FILED

JAN 28 2026

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY _____ DEPUTY CLERK

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

UNITED STATES OF AMERICA,

v.

DEVIN WARD ELDER (1),

Defendant.

Case No.

SA-26-CR-38-FB-1

PLEA AGREEMENT
[RULE 11(c)(1)-NON-BINDING]

The United States Attorney for the Western District of Texas, and Defendant, DEVIN WARD Elder, enter into the following plea agreement in this cause, pursuant to Federal Rule of Criminal Procedure 11(c)(1):

Agreement to Plead Guilty:

Defendant agrees to waive presentation of an Indictment to the Grand Jury and to plead guilty to Count One of the Information, which charges Defendant with Wire Fraud, in violation of 18 U.S.C. § 1343.

Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(A), the Government will not seek additional charges against Defendant for the conduct giving rise to the pending charge in this case based on the facts set forth in this agreement.

A true copy of the original, I certify.
Clerk, U.S. District Court
By: _____ Deputy Clerk

Defendant's Initials _____

Penalty:

The offense to which Defendant is pleading guilty carries the following penalty:

Count One: 18 U.S.C. § 1343 - Wire Fraud

Maximum Prison Term	20 years
Mandatory Minimum Prison Term	None
Maximum Term of Supervised Release	3 years
Mandatory Min. Term Sup. Release	None
Maximum Fine	The greater of $250,000 or (if applicable) the greater of twice the gross gain or twice the gross loss. *See* 18 U.S.C. § 3571(d).
Monetary Assessment	$100
Amount of Restitution	As set forth in Defendants Agreement to Pay Restitution
Forfeiture	As set forth below

Any term of imprisonment imposed does not provide for parole. Having discussed the statutory range of punishment with Defendant's attorney, Defendant knows that statutory range and still wants to plead guilty in this case.

Defendant understands that in determining Defendant's sentence, the Court will consider the factors set forth in 18 U.S.C. § 3553(a) and the U.S. Sentencing Guidelines and accompanying policy statements, which are advisory. Because the Sentencing Guidelines are advisory only, Defendant's sentence may lie within, below, or above the Sentencing Guideline range after the Court has considered the § 3553(a) factors. Any estimate of the advisory sentencing range or probable sentence from any source including Defendant's attorney, the attorney for the Government, or the Probation Officer, is merely an estimate and not a prediction or a promise.

Defendant stipulates that no person has promised what sentence Defendant will receive. Defendant knows the Court has authority to impose any sentence up to the maximum statutory penalty. Defendant acknowledges and understands that Defendant will not be permitted to

withdraw the plea of guilty if the Court declines to follow any sentencing recommendations made by any party to this agreement or imposes a sentence greater than Defendant expected. The Government reserves the right to advocate in support of the Court's judgment should this case be presented to an appellate court.

Factual Basis for Plea:

Defendant acknowledges that Defendant's attorney has explained to Defendant all of the elements of each offense to which Defendant is pleading guilty. Defendant understands that if Defendant pleads not guilty, the United States would be required to prove each of these elements to the unanimous satisfaction of a jury beyond a reasonable doubt. By signing this Plea Agreement, Defendant admits that the facts set out in the factual basis below are true and correct:

Introduction

1. From around January 2023 to March 2025, Devin Ward Elder, through his position as the managing member of multiple Limited Liability Companies ("LLC"), fraudulently raised over $69.5 million from approximately 345 investor victims ("victim-investors") that participated in 17 real estate investments. While promoting the investments, Elder made a series of material misrepresentations to victim-investors and later misused investors' funds. Elder's misrepresentations induced investors to invest with him by falsely promising high returns with low risk. For example, Elder misrepresented to victim-investors that he would "co-invest" in the projects, thus giving the victim-investors the false sense that Elder "had skin in the game" and would share the risk with investors. Elder co-mingled investor funds and used those funds to support other unrelated projects not approved by the investors. Elder also made interest payments to investors of one project using investor funds from other projects, without disclosing the nature or source of those payments to the investors.

2. Elder had business and personal bank accounts at Jefferson Bank in San Antonio, Texas, within the Western District of Texas. Elder caused wire transfers of funds including victim-investor funds to and from these accounts, including transmissions in interstate commerce. Elder conducted financial transactions involving proceeds of wire fraud with the intent to promote the investment scheme and to conceal and disguise the nature, location, source, ownership and control of those proceeds.

Overview of the Scheme

3. Elder was the founder and CEO of DJE Texas Management Group, LLC ("DJE") which was formed in March of 2015. DJE was an investment firm based in San Antonio, Texas. DJE employed dozens of people to include a vice president of operations, director of investor relations, human resource manager, controller, marketing manager, accountants, and others.

4. DJE invested in multifamily apartments, industrial flexible workspace ("flex space") units, land projects, commercial building projects, as well as a so-called "Income Fund." 14 of the 17 investments discussed herein acquired a real property, namely, Real Properties 1 through 14. Each Real Property was owned by a separate LLC. Elder raised money from investors who were given a prorated ownership interest in the LLC associated with that specific property in exchange for their investment. These LLCs were created for the limited purpose of purchasing and owning the investment properties. According to records from the Texas Secretary of State, Elder or DJE MGR, LLC was the Managing Member of all the investment LLCs associated with Real Properties 1 through 14. Elder was also the Managing Member of DJE MGR, LLC. Elder controlled all the LLCs.

5. To promote each investment, Elder created a Private Placement Memorandum ("PPM"). A PPM is supposed to be a comprehensive disclosure document used in unregistered

securities offerings, like private placements, to inform investors about the investment opportunity.

6. Elder marketed the projects by uploading promotional sales video presentations on DJE's official website and by posting them on Facebook. Also, Elder utilized the database of existing investors to promote new investment "opportunities, often by email." In the PowerPoint presentations and promotional videos, Elder clearly and repeatedly made material misrepresentations that caused victim-investors to invest their money. By virtue of being on the internet, these communications also traveled in interstate commerce.

7. Between January 2023 and March 2025, the investors received approximately $8.8 million in payments that Elder purported to be "interest" and "principal" payments, however, many of these payments were from other investor's funds, rather than actual investment returns. DJE currently owes over $66 million of principal to victim-investors. At the onset of the investments, Elder promised to pay investors 10 percent annualized interest paid monthly. However, in March 2025, Elder halted interest payments to victim-investors. Around March 2025, Elder notified investors that his businesses were having financial difficulties. Elder notified investors that the projects would not be completed, and they should expect to lose a large portion of their investments.

Real Properties 1 Through 8: The "Flex Space" Projects

8. Real Properties 1 through 8 involved a promotion of flexible workspace "flex space" investment projects. These flex space investment projects involved the purchase of a track of land on which multiple 1,200 square feet units would be built and later leased to small businesses. Each flex space unit consisted of a small office, a restroom and a storage space. Elder promoted the flex space project investments as an "18-month max hold period," meaning

that investors would receive their principal within 18 months, with a 10% annual interest paid monthly plus an additional 1.5% interest when they exited the investment.

9. Elder made multiple misrepresentations and lied to induce investors. For example, Elder stated in promotional PowerPoint presentations that "we will not use any lender on this asset." Elder further represented that "no lender = less risk." Elder also falsely represented that he would invest $23.6 million of his own money into these eight projects. Elder falsely stated that the investment funds would be used solely for the specific project being promoted. The victim-investors relied on these materially false representations. Elder did not disclose to investors that the investment funds would be comingled with the funds of other unrelated investment projects. Knowing this information would have been material to the victim-investors.

10. Between January 2023 and February 2025, Elder raised approximately $28 million from victim-investors for the eight flex space investment projects that acquired Real Properties 1 through 8. There were approximately 280 investors in these eight projects. The amount of the investments from each investor ranged from $25,000 to $1.5 million. Elder did not have the money to invest in these projects as he represented. In fact, Elder did not contribute any of his own money into any the projects, other than $300.00 in Real Property 1.

11. Elder opened individual bank accounts for many of the investment projects. For other projects, Elder used one of two bank accounts in the name of Eventide Land Holdings, LLC ("ELH"). As requested by Elder, investors wired their investment funds directly into a bank account opened for the specific project or into one of the ELH bank accounts. After the investment funds were wired into the respective bank accounts, Elder would transfer those funds to an account named DJE Equity 01, LLC ("DJE Equity") without the consent or knowledge of the investors. Prior to the purchase of real estate, Elder often transferred the purchasing funds

out of the DJE Equity bank account into an account associated with the specific investment to then be wired to the title company. These transfers would conceal from the title company and others the source and ownership of the funds used to purchase Real Properties 1 through 8.

