same shall be the result of market forces, either party's time, talent, efforts, or labor, financial contributions made with community property or either party's separate property, or contributions made with community credit or separate credit, or any other cause whatsoever.

(4) Veteran and Spouse further agree that the Property shall never be subject to any equitable lien to secure a claim for economic contribution or a claim for reimbursement.

(5) Veteran and Spouse agree that this Section 2.3 shall be effective on the same effective date as all other provisions of this Agreement.

(6) **KNOWING, VOLUNTARY AGREEMENT.** Spouse acknowledges and agrees she has no ownership interest in or rights to the Property, and hereby waives and agrees to waive, any and all ownership and/or management rights that she may have or obtain in the Property by operation of law or otherwise during the Term of this Agreement. **SPOUSE UNDERSTANDS THAT BY SIGNING THIS DOCUMENT HE/SHE WAIVES ALL CLAIMS HE/SHE MAY OTHERWISE HAVE UNDER TEXAS LAW TO THE PROPERTY DURING THE TERM OF THIS AGREEMENT.**

 signature of Spouse

2.4 Divorce of Veteran and Spouse. If Veteran or Spouse file for divorce during the Term of this Agreement, Veteran shall send written notice of same to HAH no later than ten (10) business days after the divorce case is filed in a court of law. In the event Veteran and Spouse divorce (evidenced by a final divorce decree, divorce settlement agreement or other legal instrument) during the Term of this Agreement, the parties agree as follows:

(1) If the Property is owned 100% by the Veteran after the divorce, then the divorce shall have no effect on this Agreement, except that former Spouse will no longer have rights or duties under this Agreement.

(2) If the Property is sold pursuant to the divorce or awarded to Spouse pursuant to the divorce, then HAH's rights to purchase the property under this Agreement will apply to the disposition of the Property, as described below in Sections III and IV.

2.5 Payment of Mortgage: If Veteran obtains a mortgage on the Property, Veteran shall make the mortgage payments on time each month.

2.6 Payment of Property Taxes: Veteran shall pay any and all state, local, and federal taxes associated with the Property.

2.7 Maintenance and Repair. Veteran shall keep the Property in reasonable repair, and undertake all maintenance and repairs reasonably required for this purpose within a reasonable period of time. Veteran and Spouse shall comply with all property and home owner restrictions on the Property, whether via Homeowners Association Rules or any other governing body.

2.8 Maintenance of Insurance. Veteran shall maintain homeowner's liability and fire insurance on the Property. Such insurance must, at minimum, meet the coverage requirements of the Lender as set forth in the loan.

2.9 Pets. Veteran and all occupants of the Property during the Term of this Agreement shall comply with all HOA rules, by-laws, restrictions, etc., if applicable, and all local ordinances, regarding the number and types of pets allowed on the Property.

2.10 Home Owners Association. Veteran and Spouse shall not violate Home Owners Association restrictions in the subdivision in which the Property is located, if any.

2.11 Behavior. During the Term of this Agreement, Veteran is a participant in the HAH Wounded Hero Home Program and accordingly shall represent HAH with respect and conduct becoming an *honorably discharged military veteran*.

2.12 Communication with HAH. Veteran shall communicate with Helping a Hero via its Executive Director or Chief Officer at least four times per year either by telephone, in person or in writing during the Term of this Agreement.

2.13 No Unlawful Activities on Property. Veteran shall not allow the Property to be used for any activity in violation of applicable any Federal, State or Local law or land use regulations.

2.14 No Encumbrances. Except for the mortgage associated with the initial loan, and except for a new loan which lowers the original mortgage interest rate and does not include a cash-out to the borrower, Veteran shall not permit the property to become subject to any lien, secondary mortgage, deed of trust, or other encumbrance during the Term of this Agreement.

2.15 No Acceptance of Home from other Charity. Veteran shall not accept a home from any other charitable organization during the Term of this Agreement.

