

No Snow Guarantee:

During the first year following the Buyer's purchase of the Bald Hill Ranch (the "Ranch"), the Seller shall pay to Buyer of the Ranch the sum of **Two Thousand Five Hundred (\$2,500.00) U.S. Dollars for each day a Snowfall** (as defined herein) occurs resulting in that snow's covering and staying on the surface of at least one-half of the Ranch's 80 acres of real property as of 3:00 o'clock p.m. (central time zone) for that day **SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:**

Snowfall shall mean:

1. Snow falling on the Ranch from an Act of Nature under the then current and naturally existing meteorological conditions; and,
2. The snow's falling from the sky above the Ranch; and,
3. The snow's staying on and covering the surface of at least one-half of the Ranch's 80 acres of real property as of 3:00 o'clock p.m. (central time zone) for that day; and,
4. The snow was neither man made nor machine made, in whole or in part.

Limitations & Conditions of No Snow Guarantee:

1. Seller's total liability to Buyer shall not exceed the sum of One Hundred Thousand (\$100,000.00) U.S. Dollars even should more than forty (40) qualifying snowfalls occur during the time period of said Guarantee.
2. The Guarantee shall commence on the day of the Buyer's purchase of the Ranch and shall terminate 365 days immediately following said purchase.
3. The Guarantee is solely for the benefit of the Buyer who purchases the Ranch from the Seller and is not transferable.
4. Seller shall escrow the sum of One Hundred Thousand (\$100,000.00) U.S. Dollars from the proceeds of the sale of the Ranch to the Buyer in either a licensed bank or title insurance company for the payment of any sums which may become payable to Buyer under this Guarantee.
5. All obligations of Seller under this Guarantee owed unto the Buyer are solely performable in Lufkin, Angelina County, Texas. All rights, duties and obligations arising hereunder shall be construed and interpreted under the laws of the State of Texas.