12. Elder was the sole signatory on all the relevant bank accounts, including the DJE Equity account. Elder used the comingled funds in the DJE Equity bank account to make interest payments to investors of other unrelated projects, all unbeknownst to the victim-investors. Elder also paid business expenses from the pooled funds in the DJE Equity bank account. Elder did not allow the accountants to view or reconcile the DJE Equity bank account, even though they had access to view and reconcile other business accounts. In essence, Elder used the DJE Equity bank account to conceal and disguise the nature, location, source, ownership, and control of the proceeds contained therein.

13. The bank records from April and June 2023 associated with Real Property 2, also known as the "Culebra Business Park Venture" show that 49 investors wired $5 million into a Jefferson Bank account named Culebra Business Park Venture. Elder transferred $4.95 million of investor funds from the Culebra Business Park Venture account to the DJE Equity bank account. On May 22, 2023, Elder transferred back $1,090,000 from DJE Equity bank account to Culebra Business Park Venture bank account. On May 23, 2023, Elder wired $1,134,894.56 from the Culebra Business Park Venture bank account to Alamo Title Company for the purchase of Real Property 2. Elder used the remaining investor funds (approximately $3.8 million) to support other unrelated projects. Furthermore, Elder initially promised investors that he would invest $2.6 million of his own money into this project. Elder never invested any of his own money into this project. Victim-investors relied on this material misrepresentation. The bank records for the other seven flex property investments show that Elder engaged in the same or

similar series of transactions to execute Elder's scheme.

14. After acquiring Real Properties 2 through 8, Elder did very little to develop the properties. As for Real Property 1, several flex units were completed, however, the victim-investors were not paid as promised. In June 2024, Elder obtained a $4,945,394 construction loan from Security State Bank and used Real Property 1 as collateral, contrary to what he represented to investors. Investors had relied upon Elder's misrepresentation that the properties would not be encumbered with bank loans when they decided to invest.

15. The PowerPoint presentations and promotional videos of each of the eight projects clearly contained Elder's misrepresentations. Specifically, Elder misrepresented to investors that (1) their investment funds would be used solely for the project they were investing in; (2) Elder would invest his own money in the project, thus giving the appearance that Elder was sharing the risk; and (3) no bank or other loans would encumber the real estate involved in the investment. Elder made at least two of the above misrepresentations in all eight of the flex space projects that acquired Real Properties 1 through 8.

16. Victim-investors stated that they would not have invested in the flex space projects had they known:

a. Elder would not be investing his own money;

b. Elder would use the investment funds to repay investors in other projects or to otherwise support the operations of other unrelated projects; and/or

c. Elder would encumber the properties with bank loans.

Real Properties 9 Through 12: The Land Projects

17. In addition to the flex space investments, Elder promoted ranch land investment projects. The purported strategy of these investments, as Elder set out in promotional PowerPoint presentations, was to "buy large tracts of land close to major Texas cities at a low

price per acre, then market smaller tracts of property to a larger buyer pool at a higher price per acre." Each of these projects involved the purchase of between 11 to 500 acres of land.

18. Elder raised between $1.4 million to $3.65 million for each of the four land projects that acquired Real Properties 9 through 12. In total, Elder received approximately $11 million from 143 victim-investors in these four land projects. The investment lock-up time was advertised as a "12 or 18-month max hold period," meaning that the investors would be paid back after 12 or 18 months and investors would earn 10% annual interest paid monthly.

19. Elder falsely represented to investors that these land deals were "cash deals" with "no lenders" involved. Further, Elder falsely represented that he would invest between $250,000 to $350,000 of his own money into each of the projects, making a total investment of $1.2 million in all four projects.

20. The victim-investors involved in all four land projects were directed to wire their funds into an ELH bank account, and relying on those false representations did so. Shortly after the deposits, Elder transferred the victim-investors' funds from the ELH bank account to the DJE Equity bank account and other accounts Elder controlled. Elder used comingled investor funds to acquire Real Properties 9 through 12. Also, Elder used the victim-investor funds to support the objectives of other unrelated projects.

21. Regarding Real Property 9, also known as the "11 Kendall Venture," 34 victim-investors wired $2.74 million into the ELH account at Jefferson Bank. Elder then transferred $2.63 million of victim-investor funds from the ELH account into the DJE Equity bank account. On September 1, 2023, EDLER wired $2,626,448.35 to the Kendall County Abstract Company for the purchase of Real Property 9. On February 27, 2024, Elder took out a $1,855,000 loan from Jefferson Bank using Real Property 9 as collateral. Elder then transferred the proceeds of

the loan to DJE Equity's bank account, from which he paid down a $900,000 business line of credit from an unrelated project. Elder used the remaining loan proceeds to support other unrelated projects, including to make payments to other victim-investors.

22. Additionally, Elder initially promised victim-investors that he would invest $300,000 of his own money into this project, a promise upon which the victim-investors relied. However, Elder never invested any of his own money into this project.

23. Regarding the other three land investments, Elder engaged in the same or similar series of transactions to execute his scheme. For example, in direct contradiction to what Elder represented to the victim-investors, Elder obtained loans using Real Property 11 (500 Atascosa Venture) and Real Property 12 (453 Bee Venture) as collateral. Elder used these loan proceeds to support other unrelated projects. Regarding Real Property 10 (160 Atascosa Venture), contrary to what he represented to the victim-investors upon which they relied, Elder did not invest $250,000 of his own money.

24. Victim-investors stated that they would not have invested had they known:

a. Elder would not invest his own money in these projects;

b. Elder would use their investment funds to pay other investors and/or to further the operations of other unrelated projects; and/or

c. Elder would encumber the properties with bank loans.

Real Property 13: 345 Commerce Venture, LLC

25. Elder raised funds to purchase a commercial building located on Commerce Steet in downtown San Antonio, Texas. The property was a two-story, 10,500 square feet, mixed use retail and office building. Elder promised to purchase the building and renovate the offices and retail space.

26. Elder falsely told victim-investors that he would raise $1.2 million; his company, DJE, would co-invest $1.64 million; and the combined $2.84 million would be used to purchase the building and make capital improvements. Elder falsely claimed that after the improvements and renovations were completed, the building would be leased to tenants. Elder falsely told victim-investors that they would receive a 10% annualized interest paid monthly and an extra 2% when victim-investors exited the project. Moreover, Elder falsely represented in promotional presentations that the victim-investors would have a "first-lien position" in the building. Elder stated that the investment lock-up period would be a maximum of 24 months. Thereafter, Elder stated that the building would be leveraged by a bank loan and the victim-investors would receive their principal from the loan proceeds plus an additional 2%.

27. Between August 30 and September 7, 2023, 16 investors wired $1.2 million into a Jefferson Bank account named "345 Commerce Venture." Between September 5 and 8, 2023, Elder transferred $1.2 million from the 345 Commerce Venture bank account to the DJE Equity bank account. On September 15, 2023, Elder transferred $1,487,000 from the DJE Equity bank account back to the 345 Commerce Venture bank account in an attempt to conceal the source of those proceeds. On September 15, 2023, Elder wired $1,486,980.53 from the 345 Commerce Venture bank account to Envision Title Company for the purchase of Real Property 13.

28. Contrary to what Elder told victim-investors, and upon which they relied, on March 20, 2024, Elder received a $1,828,313 loan from First Citizens Bank using Real Property 13 as collateral. First Citizens Bank had a first-lien position on the property, not the victim-investors. On April 3, 2024, Elder withdrew $990,000 from the loan proceeds and deposited that amount into the DJE Equity Bank account. Subsequently, Elder used those loan proceeds to pay expenses associated with three other unrelated projects, including to pay other victim-investors.

29. While promoting this investment, Elder falsely represented in PowerPoint and video presentations that DJE would invest $1,640,000 in the project. DJE never invested $1,640,000 into the project. Moreover, after the purchase of Real Property 13, Elder did very little to improve the building.

30. Victim-investors stated they would not have invested had they known:

a. Elder would not invest his own money in these projects;

b. Elder would use their investment funds to pay other investors and/or to further the operations of other unrelated projects; and/or

c. Elder would encumber the properties with bank loans, and they would not have a "first-lien position".

Real Property 14: 214 Gonzales Venture

31. 214 Gonzales Venture (214 Gonzales) was another ranch land investment project. The purported strategy of this investment, as Elder set out in promotional PowerPoint presentations, was to "buy large tracts of land close to major Texas cities at a low price per acre, then market smaller tracts of property to a larger buyer pool at a higher price per acre." 214 Gonzales involved the purchase of 214 acres of land. Elder raised $1.75 million from 14 victim-investors. The investment lock-up time was advertised as a "12 month max hold period," meaning that the investors would be paid back after 12 months and investors would earn 10% annual interest paid monthly. Elder falsely represented that he would invest $200,000 of his own money in the project. The victim-investors involved in the land project were directed to wire their funds to an ELH bank account, and relying on those false representations they did so. Shortly after the deposits, Elder transferred the victim-investors' funds from the ELH bank account to the DJE Equity bank account. On April 16, 2024, Elder transferred $1,696,835.03 of comingled funds from DJE Equity's bank account to an ELH bank account. On April 16, 2024,

ELH bank account wired $1,696,835.03 to Capital Title of Texas for the purchase of 214 Gonzales. Elder sold the 214 acres in smaller tracks of land but did not payback the victim-investors as he promised he would.