SECTION III—HAH'S RIGHT OF FIRST REFUSAL AND VETERAN'S DUTY OF NOTICE

3.1 HAH's Right of First Refusal to Purchase. If the Property is offered for sale during the Term of this Agreement, even if under court order in a divorce proceeding, the parties agree that HAH shall have a Right of First Refusal to purchase the Property from Veteran at the price of the Veteran's Original Investment. The purchase price paid by HAH to Veteran will first be applied to extinguish any liens or encumbrances on the Property, including the aforementioned mortgage on the Property. If the Property is offered for sale during the Term of this Agreement, Veteran must give Veteran's Sale Notice to HAH, as described in Section 3.2.

3.2 Veteran's Duty to Provide Veteran's Sale Notice. Before any attempt to sell the property to any party, Veteran shall send in writing to HAH notice that the Property will be offered for sale, and the notice must be sent **by certified mail, return receipt requested** to HAH, 8564 Katy Freeway, Suite 134; Houston, Texas 77024 (or subsequent address provided to Veteran by HAH).

3.3 Failure to Provide Veteran's Sale Notice. If the Property is sold to an entity other than HAH during the Term of this Agreement, and without proper Veteran's Sale Notice to HAH, the fair market value of the Property on the date of sale minus the Veteran's Original Investment shall be owed to HAH by the Veteran and/or the third party purchaser, who has notice of this provision pursuant to the filing of this Agreement in the applicable county property records.

3.4 HAH's Right of First Refusal Notice Period. If HAH intends to exercise its Right of First Refusal to purchase the Property from Veteran under this Agreement, HAH shall send written notice, via email or mail, within fifteen (15) business days of its receipt of Veteran's Sale Notice (the "Right of First Refusal Notice Period"), to Veteran of its intent to exercise its Right of First Refusal. If HAH does not notify Veteran of its intent to exercise its Right of First Refusal, then upon the expiration of the Right of First Refusal Notice Period, the Right of First Refusal will be null and void as to the particular offer of sale under the Veteran's Notice which triggered the Right of First Refusal Exercise Period.

3.5 Right of First Refusal Renewal. If at any time after the Veteran's Sale Notice is sent to HAH the Property is not sold and is no longer offered for sale by any means, whether publicly or privately, HAH has a renewed Right of First Refusal on future offers for sale of the Property during the Term of this Agreement.

SECTION IV – HAH'S BUY OUT RIGHT AND VETERAN'S DUTIES OF NOTICE

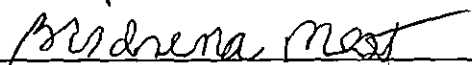
4.1 Buy-Out Right of HAH. Certain breaches of this Agreement by Veteran will trigger HAH's right to buy the Property from Veteran or Spouse, as applicable, for the sum of Veteran's Original Investment ("HAH'S Buy-Out Right"). The purchase price paid by HAH will first be applied to extinguish any liens or encumbrances on the property, including the aforementioned mortgage on the property, and any purchase money leftover will be paid to Veteran or Spouse, as applicable. HAH's Buy-Out Right shall be triggered by lien foreclosure, loan default,

egregious or continual violations of HOA, award of Property to Spouse in divorce, death of Veteran who at time of death has no spouse and no legal dependents and no legal descendants,

- (1) Lien Foreclosure or other Loan Default. In the event of a default on the Loan or of any other obligation secured by the Property resulting in an attempt to foreclose a lien on the Property, HAH shall have a Buy-Out Right to buy the property from Veteran. The term "lien" shall encompass any debt which puts the home in jeopardy, including but not limited to: a tax lien, a materialman's lien, a homeowner's association lien, or a mortgage.
- (2) Veteran's Duty to Provide Default Notice. Veteran agrees that upon receiving any notice of intent to accelerate, notice of acceleration, foreclosure notice, or upon the occurrence of an event constituting default under the Loan or any other obligation that may result in the initiation of foreclosure proceedings, **Veteran shall send in writing to HAH, within ten (10) days, a copy of such foreclosure notice and/or a written statement describing the event of default that may result in the initiation of foreclosure proceedings, by certified mail, return receipt requested to the address listed in Section 3.1(1) or a subsequent address provided to the Veteran by HAH (the "Default Notice").** A notice that is not sent in the manner prescribed in the preceding sentence shall not constitute an effective Default Notice.

4.2 Egregious or continued violations of HOA. Veteran and Spouse understand that HAH may be notified by the HOA of any violations attributable to Property occupants. Violations which are committed with conscious indifference and/or willful negligence, or are committed repeatedly, will be reviewed by the HAH Board of Directors. If the HAH Board of Directors determines that the charitable mission of HAH such as its ability to award future housing to veterans then HAH will have the right under this Agreement to exercise its Buy-Out Right.

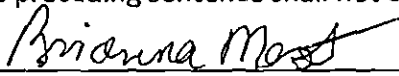
4.3 Award of Property to Spouse in Divorce. In the event that Veteran and Spouse are divorced during the Term of this Agreement and the Property is awarded to Spouse, then HAH will have the right to exercise its Buy-Out Right under this Agreement and purchase the property from Spouse for the amount of Veteran's Original Investment minus any VA Grant that was awarded to the Veteran as part of the original purchase of the Property. In the event a VA Grant is part of the Veteran's Original Investment, and was actually paid toward the cost of the Property, after HAH purchases the Property from Spouse under its Buy-Out Right, HAH will provide a cash grant to the Veteran in the amount of said VA Grant within ninety (90) days of taking title to the Property.



Signature of Spouse

4.4 Spouse and Veteran will each give Notice in event of transfer of Property in Divorce.

Spouse and Veteran each agree that, within thirty (30) days after the effective date of the divorce, or transfer of title to the Property to her name, whichever occurs first, they will each, separately or together, shall send in writing to HAH a notice, by ***certified mail, return receipt requested*** to the address listed in Section 3.1(1) or the published address on the HAH website at www.helpingahero.org, that Spouse is the owner of the Property (the "Spouse's Notice"). A notice that the Spouse is the owner of the Property that is not sent in the manner prescribed in the preceding sentence shall not constitute an effective Spouse's Notice.



Signature of Spouse

4.5 Death of Veteran with no Spouse and no legal dependents and no legal descendants.

If Veteran dies during the Term of this Agreement and is neither married nor has legal dependents nor legal descendants at the time of Veteran's death, the Property may be purchased from Veteran's Estate by HAH according to the Buy-Out Right of this Agreement. HAH's Buy-Out Right will be valid and exercisable for six (6) months from the date notice is given. The Veteran's Estate shall send notice of death to HAH's registered agent within thirty (30) days (the "Death Notice"). The Buy-Out Right Notice shall be deemed exercised, in the event of the death of Veteran, if notice of HAH's intent to exercise the Buy-Out Right under this Agreement is sent to the Estate.

4.6 Notice of intent to exercise Buy-Out Right. Within sixty (60) days of its receipt of the Default Notice (described in 4.1(2) above) or the Spouse's Notice (described in 4.4 above), or notice of Veteran's Death (described in 4.5 above) under the circumstances which trigger the Buy-Out Right, as applicable (the "Buy-Out Right Notice Period"), HAH shall give notice of its intent to exercise its Buy-Out Right. If HAH does not give notice within the Buy-Out Right Notice Period, then upon the expiration of the Buy-Out Right Notice Period, the Buy-Out Right shall be extinguished and shall be null and void as to the event that triggered the Buy-Out Right. Any subsequent defaults, breaches or other events giving rise to a Buy-Out Right under this Section shall be subject to the same Notice requirements and Buy-Out Right described herein.