32. Victim-investors stated that they would not have invested had they known:

a. Elder would not invest his own money in this project;

b. Elder would not pay them back as promised.

Bluemel Business Park LLC : A "Flex Space" Project

33. Bluemel Business Park, LLC (Bluemel) was a flex space investment project, which, like the other flex-space projects, involved the purchase of a track of land on which multiple 1,250 square feet units would be built and later leased to small businesses. Each flex space unit would consist of a small office, a restroom and a storage space. Elder promoted the flex space project investment as an "18-month max hold period," with a 10% annual interest paid monthly plus an additional 1.5% interest when they exited the investment. Elder also falsely stated in promotional PowerPoint presentations that "we will not use any lender on this asset." Elder falsely represented that he would invest $3.4 million of his own money in this project. Elder falsely stated that the investment funds would be used solely for the specific project being promoted.

34. The victim-investors relied on these materially false representations. Elder did not disclose to investors that the investment funds would be comingled with the funds of other unrelated investment projects. Knowing this information would have been material to the victim-investors.

35. Between May 2023 and July 2024, Elder raised approximately $3 million from victim-investors for the Bluemel flex space investment project. There were approximately 27 investors in the Bluemel project. The amount of the investments from each investor ranged from

$25,000 to $500,000. Elder did not have the money to invest in this project as he represented. In fact, Elder did not contribute any of his own money to the Bluemel project.

36. As requested by Elder, investors wired their investment funds directly into the ELH bank account. After the investment funds were wired to the bank account, Elder transferred those funds to DJE Equity without the consent or knowledge of the investors. Unlike Real Property 1 through 13, Elder never purchased the land to build the flex space.

37. The PowerPoint presentation and promotional video for Bluemel contained Elder's misrepresentations. Elder misrepresented to investors that (1) their investment funds would be used solely for the project they were investing in; (2) Elder would invest his own money in the project, thus giving the appearance that Elder was sharing the risk; and (3) Elder would purchase the track of land to build out the flex project. Elder did not use investment funds to purchase the land but instead used the funds for other projects and Elder did not invest his own money in the project as he represented he would.

38. Victim-investors would not have invested in the flex space project had they known:

a. Elder would not be investing his own money;

b. Elder would use the investment funds to repay investors in other projects or to otherwise support the operations of other unrelated projects; and/or;

c. Elder would not actually purchase the property.

Travis 2026 LLC

32. Elder raised funds to support operating costs on a commercial building already owned by Elder located at 405 St. Mary's Street in downtown San Antonio, Texas. The property was a multi-story, 72,000 square feet, mixed use retail and multi-family living building. Elder told victim-investors that he would raise $4 million that would be used to maintain the building

before refinancing. Elder told victim-investors that they would receive a 7% annualized interest paid monthly and an extra 14% when victim-investors exited the project. Moreover, Elder falsely represented in promotional presentations that the victim-investors would be investing in a "low leverage, high yield investment" and that the debt on the building was $12 million, a current value of $23.8 million, and an equity cushion of $7.8 million. Elder stated that the investment lock-up period would be a maximum of 24 months. Thereafter, Elder stated that the building would be leveraged by a bank loan and the victim-investors would receive their principal from the loan proceeds plus an additional 14%.

33. Elder raised approximately $4.1 million from 46 investors.

34. Contrary to what Elder told victim-investors, and upon which they relied, Travis 2026's financial records show that Elder had multiple loans on the building to exceed $31 million.

35. Victim-investors stated they would not have invested had they known:

a. That the Travis Building had loans more than $12 million and no equity cushion.

DJE Income Fund I

36. Elder started advertising to raise funds for the DJE Income Fund I ("DJE Income Fund") in or around January 2023. Elder marketed the fund as a "diversified fund of CRE (commercial real estate) assets owned and managed by DJE" that provided monthly distributions of 10% with liquidity options. DJE Income Fund was run like a mutual fund where Elder used the funds raised to invest in other properties. Elder represented DJE Income Fund to have an ownership in land notes, multifamily properties, land, industrial flex space, and single-family rental investments, including the other DJE projects described above, providing a "predictable 10% annualized return for investors."

37. Elder's marketing for the DJE Income Fund falsely stated that 20% of the fund would be maintained in cash reserves and 80% would be invested "in land, multifamily, industrial, single family, and performing notes."

38. Elder's marketing materials falsely stated that the multifamily investments "provides a strong income stream to investors in the Income Fund." The multifamily properties did not provide any income stream to the DJE Income Fund.

39. Elder's marketing materials falsely stated that "Land purchases include an interest reserve escrow at closing to ensure consistent distributions to investors in the Fund,". The alleged escrow account for the land deals was actually used for the interest payments to the investors in the land deals. Elder did not set aside extra funds for loans from the Income Fund

40. Elder's marketing materials falsely stated that "the Fund will take conservative positions in a select portfolio of over $8 million of existing Texas land notes which are cash flowing" and that "DJE holds the mortgages on these notes and collects the interest and principal payments. These notes are at 8-10%." The Income Fund's funds did not go to land notes and there was little to no revenue generated to the Income Funds for supposedly investing in the notes. These notes could not generate the represented income for the Income Fund for the following reasons. First, the notes only produced 8-10% interest and the Income Fund promised a 10% return. Second, the notes were collateral for a $5 million line of credit from Texas Partners Bank at a 7.25% interest rate. Accordingly, these notes were not able to generate a 10% return to investors when they had to cover the bank line of credit.

41. Elder misrepresented to investors that the Income Fund had invested in 7 of the industrial parks, his Port Aransas beach house, single family homes, his office building, and multiple other projects. The investor money was instead used to support Elder's failing business

and repay investor interest in the Income Fund and in other projects. Elder also offered investors an extra percent on their investment to roll over their investment in projects that were being paid into the Income Fund. This was just a paper transaction from those projects as funds did not get moved into the Income Fund's bank account. Elder raised over $7.5 million in cash and rolled over $12.5 million from other projects into DJE Income Fund, all while knowing that the Income Fund could not produce the returns he had promised and that he had lied to induce investors.

The Charged Execution of the Scheme

Specifically, as charged in the Information, on or about February 21, 2024, in the Western District of Texas and elsewhere, Elder, for the purpose of executing the scheme described above, caused $600,000 of the victim identified herein solely as J.G.'s investment funds, which Elder obtained by making knowingly false misrepresentations related to a DJE project, to be transmitted by means of wire communication signals and sounds in interstate commerce, specifically a wire transfer from Ally Bank located in Sandy, Utah, to Jefferson Bank located in San Antonio, Texas.

Defendant's Waiver of Statutory and Constitutional Rights:

Defendant understands and acknowledges that by pleading guilty, Defendant is waiving the following constitutional and statutory rights:

(1) The right to plead not guilty and persist in that plea.

(2) The right to a speedy and public jury trial.

(3) The right to assistance of counsel at that trial and in any subsequent appeal of that trial.

(4) The right to remain silent at trial.

(5) The right to testify at trial.

(6) The right to confront and cross-examine government witnesses.

(7) The right to present evidence and witnesses on his own behalf.

(8) The right to compulsory process of the court.

(9) The right to be presumed innocent.

(10) The right to a unanimous guilty verdict.

(11) The right to appeal a guilty verdict.

In addition to giving up the rights described above, Defendant agrees to give up and waive the following:

Pretrial Motions: Defendant understands that Defendant could raise issues and challenges by pretrial motion, including motions to suppress evidence and to dismiss the charges. By entering into this agreement and pleading guilty, Defendant agrees to give up all claims Defendant has made or might have made by pretrial motion and to the dismissal of any currently pending motions.

Discovery: Defendant agrees to waive any claims Defendant may have now or may acquire later to any information possessed by the prosecution team that might be subject to disclosure under discovery rules, including but not limited to the Federal Rules of Criminal Procedure; the *Jencks* Act; local court rules and court orders. Defendant waives any continuing discovery request and any additional discovery. Defendant also waives all rights to request from any federal department or agency any records pertaining to the investigation or prosecution of this case, including but not limited to any records that may be sought under the Freedom of Information Act (5 U.S.C. § 552) or the Privacy Act (5 U.S.C. § 552a).