4.7 Breach by Veteran of this Agreement. In the event Veteran breaches or violates any obligation under this Agreement and such breach or violation is not cured within sixty (60) days (unless subject to other prescribed time period within the Agreement), HAH shall have a Buy-Out Right to buy the Property from Veteran at the sole discretion of the HAH Board of Directors, and will give Notice of intent to exercise its Buy-Out Right within thirty (30) days of making the determination that the un-curable breach of this Agreement has triggered the Buy-Out Right..

4.8 HAH's Charitable Status Threatened. Notwithstanding any other provision of this Agreement, HAH may exercise a Buy-Out Right if, in the reasoned, written, and good faith opinion of independent legal counsel and approval by the HAH Board of Directors, it is determined that breach of this Agreement by Veteran or Spouse, or any illegal uses of the Property will cause HAH to lose its tax-exempt status under Section 501(c)(3) of this Code. HAH must give written notice of its intent to exercise its Buy-Out Right under this Section to Veteran at least sixty (60) days prior to exercising such right ("Buy-Out Right Notice Period"). During the Buy-Out Right Notice Period, HAH and the Veteran will work to resolve the issue(s) that is(are) jeopardizing HAH's charitable status. If HAH and Veteran cannot cure and resolve the issue, then HAH must exercise its Buy-Out Right.

SECTION V--- REPRESENTATIONS AND WARRANTIES

5.1 Contract to Purchase Property. Veteran represents and warrants that he has a valid and binding contract to purchase the Property located at [address]. A copy of the legal description of the Property is attached as Exhibit A. A copy of the contract to purchase the property is attached as Exhibit B.

5.2 Amounts Provided by HAH. Veteran acknowledges that HAH has provided a cash grant and other in kind donations resulting equity in the subject property, which is the consideration for Veteran entering into this Agreement.

5.3 Loan from Lender. Veteran represents and warrants that he has applied for a loan (the "Loan") from his lender, that the non-mortgaged cash or the Loan will be used to purchase the property, and that the residence on the property will be used as the Veteran's principal residence. A copy of the Loan is attached as Exhibit C.

5.4 VA Grants, Closing Costs and Property Taxes. Veteran may or may not be eligible for VA SAH, SHA and/or HISA grants. Veteran is paying closing costs and 2016 property taxes, if any.

5.5 Competency. Each party represents and warrants that he or she is of legal age and is legally competent to execute this Agreement. If the Veterans Administration has determined Veteran to be incompetent, the person with Power of Attorney must sign on his behalf. The Power of Attorney, if any, is attached as Exhibit D. Should the status of Veteran's competency change, parties shall execute an addendum to this contract.

5.6 Reliance on Personal Judgment and Independent Legal Counsel. Each party represents and warrants that (a) he or she has carefully read this Agreement, (b) he or she has been advised of the right to consult with legal counsel of his or her own choosing regarding the meaning and effect of the provisions of this Agreement, (c) he or she has adequate knowledge of his or her legal rights relating to the matters pertaining to this Agreement, (d) he or she adequately understands its contents and is making an informed decision to enter into this Agreement, (e) he or she is not relying upon any fact, promise, or representation

made by any other party or any other party's attorneys other than the expressed agreements, stipulations, representations, and warranties contained in this Agreement, and (f) he or she is relying solely upon his or her own judgment and the advice of his or her own legal counsel, if any, in entering into this Agreement.

5.7 Free Act, Adequate Information. Each party represents and warrants that he or she has been provided sufficient time and opportunity to fully study and investigate the facts relating to this Agreement and is executing this Agreement of his or her own free will. Each party, absent fraud, waives any right to complain concerning insufficient information and further disclosure.

SECTION VI—RELEASE

6.1 Release. Veteran and Spouse unconditionally and with prejudice release, acquit, abandon, waive, and forever discharge HAH, its affiliates, successors and assigns, of and from any and all claims, rights, demands, damages, actions, causes of action, and/or suits in equity of any kind or character whatsoever, without exception or limitation, whether known or unknown, whether previously or subsequently occurring, whether presently existing or which might exist in the future, relating to, arising out of or in any way connected with this Agreement.

SECTION VII—INDEMNIFICATION

7.1 INDEMNIFICATION. IN CONNECTION WITH BENEFITS OFFERED BY HAH TO VETERAN, VETERAN AND SPOUSE HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS HAH AND ITS AFFILIATES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "HAH PARTIES"), AND THE RESPECTIVE CONTROLLING PERSONS, DIRECTORS, OFFICERS, MEMBERS, AGENTS AND EMPLOYEES OF ANY OF THE FOREGOING (COLLECTIVELY THE "INDEMNIFIED PERSONS"), FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDINGS, DAMAGES, LIABILITIES AND EXPENSES INCURRED BY ANY OF THEM (INCLUDING THE REASONABLE FEES AND OUT-OF-POCKET EXPENSES OF COUNSEL), (COLLECTIVELY A "CLAIM"), WHICH ARE (A) RELATED TO OR ARISE OUT OF (I) THIS AGREEMENT, (II) ANY ACTIONS TAKEN OR OMITTED TO BE TAKEN BY HAH, ITS AFFILIATES, SUCCESSORS AND ASSIGNS, PURSUANT TO THIS AGREEMENT, OR (III) ANY ACTIONS TAKEN OR OMITTED TO BE TAKEN BY ANY INDEMNIFIED PERSON IN CONNECTION WITH THE PARTICIPATION IN AND ADMINISTRATION OF THE PROGRAM BY HAH, ITS AFFILIATES, SUCCESSORS AND ASSIGNS, OR (B) OTHERWISE RELATE TO OR ARISE OUT THE ACTIVITIES OF HAH, ITS AFFILIATES, SUCCESSORS AND ASSIGNS, RELATED TO THE PROGRAM, AND THE VETERAN AND SPOUSE SHALL REIMBURSE ANY INDEMNIFIED PERSON FOR ALL EXPENSES (INCLUDING THE REASONABLE FEES AND OUT-OF-POCKET EXPENSES OF COUNSEL) INCURRED BY SUCH INDEMNIFIED PERSON IN CONNECTION WITH INVESTIGATING, PREPARING OR DEFENDING ANY CLAIM, WHETHER OR NOT IN CONNECTION WITH PENDING OR THREATENED LITIGATION IN WHICH ANY INDEMNIFIED PERSON IS A PARTY.

Section VIII—MISCELLANEOUS PROVISIONS

8.1 Binding Effect. Each party represents and warrants that the terms and provisions of this Agreement are valid, fair, and reasonable to him or her, and supported by adequate consideration. This Agreement shall be binding upon and shall inure to the benefit of all of the parties and their respective heirs, executors, administrators, representatives, successors, and assigns.

8.2 Entire Agreement, Amendment. This Agreement embodies the entire and final agreement among the parties with respect to the subject matter of it and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements among the parties. No amendment of or modification, waiver, or consent with respect to any provision of this Agreement shall be effective unless the same is in writing and signed by the party against whom enforcement of the amendment, modification, waiver, or consent is sought.

8.3 Headings. Headings, titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

8.4 Number and Gender. References in this Agreement to the singular or plural shall be deemed to include the other unless the circumstances eliminate such inclusion. References in this Agreement to one gender shall be deemed to include all other genders unless the circumstances eliminate such inclusion.

8.5 Partial Invalidity. If any provision of this Agreement or the application of it to any person or circumstance is held to be illegal, void, invalid, or unenforceable by any court of competent jurisdiction, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law. Furthermore, in lieu of such invalid provision, there shall be automatically added as a part of this Agreement, a provision as similar in terms and effect to the illegal, void, invalid, or unenforceable provision as may be possible and will be legal, valid, and enforceable. The illegality, invalidity, or unenforceability of any provision of this Agreement in a particular jurisdiction shall not alter or diminish the legality, validity, and enforceability of such provision in each other jurisdiction in which it may be legal, valid, or enforceable.