Legal Fees and Expenses: Defendant stipulates that Defendant is not entitled to and shall not seek from the United States any attorney fees or other litigation expenses Defendant has incurred or will incur in connection with this prosecution.

Defendant further stipulates and agrees that by reason of the dismissal of, or the Government's agreement to forbear filing or pursuing, certain criminal charges as part of this plea agreement, Defendant is not a "prevailing party" for the purpose of seeking attorney's fees and other litigation expenses under the Hyde Amendment, Pub. L. 105-1119, § 617, 111 Stat. 2440, 2519 (1997), reprinted in 18 U.S.C. app. § 3006A (Supp. III 1997). Defendant further agrees that as a term of this plea agreement, Defendant hereby waives any and all claims against the United States for attorney's fees and other litigation expenses under said law.

Defendant's Waiver of Right to Appeal or Challenge Sentence:

In exchange for the concessions made by the United States in this agreement, Defendant voluntarily and knowingly waives the right to appeal the conviction or sentence on any ground, including any challenge to the constitutionality of the statute of conviction; any claim that Defendant's conduct did not fall within the scope of the statute of conviction; any challenges to the determination of any period of confinement, monetary penalty or obligation, restitution order or amount, term of supervision and conditions; and any other claim based on rights conferred by 18 U.S.C. § 3742 or 28 U.S.C. § 1291.

Defendant, knowing that the sentence has not yet been determined by the Court, waives the right to challenge the sentence imposed, including restitution. Defendant cannot challenge the sentence imposed by the District Court even if it differs substantially from any sentencing range estimated by Defendant's attorney, the attorney for the Government, or the Probation Officer.

Defendant also voluntarily and knowingly waives any right to contest the conviction or sentence (or the manner in which the sentence was determined) in any post-conviction proceeding, including any proceeding under 28 U.S.C. § 2255, 28 U.S.C. § 2241, or any other provision of law. Consistent with principles of professional responsibility imposed on Defendant's counsel and counsel for the Government, nothing in this agreement precludes Defendant from raising a claim

of ineffective assistance of counsel or prosecutorial misconduct of constitutional dimension in an appropriate forum.

Defendant agrees that the United States preserves all rights set forth in 18 U.S.C. § 3742(b).

If Congress or the U.S. Sentencing Commission amends the Sentencing Guidelines to lower the guideline range that applies to Defendant's offenses and explicitly makes that amendment retroactive, the government agrees not to assert this waiver as a bar to Defendant filing a motion under 18 U.S.C. § 3582(c)(2) in district court. However, if Defendant files such a motion, the government reserves the right to oppose that motion and to assert this waiver as a bar to Defendant appealing the district court's decision on that motion.

Advice of Counsel:

Defendant acknowledges reviewing with Defendant's counsel the merits of the charges and possible defenses that Defendant may have; the advantages and disadvantages of pleading guilty; the terms and meaning of the plea agreement; and the consequences of pleading guilty. Defendant has discussed with Defendant's attorney the punishments and consequences of pleading guilty, understands that not all of the consequences can be predicted or foreseen, and still wants to plead guilty in this case.

Defendant understands that, if convicted, a defendant who is not a United States citizen may be deported and removed from the United States, denied citizenship, and denied admission to the United States in the future. Defendant understands that, if convicted, a defendant who is a naturalized United States citizen may be denaturalized, denied citizenship, deported and removed from the United States, and denied admission to the United States in the future.

Sentencing Agreement RULE 11(c)(1)(B):

In exchange for Defendant's agreement to plead guilty as set forth above, the United States Attorney for the Western District of Texas agrees to the following:

Acceptance of Responsibility: The Government will not oppose Defendant's receiving the maximum applicable downward adjustment for acceptance of responsibility under guidelines Section 3E1.1, so long as Defendant, prior to sentencing, refrains from engaging in any conduct that may demonstrate a lack of acceptance of responsibility, including, but not limited to: violating any condition of release, engaging in obstruction of justice, and providing false or misleading statements or information to the Court, U.S. Probation Office, U.S. Pretrial Services Office, U.S. Attorney's Office, or any law enforcement entity. The parties agree that Defendant will not qualify for a decrease of the offense level under guidelines Section 3E1.1(a) or (b) if Defendant (1) engages in any conduct that may support an upward adjustment under guidelines Section 3C1.1, Obstruction of Justice; (2) violates any terms or conditions of pretrial release; (3) provides false or misleading statements to the Court, the Probation Office, the Pretrial Services Office, the U.S. Attorney's Office or any law enforcement entity; or (4) does not voluntarily assist the United States in the recovery of the fruits and instrumentalities of any offense, the forfeiture of assets, and the identification of and recovery of assets to pay restitution as contemplated by the terms of this Plea Agreement.

Collection of Financial Obligations:

To facilitate the collection of financial obligations the Court imposes:

(1) The Defendant agrees to the appointment of Daniel Kubinski as prejudgment receiver pursuant to 28 U.S.C. § 3103 to sell the properties identified in the forfeiture section below, as well as real property located at 717 Sunrise Avenue in Port Aransas, Texas 78373

and to collect the promissory notes held by ELF. Defendant agrees to truthfully complete a financial statement form if one is provided by the United States Attorney's Office. Defendant shall date and sign the form under penalty of perjury to certify that Defendant's financial statement fully and completely discloses Defendant's financial condition, including all assets owned or held directly or indirectly, individually or jointly, or in which Defendant has any legal interest, regardless of title, including any interest held or owned under any other name, trusts, and business entities.

(2) Defendant shall provide the fully executed financial statement along with all supporting documents within 30 days of Defendant being provided the form. Defendant shall then notify the United States Attorney's Office and update the financial statement regarding any material change in Defendant's economic circumstances within 10 days of any event changing Defendant's financial condition or upon request of the United States Attorney's Office. The United States Attorney's Office may request, and Defendant must provide, updated information for as long as Defendant remains under the terms and conditions of any sentence imposed including periods of incarceration and supervision.

(3) Defendant authorizes the United States Attorney's Office to inspect and copy all financial documents and information provided by Defendant to the United States Probation Office or the Courts.

(4) Defendant understands and agrees that Defendant's financial statement will be used for the collection of any monetary obligations ordered by the Court and for the identification of any property subject to forfeiture.

(5) The parties agree that Defendant's failure to timely and accurately complete a financial statement may, in addition to any other penalty or remedy authorized by law, also constitute failure to accept responsibility under Section 3E1.1 of the guidelines.

(6) Defendant consents to the United States checking with any credit bureau regarding Defendant's financial condition and further agrees to submit for examination upon demand, including by sworn deposition in the United States Attorney's Office if requested.

(7) Defendant represents that Defendant has made no transfer of assets in contemplation of this prosecution for the purpose of evading or defeating financial obligations created by the Agreement or that may be imposed by the Court. In addition, Defendant promises that Defendant will make no such transfers in the future.

Defendant's Agreement to Forfeiture:

As part of this Plea Agreement, the Defendant expressly agrees to immediately and voluntarily forfeit to the United States all right, title, and interest in the following property (or the proceeds as may be applicable) which were listed in the Notice of United States of America's Demand for Forfeiture within the Information returned against the Defendant, namely:

Real Property:

1. Real Property located and situated at 9342 Southeast Loop 410, San Antonio, TX Bexar County, Texas, with all buildings, appurtenances, and improvements thereon and any and all surface and sub-surface rights, title, and interests, if any, and being more fully described as follows:

   Being a 5.048 acre tract of land lying in New City Block 10915, San Antonio, Bexar County, Texas, said 5.048 acre tract being a portion of Lot 6, Block 3 of the SAWPM IA Subdivision recorded in Volume 9684. Pages 186-187, Deed and Plat Records of Bexar County, Texas, also, being a portion of Lot B as described in a Memorandum of Recording, recorded in Volume 16833, Page 387, Official Public Records of Bexar County, Texas; said 5.048 acre tract being more particularly described as follows:

BEGINNING: at a 1/2" iron rod set with plastic cap stamped "MMES RPLS 6490" in the south right- of-way line of Loop 410 Access Road and in the northwest line of the aforementioned Lot 6, for the northwest corner of the aforementioned Lot B and the northwest corner of the herein described 5.048 acre tract;

THENCE: along the south right-of-way line of the aforementioned Loop 410 right-of-way and the north lines of the aforementioned Lot 6 and Lot B the following three (3) courses and distances:

N71°06'54"E, a distance of 232.41 feet (Record - N71°07'08"E-232.37') to a Texas Department of Transportation concrete right-of-way monument found with brass disk for an angle point, N77°18'17"E, a distance of 609.74 feet (Record - N77°16'51"E-609.68') to a Texas Department of Transportation concrete right-of-way monument found with brass disk for an angle point, and S68°51'18"E, a distance of 175.06 feet (Record - S68°44'22"E-175.27') to a Texas Department of Transportation of Transportation concrete right-of-way monument found with brass disk for a south corner of the aforementioned Loop 410 right-of-way, an interior corner of said Lot 6, an interior corner of said Lot B, the west corner of a concurrently described 0.917 acre tract of land, and the northeast corner of the herein described 5.048 acre tract;

THENCE: leaving the south right-of-way line of the aforementioned Loop 410 Access Road and the north line of the aforementioned Lot 6 and Lot B, along the west lines of the aforementioned 0.917 acre tract, S39°22'31"E, a distance of 62.24 feet to a point for an angle point, and S07°29'17"E, a distance of 120.14 feet to a point in a south line of said Lot B for the southwest corner of said 0.917 acre tract and the southeast corner of the herein described 5.048 acre tract;

THENCE: along the south lines of the aforementioned Lot B the following three (3) courses and distances:

S81°15'52"W, a distance of 39.49 feet (Record - S81°15'57"W) to a MAG nail set with washer stamped "MMES RPLS 6490" for an angle point, S84°07'37"W, a distance of 525.37 feet (Record - S84°07'42"W-525.25') to a MAG nail set with washer stamped "MMES RPLS 6490" for an angle point, and S73°33'57"W, a distance of 420.32 feet (Record - S73°34'02"W-420.32') to a MAG nail set with washer stamped "MMES RPLS 6490" for the southwest corner of said Lot B and the southwest corner of the herein described 5.048 acre tract;

THENCE: along the west line of the aforementioned Lot B, N18°52'57"W, a distance of 211.19 feet (Record - N18°52'52"W-211.14') to the PLACE OF BEGINNING and containing 5.048 acres of land;

2. Real Property located and situated at 4335 Culebra San Antonio, TX 78228, with all buildings, appurtenances, and improvements thereon and any and all surface and sub-surface rights, title, and interests, if any, and being more fully described as follows:

   Lot 22, Block 1, NCB 13598, ELITE CULEBRA SUBDIVISION, a subdivision in the City of San Antonio, Bexar County, Texas, as shown on the plat recorded in Volume 20002, Page 1046, Plat Records of Bexar County, Texas;

3. Real Property located and situated at A-383, Sur-114 V Micheli, 5 acres, Comal County, Texas FM 2252 Garden Ridge, TX 78266, with all buildings, appurtenances, and improvements thereon and any and all surface and sub-surface rights, title, and interests, if any, and being more fully described as follows:

   Being 5.000 acres of land, more or less, situated in the Vincente Micheli Survey No. 114, Abstract 383, Comal County, Texas, and being that same tract described in the Warranty Deed recorded in Volume 644, Page 350, Official Public Records, Comal County, Texas; said 5.000 acres being more particularly described by metes and bounds as follows:

   BEGINNING at a 1/2-inch iron rod found for the South corner of this 5.000 acres, same being on the northwest Right-of-Way of F.M. 2252 and the southeast corner of the Smith Legacy Investments, LLC, 5.000 acres (Document No. 202106056831), same also being the **POINT OF BEGINNING;**

   THENCE along the line common to this 5.000 acres and said Smith 5.000 acres, North 30 degrees 29 minutes 18 seconds West (called North 29 degrees 41 minutes 54 seconds West), a distance of 538.17 feet to a point for the northwest corner of this 5.000 acres, from which a 2-inch metal fence post bears South 20 degrees 26 minutes 22 seconds, West, a distance of 0.23 feet, said point also being an interior corner of the P2 Partners, LTD., 14.882 acres (Document No. 200306034900);

   THENCE along the line common to this 5.000 acres and said P2 Partners 14.882 acres, North 59 degrees 32 minutes 09 seconds East (called North 60 degrees 18 minutes 06 seconds East), a distance of 399.77 feet (called 399.78 feet) to a 1/2-inch iron rod capped WALS set for the North corner of this 5.000 acres, same being the East corner of said P2 Partners 14.882 acres and on the southwest boundary line of Lot 4, Block 1, O'Haver Plumbing Subdivision (Volume 13, Page 10);

THENCE along the line common to this 5.000 acres and said Lot 4, South 30 degrees 29 minutes 18 seconds East (called South 29 degrees 41 minutes 54 seconds East), a distance of 551.43 feet to 1/2-inch iron rod capped WALS set for the southeast corner of this 5.000 acres, same being the South corner of said Lot 4 and on the northwest Right-of-Way of said F.M. 2252;

THENCE with the northwest Right-of-Way of said F.M. 2252, South 61 degrees 26 minutes 08 seconds West (called South 62 degrees 12 minutes 05 seconds West), a distance of 400.00 feet to the **POINT OF BEGINNING** and containing 5.000 acres of land, more or less;

4. Real Property located and situated at NCB 11264, Block 4, Lots 19, 20, E 50 Ft of 21 & P-100, Bexar County, Texas 3700 Pitluk Ave, San Antonio, TX 78211, with all buildings, appurtenances, and improvements thereon and any and all surface and sub-surface rights, title, and interests, if any, and being more fully described as follows:

   Lots 19, 20 and the East 50 feet of Lot 21 and a 30 foot Road Easement between Lots 19 and 20, Block 4, New City Block 11264, MOUNT VERNON HOMESITE ADDITION, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 368, Page 169, Deed and PlatRecords of Bexar County Texas, said 30 foot Road Easement was conveyed by the City of San Antonio by a Quit Claim Deed filed November 1, 1985 in Volume 3549, Page 1201, Real Property Records of Bexar County, Texas;

5. Real Property located and situated at 10590 North Loop 1604 West, and/or 10590 West Loop 1604 N, San Antonio, TX 78250 being 3.5131 acres of land, more or less, out of the Joseph Braden Survey No. 302, abstract no. 71 Bexar County, Texas, with all buildings, appurtenances, and improvements thereon and any and all surface and sub-surface rights, title, and interests, if any, and being more fully described as follows:

   Being 3.531 acres of land, more or less, out of the Joseph Braden Survey No. 302, Abstract 71, Bexar County, Texas, and consisting of Tracts 1, 2, and 3, described in General Warranty Deed with Vendor's Lien recorded in Volume 6706, Page 200, Official Public Records of Bexar County, Texas; said 3.531 acres being more particularly described by metes and bounds as follows:

   BEGINNING at a TXDOT Monument found for the southwest corner of this 3.531 acres, same being the lower northwest corner of Lot 2, Block 13, New City Block 19069, Noyes Enterprises (Volume 9654, Page 8) and on the southeast Right-of-Way of West Loop 1604 North, same also being the POINT OF BEGINNING;

   THENCE along the southeast Right-of-Way of said West Loop 1604 North,

North 42 degrees 08 minutes 47 seconds East (called North 42 degrees 24 minutes 24 seconds East), at a distance of 32.85 feet pass a TXDOT Monument found 0.34 feet to the left, and continuing for a total distance of 376.98 feet (called 376.87 feet) to an "X" found for the northwest corner of this 3.531 acres, same being the southwest corner of Lot 1, Block 1, New City Block 19069, Addersley Subdivision (Volume 9597, Page 94);

THENCE along the line common to this 3.531 acres and said Lot 1, South 65 degrees 57 minutes 30 seconds East (called South 65 degrees 46 minutes 57 seconds East), at a distance of 345.59 feet pass a 1/2-inch iron rod found 0.15 feet to the left for the southeast corner of said Lot 1, same being an exterior corner of Lot 2, Addersley Subdivision, and continuing for a total distance of 379.58 feet (called 379.60 feet) to a 1/2-inch iron rod found for an interior corner of this 3.531 acres;

THENCE along the line common to this 3.531 acres and said Lot 2, Addersley Subdivision, South 66 degrees 00 minutes 03 seconds East (called South 65 degrees 48 minutes 29 seconds East), a distance of 234.95 feet (called 235.07 feet) to a 1/2-inch iron rod found for the northeast corner of this 3.531 acres, same being the southeast corner of said Lot 2, Addersley and on the West line of Lot 18, Braun's Farm Unit 3 (Volume 9511, Page 217);

THENCE along the line common to this 3.531 acres and said Lot 18, South 23 degrees 41 minutes 06 seconds West (called South 23 degrees 51 minutes 31 seconds West), a distance of 227.70 feet (called 213.91 feet) to a 1/2-inch iron rod found for the southeast corner of this 3.531 acres, same being the southwest corner of Lot 14 and the northwest corner of Lot 13 of said Braum's Farm Unit 3, same also being the northeast corner of the aforesaid Lot 2, Noyes Enterprises;

THENCE along the lines common to this 3.531 acres and said Lot 2, Noyes Enterprises, the following courses and distances:

North 59 degrees 40 minutes 46 seconds West, a distance of 475.57 feet to a 2-inch metal fence post found for an interior corner of this 3.531 acres, same being the upper northwest corner of said Lot 2, Noyes Enterprises;

South 63 degrees 05 minutes 25 seconds West (called South 63 degrees 13 minutes 15 seconds West), a distance of 180.87 feet to a point for an exterior corner of this 3.531 acres;

South 67 degrees 08 minutes 56 seconds West (called South 67 degrees 16 minutes 46 seconds West), a distance of 10.02 feet to a point for an exterior corner of this 3.531 acres;

South 69 degrees 13 minutes 05 seconds West (called South 69 degrees 20 minutes 55 seconds West), a distance of 10.02 feet to a point for an exterior corner of this 3.531 acres;

South 74 degrees 16 minutes 01 seconds West (called South 74 degrees 23 minutes 51 seconds West), a distance of 10.29 feet (called 10.60 feet) to a 2-inch metal fence post found for an exterior corner of this 3.531 acres;

South 77 degrees 25 minutes 23 seconds West (called South 76 degrees 31 minutes 10 seconds West), a distance of 10.08 feet (called 9.80 feet) to a 2-inch metal fence post found for an exterior corner of this 3.531 acres;

South 82 degrees 44 minutes 58 seconds West (called South 84 degrees 04 minutes 27 seconds West), a distance of 9.92 feet (called 9.96 feet) to a point for an exterior corner of this 3.531 acres;

South 89 degrees 50 minutes 52 seconds West (called North 88 degrees 49 minutes 39 seconds West), a distance of 9.24 feet (called 9.28 feet) to a 2-inch metal fence post found for an exterior corner of this 3.531 acres;

North 83 degrees 55 minutes 38 seconds West (called North 83 degrees 19 minutes 49 seconds West), a distance of 20.30 feet to a 2-inch metal fence post found for an exterior corner of this 3.531 acres;

North 77 degrees 14 minutes 27 seconds West (called North 77 degrees 54 minutes 56 seconds West), a distance of 30.53 feet (called 30.49 feet) to a 2-inch metal fence post found for an exterior corner of this 3.531 acres

North 71 degrees 20 minutes 27 seconds West (called North 70 degrees 50 minutes 06 seconds West), a distance of 10.28 feet (called 10.42 feet) to a 1/2-inch iron rod found for an exterior corner of this 3.531 acres;

North 56 degrees 23 minutes 05 seconds West (called North 56 degrees 00 minutes 47 seconds West), a distance of 40.68 feet (called 40.83 feet) to the POINT OF BEGINNING, and containing 3.531 acres of land, more or less;

6. Real Property located and situated at IH 10 Seguin, TX 78155 Unit(s): QT 4044 addition Lot 4 5.486 AC Parcel ID(s): 172486 Tax/Map ID(s) 1G2488-0000-00400-0-00 Guadalupe County, Texas, with all buildings, appurtenances, and improvements thereon and any and all surface and sub-surface rights, title, and interests, if any, and being more fully described as follows:

   Lot 4, QT 4044 Addition, City of Sequin, Guadalupe County, Texas, according to a plat thereof recorded in Volume 9, Page 84, Map and Plat Records, Guadalupe County, Texas;

7. Real Property located and situated at NEQ of Loop 410 & Medina Base Rd, San Antonio, TX 78227 Bexar County, Texas, with all buildings, appurtenances, and improvements thereon and any and all surface and sub-surface rights, title, and interests, if any, and being more fully described as follows:

A 4.088 acre tract situated in the Francisco Rivas Grant, in the city of San Antonio, Bexar County, Texas, and being a part of the southeast one-half of Tract 18, also known as Tract 27, of the Mackay Ranch as recorded in Volume 105, page 30, Deed and Plat Records; said 4.088 acres being that same property described as 4.082 acres in Volume 4737, page 177, Deed Records, and being known as N.C.B 16000, P-28, ABS 14, 3.32 acres as shown in Sheriffs Deed recorded In Volume 7324, page 1034, Real Property Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod set on the northeast right-of-way line of Loop 410, bearing North 24° 37' 50" West at a distance of 377.73 feet and North 23° 36' 40" West at a distance of 165.05 feet from the Intersection of the north right of-way line of Medina Base Road and Loop 410, said iron rod being the most westerly northwest corner of a 5.859 acre tract recorded in Volume 11584, page 469, Real Property Records;

THENCE North 23° 57 03" West a distance of 448.84 feet along said right-of-way and with the southwest line of the 4.082 acres to a ½" iron rod set at the beginning of a non-tangent curve to the left;

THENCE 57.99 feet along said curve to the left, having a radius of 5879.58 feet, a central angle of 00° 33' 54", a chord bearing North 19° 33' 31" West and a distance of 57.99 feet to a ½" iron rod set at the northwest corner of the 4.082 acres and a 0.004 acre Easement as recorded in Volume 11320, page 2121, Real Property Records;

THENCE North 79° 48' 15" East a distance of 176.14 feet, parallel to and 50 feet from the south line of Lot 1, Block 28, Lackland City Subdivision, Unit 16 as recorded in Volume 4400, page 112, Deed and Plat Records to a set ½" iron rod and North 64° 25' 26" East a distance of 102.58 feet, parallel to and 68 feet from the south line of Lot 3, of said Block 28, with the north lines of said 4.082 acres to a ½" iron rod set at the beginning of a tangent curve to the right;

THENCE 92.68 feet along said curve to the right, having a radius of 59.00 feet, a central angle of 90° 00' 00", a chord bearing South 70° 84' 34" West and a distance of 83.44 feet to a set ½" Iron rod;

THENCE South 25° 34' 34" East a distance of 389.34 feet parallel to and 66 feet from the southwest line of said Lackland City Subdivision, with the northeast line of the said 4.082 acres;

THENCE South 64° 25' 26" West a distance of 391.22 feet along the northwest line of the said 5.859 acre tract and with the southeast fine of the 4.082 acres to the Point of Beginning, containing in all 4.088 acres of land;

8. Real Property located and situated at IH 35 S New Braunfels, TX 78130, QT 4076 Addition, Block 1, Lot 2 Parcel ID(s): 468778 Tax/Map ID(s) 450003000200 Comal County, Texas, with all buildings, appurtenances, and improvements thereon and any and all surface and sub-surface rights, title, and interests, if any, and being more fully described as follows:

   Tract 1:

   Lot 2, Block 1, QT 4076 Addition, City of New Braunfels, Comal County, Texas, according to a plat thereof recorded in Document Number 202306014752, Map and Plat Records, Comal County, Texas.

   Tract 2:

   Nonexclusive ingress and egress easement created by Reciprocal Easement Agreement filed December 10, 2021, recorded in Document Number 202106063096, Official Public Records, Comal County, Texas.

   Tract 3:

   Nonexclusive ingress and egress easement created by Easement Declaration filed September 30, 2024, recorded in Document Number 202406029611, Official Public Records, Comal County, Texas;

9. Real Property located and situated at 11.533 out of 17.204 acres, J Ramos Arocha 171, No. 2, Kendall County, Texas, 6 Old Fredericksburg Road, Boerne, TX 78006, with all buildings, appurtenances, and improvements thereon and any and all surface and sub-surface rights, title, and interests, if any, and being more fully described as follows:

   11.18 acres out of a 19.202 acre tract, Volume 550, Page 48 Official Public Records of Kendall County, Texas and out of the Jose Ramona Arocha Survey 171, Abstract 2, Kendall County. Texas.

   BEGINNING at a 1/2' iron pin found with a LJA cap by a 5"X5" cedar post, in the west line of Old Fredericksburg Road the north line of a 104 acre tract, Volume 1617, Page 1095 Official Public Records of Kendall County, Texas, for the southeast corner of the 19.202 acre tract, and the southeast corner of

the subject tract, a 1/2" iron pin found with a Cude cap by a 5"X5" cedar post for an angle point in the west line of Old Fredericksburg Road bears S 00 deg 23' 24" W 353.04 feet

THENCE N 88 deg 10' 36" W with the north line of the 104 acre tract, the south line of the 19.202 acre tract. and generally with the fence, 1304.67 feet to a 1 /2" iron pin found by a 5" cedar post for the northwest corner of the 104 acre tract and the lower northeast corner of a 32.443 acre tract, Volume 854, Page 904, Official Public Records of Kendall County, Texas, a 1/2" iron pin round for the southeast corner of the 32.443 acre tract bears S 00 deg 50' 10" W 370.62 feet.