8.6 Interpretation. No provision of this Agreement shall be interpreted in favor of or against either party simply because one party or counsel for one party drafted that particular provision.

8.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and a single instrument. This Agreement shall only be binding when one or more counterparts hereof,

individually or taken together, shall bear the signatures of all of the parties reflected hereon as signatories. For all purposes, a signed facsimile copy of this Agreement shall be treated as an original.

8.8 Choice of Law and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Harris County, TX shall be the exclusive venue for any suit arising out of this Agreement.

8.9 Enforcement. If it becomes necessary to assert any claim to enforce or defend the provisions of this Agreement, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party. The terms of this Agreement shall be enforceable by specific performance, in addition to any other enforcement remedy available at law or in equity.

8.10 Survival. All representations, warranties, covenants, waivers and agreements contained in this Agreement shall survive the Effective Date of this Agreement and the consummation of the transactions contemplated by it.

8.11 Specific Performance. HAH has the right to compel specific performance with respect to its Right of First Refusal and Buy-Out Right under this Agreement.

8.12 Rights of HAH are Assignable. All rights of HAH under this Agreement may be assigned by HAH without consideration to another exempt organization whose mission is similar to HAH, as described in Section 501(c)(3) of the Code.

8.13 Filed in Property Records. A copy of this Agreement, once executed, shall be filed in the real property records of the county in which the Property is located.

8.14 Incorporation of Recitals and Definitions. Both parties acknowledge that the recitals and definitions set forth in Section 1 are true and correct as of the date hereof, form an integral part of this Agreement, and are incorporated into this Agreement.

[THE SIGNATURE PAGES FOLLOW]

Helpingahero.org Home Program Agreement

Signature Page for Veteran

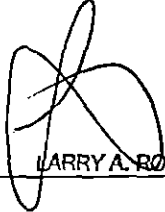


Veteran

THE STATE OF FLORIDA §

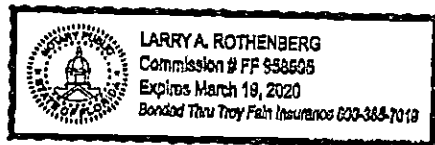
§
COUNTY OF Saint Louis §

This instrument was acknowledged before me on this 8 day of September, 2016 by Brian Mast



LARRY A. ROTHENBERG

Notary Public in and for the State of FLORIDA



My commission expires: _____

Signature Page for

HELPINGAHERO.ORG

HELPINGAHERO.ORG, a Texas non-profit

501 (c)(3) corporation

[Handwritten Signature]

By: SUNIL K. SHARMA

Title: VICE PRESIDENT

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 17th day of September, 2016 by Sunil K. Sharma, in [his/her] capacity as [] of the Board, HelpingaHero.org, a Texas non-profit 501(c)(3) corporation.

[Handwritten Signature]
Notary Public in and for the State of Texas

My commission expires: October 29, 2017

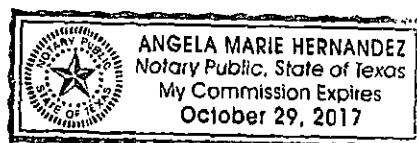


Exhibit A

Legal Description of Property :

Lot 42, RIVERBEND, according to the map or plat thereof as recorded in Plat Book 67, Page 36, Public Records of Saint Lucie County, Florida.

Helpingahero.org Home Program Agreement

Signature Page for Spouse

Brianna Mast

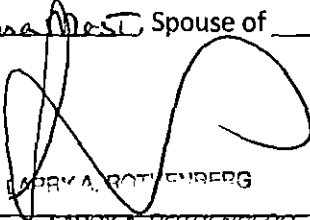
Spouse

THE STATE OF FLORIDA §

§

COUNTY OF Sanibel §

This instrument was acknowledged before me on this 7 day of September, 2016 by Brianna Mast Spouse of Brianna Mast


LARRY A. ROTHENBERG

LARRY A. ROTHENBERG
Notary Public in and for the State of Florida

My commission expires: _____