THENCE with the east line of the 32.443 acre tract, the south & west line of the 19.202 acre tract, and generally with the fence N 87 deg 50 23"W 43.16 feet to a 1/2" iron pin found by a 6' cedar post and N 00 deg 00' 17" F 395.77 feet to a 5/8 iron pin set by a 6 cedar post found for the southwest corner of a 10.163 acre tract, File # 364358 Official Public Records of Kendall County, Texas, the lower northwest corner of the 19.202 acre tract, and the northwest corner of the subject tract, a 10" cedar post found for the northwest corner of the 10.163 acre tract bears N' 00 deg 00' 16" E 552.53 feet

THENCE with the south line of the 10.163 acre tract, the north line of the 19.202 acre tract, and generally with the fence:

S 81 deg 20' 41" E 500.29 feet to a 1/2" iron pin found by a 2 7/8" pipe post,

N 78 deg 30' 25" E 159.24 feet to a 1/2' iron pin found on the south side of a 40" live oak tree,

N 08 deg 48' 17" E,29.27 feet to a 1/2" iron pin found by a 2 7/8" pipe post,

S 82 deg 28' 29" E 105.78 feet to a 1/2' iron pin found with a LJA cap by a 2 7/8' pipe post, for the southeast

corner of the10.163 acre tract, and the southwest corner of an 8.02 acre tract this day surveyed, a 1/2' iron pin found with a LJA cap by a 2" cedar post 3-way fence corner for the upper northeast corner of the 10.163 acre tract bears N 00 deg 51' 55" E 555.48 feet.

THENCE crossing the 19.202 acre tract and with the south line of the 8.02 acre tract, S 77 deg 27'42" E 162.93 feet to a 5/8' set iron pin and S 83 deg 18' 37" E 434.09 feet to a 5/8" iron pin set in the west line of Old Fredericksburg Road, the east line of the 19.202 acre tract, for the southeast corner of the 8.02 acre tract, and the northeast corner of the subject tract, a 1/2' iron pin found with a LJA cap for the lower northeast corner of the 19.202 acre tract bears N 00 deg 32' 20" E 603.26 feet.

THENCE S 00 deg 32 " 20" W; with the west line of Old Fredericksburg Road and the east line of the 19.202 acre tract 324.50-feet to the POINT OF BEGINNING;

10. Real Property located and situated at 168.13 acres – Brite Lane, Poteet, TX, 160.0 acres of land, more or less, located in the Mason Turner Survey No. 1116, A-1067 Atascosa County, Texas, with all buildings, appurtenances, and improvements thereon and any and all surface and sub-surface rights, title, and interests, if any, and being more fully described as follows:

Field Notes of 16.56 Acres, Tract 1, being out of a 168.13 acre tract, File No. 242438 Official Public Records of Atascosa County, Texas and out of the Mason Turner Survey 1116, Abstract 1067, Atascosa County, Texas. (All 5/8" iron pin set with yellow plastic cap stamped "TIMOTHY HAY RPLS 5521")

BEGINNING at a 5/8" iron pin set under fence in the ostensible southwest line of Survey 1116, northeast line of Brite Lane, the southwest line of the 168.13 acre tract, for the west corner of a 17.07 acre tract, Tract 9, located on the ground this same day, and the south corner of the subject tract, a 5/8" iron pin set under fence in the southwest line of the 168.13 acre tract for the lower south corner of Tract 9 bears S 60°33'28" E 60.00 feet, and a mag nail with disc recovered for the south corner of the 168.13 acre tract bears S 60°33'28" E 2161.16 feet.

THENCE N 60°33'28" W, with the ostensible southwest line of Survey 1116, the northeast line of Brite Lane, the southwest line of the 168.13 acre tract, and generally with the fence, 480.29 feet to a 5/8" iron pin set for the lower south corner of a 17.07 acre tract, Tract 10, File No. 247396 Official Public Records of Atascosa County, Texas, and the west corner of the subject tract, a cotton spindle recovered for the ostensible west corner of Survey 1116, the 168.13 acre tract, & Tract 10 bears N 60°33'28" W 60.00 feet.

THENCE over and across the 168.13 acre tract:

N 29°19'06" E, with the southeast line of Tract 10, 1502.56 feet to a 5/8" iron pin set in the northwest centerline terminus of a 30' wise, 2.80 acre, Utilities Easement, located on the ground this same day, for the interior corner of Tract 10, and the north corner of the subject tract;

S 60°31'17" E, with the centerline of the Utilities Easement and southwest line of Tract 10, 480.29 feet to a 5/8" iron pin set in the northwest line of Tract 9, for the upper south corner of Tract 10, and the east corner of the subject tract;

S 29°19'06" W, with the northwest line of Tract 9, 1502.25 feet to the POINT OF BEGINNING;

11. Real Property located and situated at 500.58 acres of land, more or less, being all of a 500.81 acre tract, described in a deed recorded in clerk's rile No. 114933, Official Public Records Of Atascosa County, Texas; 9342 Southeast Loop 410, San Antonio, TX Bexar County, Texas, with all buildings, appurtenances, and improvements thereon and any and all surface and sub-surface rights, title, and interests, if any, and being more fully described as follows:

Field Notes of 25.00 Acres, Tract 11, out of a 500.58 acre tract, File No. 243433 Official Public Records of Atascosa County, Texas and all out of Jacob Darst Survey 936, Abstract 216, Atascosa County, Texas. (All 5/8" iron pin set with yellow plastic cap stamped "HAY & ASSOC SURVEYING CO")

BEGINNING at a 5/8" iron pin set under fence in the east line of Ralph Coughran Road, the east line of a 560.527 acre tract, Volume 349, Page 513-Deed Records of Atascosa County, Texas, the west line of the 500.58 acre tract, for the northwest corner of a 25.02 acre tract, Tract 13, File No. 248402 Official Public Records of Atascosa County, Texas, and the southwest corner of the subject tract, a 5/8" iron pin set by a 12" treated post 2-way fence corner for the east corner of Ralph Coughran Road & Leal Road and the southwest corner of the 500.58 acre tract & Tract 13 bears S 00°03'5511 W'624.59 feet & S00°01 '5811 E 1263.55 feet.

THENCE N 00°03'55" E, with east line of Ralph Coughran Road, the west line of the 500.58 acre tract, the east line of the 560.527 acre tract, and generally with the fence, 600.00 feet to a 5/8" iron pin set under fence for the upper southwest corner of a 31 .65 acre tract, Tract 12, File No. 248730 Official Public Records of Atascosa County, Texas, and the northwest corner of the subject tract, and a 5/8" iron pin set under fence in the west line of 500.58 acre tract for the northwest corner of the Tract 12 bears N 00°03'55"E 60.00 feet, and a 1/2" iron pin with Pollock cap found in concrete by a 6" treated post 3 way fence corner in the east line of the Ralph Coughran Road for the northwest corner of the 500.58 acre tract & Tract } bears N 00°03'5511 E 1341.17 feet & N 00°06'0011 E 2018.83 feet.

THENCE over and across the 500.58 acre tract:
S 89°56'51" E, with the upper south line of Tract 12, 1815.00 feet to a 5/8" iron pin set for the interior corner of Tract 12 and the northeast corner of the subject tract;

S 00°03'55" W, with the lower west line of Tract 12, 600,00 feet to a 5/8" iron pin set in the north line of a 25.00 acre tract, Tract 16, located on the

ground this same day, for the lower southwest corner of Tract 12, and the southeast corner of the subject tract, a 5/8" iron pin set under fence in the south line of Tract 12 for the northeast corner of Tract 16 bears S 89°56'51" E 565.32 feet, and a 5/8" iron pin set under fence in the east line of the 500.58 acre tract for the southeast corner or Tract 12 bears s 89°56'51" E 1923.89 feet;

N 89°56'51" W, with the north line of Tract 16; at 18.13 feet pass a 5/8" iron pin set for the northwest corner of Tract 16 and the northeast corner of a 25.00 acre tract, Tract 15, located on the ground this same day; continuing with the north line of Tract 15 at 599. 71 feet pass a 5/8" iron pin set for the northwest corner of Tract 15 and the northeast corner of a 27.63 acre tract, Tract 14, located on the ground this same day; continuing with the north line of Tract 14 at 1237.33 feet pass a 5/8" iron pin set for the northwest corner of Tract 14 and the northeast corner of a Tract 13; continuing with the north line of Tract 13 for a total of 1815.00 feet to the POINT OF BEGINNING;

12. Real Property located and situated at 453.53 +/- AC out of B Q Hadley ABST 196 TR 1 167.80 AC, B Q Hadley ABST 198 TR 1 224.65 AC, B Q Hadley ABST 196 TR 3 59.03 AC Bee County, Texas, with all buildings, appurtenances, and improvements thereon and any and all surface and sub-surface rights, title, and interests, if any, and being more fully described as follows:

A field note description of a survey of 453.53 acre tract is described in three tract, a 194.45 acres described in Volume 229, Page 275, a 59.03 acres described in Volume 422, Page 401 and a 200 acre tract Volume 168, Page 28, all three tracts are in the name of Mamie Peterson Deed Records, Bee County, Texas, also being approximately 115'83 Acres are out of said 194.45 acre tract and approximately 33.90 acres out of said 59.03 Acre Tract and within the B. Q. Survey A-196, Bee County, Texas and said Tract is more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found, in the South boundary of County Road 121, the West corner of said 453.53 acre tract and the west corner and POINT OF BEGININNG of this Tract;

THENCE North 69°31'54" East, with the called north line of said 453.53 acre tract at 5217.80 feet pass a 5/8 inch iron rod set for reference in the west boundary of County Road No. 113, in all a total distance of 5243.69 Feet to a point, in said County Road No. 113 and the north corner of this Tract;

THENCE South 20°28'08" East, 3766.63 FEET, to a Point at the intersection of County Road No. 113 and County Road No. 120, for which a 5/8 inch iron rod set, bears North 57°59'24" West, 42.51 feet, said Point being the east corner of this Tract;

THENCE South 69°31'52" West, 5246.03 feet, within County Road No. 120 to a point, for the south corner of this Tract;

THENCE North 20°26'00" West, generally along a fence, at 35.64 feet pass a 5/8 inch iron rod found, at 938.63 feet pass a 5/8 inch iron rod set, in all a total distance of 3766.69 feet, to the POINT OF BEGINNING, of this Tract, being 453.53 acres; and

13. Real Property located and situated at 345 W Commerce St, San Antonio, TX 78205, Bexar County, Texas, with all buildings, appurtenances, and improvements thereon and any and all surface and sub-surface rights, title, and interests, if any, and being more fully described as follows:

A 0.187 of an acre, or 8,130 square feet, more or less, tract of land being a portion of Lots 5, 6 and 7, New City Block (N.C.B.) 105 of the City of San Antonio, Bexar County, Texas. Said 0.187 of an acre tract also being all of that 8060 square foot tract described in deed to Patricia Walsh Small et al recorded in Volume 8367, Page 1123 of the Official Public Records of Real Property of Bexar County, Texas. Said 0.187 of an acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA201 l) epoch 2010.00;

BEGINNING: At a set mag nail and washer marked "Pape-Dawson" at the northeast comer of the intersection of W. Commerce Street, a 65-foot public right-of-way, and Laredo Street, a 45- foot public right-of-way;

THENCE: N 04°03'15", with the east right-of-way line of said Laredo Street, a distance of 150.78 feet to a set mag nail and washer marked "Pape-Dawson" at the southwest corner of Lot 21, N.C.B., Alameda Theater Subdivision recorded in Volume 9646, Page 156 of the Deed and Plats of Bexar County, Texas;

THENCE: N 88°44'28" E, departing the east right-of-way line of said Laredo Street, with the south line of said Lot 21, a distance of 54.00 feet to a set½ iron rod with a yellow cap marked "Pape-Dawson" at the northwest corner of a 0.5283 acre tract recorded in Volume 19016, Page 781 of the Official Public Records of Bexar County, Texas;

THENCE: S 04°23'34" W, departing the south line of said Lot 21, with the west line of said 0.5283 and with a building, a distance of 153.91 feet to a building corner on the north right-of- way line of said W. Commerce Street;

THENCE: N 87°58'14" W, with a north right-of-way line of said W. Commerce Street and a building, a distance of 53.02 feet to the POINT OF

BEGINNING, and containing 0.187 of an acre in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under Job No. 9140-18 by Pape-Dawson Engineers, Inc,

hereinafter referred to as the Subject Property.

Money Judgment

A sum of money equal to Sixty-Six million dollars ($66,000,000.00), which represents the value of any proceeds obtained directly or indirectly, used, or intended to be used, as a result of the violation set forth in Count One of the Information, for which Defendant DEVIN WARD ELDER is liable,

hereinafter referred to as the Subject Money Judgment.

Defendant agrees not to contest the administrative, civil, and/or criminal forfeiture of the Subject Property and further agrees not to assist others in filing a claim or petition.

Defendant further agrees that the facts set forth in the Factual Basis of this Plea Agreement are true and correct, and establish a nexus between the Subject Property and the violation of Title 18 U.S.C. § 1343, thereby subjecting the Subject Property to forfeiture pursuant to Title 18 U.S.C. § 981(a)(1)(C), made applicable to criminal forfeiture by Title 28 U.S.C. § 2461(c).

Defendant hereby waives the requirements of Fed. R. Crim. P. 32.2 with respect to the imposition of any forfeiture action carried out in accordance with this Plea Agreement. The Defendant waives all constitutional, legal, and equitable defenses to the forfeiture in any proceedings, and further waives direct appeal of forfeiture issues including habeas corpus and those arising under the Excessive Fines Clause.

Defendant further agrees and stipulates as part of this Plea Agreement that the United States is not limited to the forfeiture of the Subject Money Judgment. If the United States determines, at any time, that any of the conditions set forth in Title 21 U.S.C. § 853(p) exist, then the United States shall, at its option, be entitled to forfeiture of any other property (substitute assets) equivalent to the value of the Subject Money Judgment.

Defendant's Agreement to Pay Restitution:

Defendant agrees that restitution shall be imposed pursuant to 18 U.S.C. §§ 3663, 3663A and 3664. In this regard, Defendant agrees that Defendant will make full restitution in this case in the amount determined by the court, jointly and severally, with any other Defendants ordered to pay restitution. Defendant agrees and understands that the total sum of restitution involving the charged crime and relevant conduct shall be determined by the Court.

Reservation of Rights:

The Government and Defendant each reserve the right to (1) present facts to the U.S. Probation Office during preparation of a pre-sentence report; (2) dispute sentencing factors or facts material to sentencing listed in the pre-sentence report; (3) seek resolution of such factors or facts in conference with opposing counsel and the U.S. Probation Office; and (4) answer any questions posed by the Court. All parties reserve full rights of allocution as to the appropriate sentence Defendant should receive unless otherwise provided above.

Breach of Agreement:

If Defendant violates any term of this Plea Agreement, the Government will be released from its obligations under this Plea Agreement and may, in its sole discretion:

(1) move to set aside Defendant's guilty plea and proceed on charges previously filed and any additional charges;

(2) at sentencing or in any prosecution, use against Defendant any statements or information Defendant provided as part of the guilty plea,

(3) seek to revoke or modify conditions of release;

(4) advocate for any sentence up to and including the statutory maximum; and/or

(5) decline to seek a reduced sentence.

Defendant understands and agrees that Defendant's breach of this Plea Agreement will not entitle Defendant to withdraw a guilty plea already entered. However, if Defendant withdraws from this agreement, Defendant agrees and understands that the factual basis set out in this Plea Agreement (1) may be used against Defendant in the Government's direct case and (2) sets forth facts that are true, accurate, admissible at any trial or hearing, and not subject to challenge under Federal Rule of Evidence 410(a) or Federal Rule of Criminal Procedure 11(f).

Totality of Agreement:

Defendant understands that this Agreement binds only the U.S. Attorney for the Western District of Texas. When this Agreement uses the term Government, it refers only to the U.S. Attorney's Office for the Western District of Texas. This Plea Agreement sets forth the entirety of the agreement between the United States Attorney for the Western District of Texas, Defendant, and Defendant's counsel. This agreement cannot be modified except in a written document signed by all parties. If an addendum to this agreement has been properly executed, it is incorporated

herein by reference.

JUSTIN R. SIMMONS
UNITED STATES ATTORNEY

DATE: January 28, 2026

By: _____
WILLIAM R. HARRIS
Assistant United States Attorney

I am counsel for Defendant, DEVIN WARD ELDER, in this case. I have fully explained to Defendant all of Defendant's rights with respect to the pending criminal charge. I have carefully reviewed this plea agreement in its entirety with Defendant and provided Defendant with my best professional advice. In my opinion, Defendant's decision to enter into this plea agreement is made freely, voluntarily, and with full knowledge of its obligations and consequences.

DATE: January 27, 2026

_____
JOHN S. GILMORE, III
Attorney for Defendant

I, DEVIN WARD ELDER, have carefully read and reviewed the entirety of this plea agreement, or it has been read to me (and if necessary, translated for me) and reviewed with me by my attorney. After careful consideration and discussion with my attorney, and fully understanding my rights with respect to the pending criminal charge(s), I freely and voluntarily agree to the specific terms and conditions of the plea agreement.

DATE: January 27, 2026

_____
DEVIN WARD ELDER
Defendant

Defendant's Initials _____