

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made as of the Effective Date (as hereafter defined), by and between S2 Willow Pond, LLC, a Texas limited liability company ("Seller"), whose address is 5950 Berkshire Lane, Ste. 1300, Dallas, Texas 75225 and KCAP RE FUND XI, LLC, a Delaware limited liability company, whose address is 1209 S White Chapel Blvd., Suite 180, Southlake, TX 76092, and/or assigns pursuant to this Agreement ("Purchaser").

RECITALS:

WHEREAS, Seller is the owner of the 386 unit multifamily apartment complex (the "Complex"), located at 6003 and 6015 Abrams Road, Dallas, Texas and more particularly described on Exhibit A, attached hereto; and

WHEREAS, Purchaser desires to acquire the Complex from Seller and Seller desires to sell the Proper to Purchaser.

NOW, THEREFORE, in consideration of the mutual covenants and representations herein contained, Seller and Purchaser agree as follows:

AGREEMENT:

ARTICLE 1. DEFINITIONS

1.1 In this Agreement, and in the Exhibits and Schedules attached hereto, the following words and phrases shall have the following meanings:

"Amendment" means an amendment, renewal, supplement, modification, expansion, restatement, extension, or any other change or revision.

"Appurtenances" means all easements, rights-of-way, alleys, adjacent roads, drainage facilities, covenants, restrictions, tenements, strips and gores between the Land and abutting properties, all utility, access and development rights, and all other rights and appurtenances benefiting or appertaining to the Land (as defined below) and the land lying in the streets and roads in front of and adjoining the Land.

"Books and Records" means copies of monthly and annual, 2020, 2021 and monthly 2022 year-to-date operating statements for the Property as prepared by Seller or at the direction of Seller in the ordinary course of its business, and copies of real estate tax bills for 2020, 2021 and, if available, 2022.

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a federal or State of Texas banking holiday or (c) a day on which the county recorder's office in the county where the Property is located is closed.

"Casualty" is defined in Section 10.1.

"Closing" means the closing of the transactions contemplated under this Agreement.

"Closing Date" is defined in Section 6.1.

"Closing Documents" is defined in Section 6.2.

"Condemnation" is defined in Section 10.2.

"Contracts" means all agreements between Seller and any third party and all amendments thereof, for the furnishing of management, brokerage services, service, maintenance, repairs, construction, supplies, equipment, submetering, or other goods and services to the Property, to the extent assignable and Purchaser assumes the same as provided herein.

"Deposits" means all security deposits, expense deposits and/or prepaid rentals received from a Tenant under a Tenant Lease and required to be in the possession of Seller pursuant to the terms of the Tenant Leases and all applicable law.

"Earnest Money" shall mean the sum of the escrow deposits made by Purchaser with Escrow Holder pursuant to Section 3.2 and, if applicable, Section 6.1.

"Effective Date" means the date of execution of this Agreement by both Purchaser and Seller, whichever occurs later.

"Encumbrances" means any and all liens, mortgages, deeds of trust, security agreements, security interests, options, rights of purchase or first refusal, rights-of-way, restrictive covenants, reservations, judgments, leases, subleases, licenses, assignments, restrictions, or other encumbrances affecting title to the Property.

"Escrow Holder" means MBL Title, 1022 E. 15th Street, Plano, TX 75074, Attn: Adam Rachavong, Email: adam.rachavong@mbl-title.com.

"Governmental Entity" means the United States, the State, the County, the Town or the City where the Property is located and any other State in which a party to this Agreement is incorporated or organized.

"Improvements" means all buildings, fixtures and other improvements located on the Land.

"Intangible Property" means Seller's interest in all signs, logos, tradenames, trademarks or styles related to the Property (specifically including the names "Hive" and variations thereof and logos related thereto) and all other intangible property related to the Property including, without limitation, all assignable telephone numbers, the web or domain name, all social media accounts, passwords and content relating solely to the Property and not

to Seller's overall real estate operations.

"Land" means the real property more particularly described on **Exhibit "A"** attached hereto.

"Legal Proceeding" means any pending or threatened litigation, arbitration, administrative proceeding, governmental investigation, suits, condemnation, and other legal proceeding of any kind.

"Licenses and Permits" means all building and other certificates, licenses, permits and approvals including, without limitation, certificates of occupancy, granted by any Governmental Entity, with respect to the ownership, use, occupancy or operation of all or any portion of the Property and all plans, drawings, specifications, surveys, engineering reports, and other technical descriptions of the Property.

"Permitted Encumbrances" is defined in Section 4.

"Person" means an individual person, a corporation, partnership, trust, joint venture, proprietorship, estate, association, Governmental Entity or other incorporated or unincorporated enterprise, entity or organization of any kind.

"Personal Property" means Seller's right, title and interest in the furniture, fixtures, equipment, machinery, appliances, and personal property which are used in connection with the ownership, maintenance or operation of the Property, not including Seller's proprietary computer software or software with non-assignable licenses, or any personal property identified by Seller's or S2 Residential logos or trademarks, including golf carts.

"Plans" means all architectural, electrical, mechanical or plumbing plans and specifications and any physical, engineering or environmental studies or reports, including without limitation, any Phase I or Phase II environmental report, performed in connection with the Property or any portion thereof, which are in the possession of Seller.

"Property" means the Land and Improvements and all Appurtenances, Personal Property, Licenses and Permits, Tenant Leases, Deposits, Contracts, Books and Records, Plans, Warranties and Guaranties, and Intangible Property.

"Tenant" means a tenant, subtenant, under tenant, or occupant under a Tenant Lease.

"Tenant Lease" means all leases, rental agreements, subleases, or other agreements which permit or authorize the use and occupancy of apartment units in the Property, together with any and all, if any, guaranties, security deposits, letters of credit, or other security for performance of a Tenant's obligations thereunder, and all Amendments and/or other agreements forming a part thereof.

"Termination Deadline" means thirty (30) days after the Effective Date.

"Title Commitment" is defined in Section 4.2

"Title Company" means MBL Title, 1022 E. 15th Street, Plano, TX 75074, Attn: Adam Rachavong, Email: adam.rachavong@mbl-title.com.

"Title Policy" is defined in section 4.2.

"Warranties and Guaranties" means all unexpired warranties and guaranties and payment and/or performance bonds required to be provided under the Contracts, and/or running to the benefit of Seller or its affiliates in connection with the Property and the construction, renovation and/or operation thereof.

1.2 Unless specified to the contrary, references to Sections, Exhibits and Schedules mean the particular Section, Exhibit or Schedule in or to this Agreement, all of which Exhibits and Schedules are made a part hereof for all purposes the same as if set forth herein verbatim; it being expressly understood that if any Exhibit attached hereto which is to be executed and delivered at Closing contains blanks, such Exhibit attached hereto shall be deemed completed in the form executed.

1.3 Wherever used in this Agreement:

1. the words "include" or "including" shall be construed as incorporating, also, "but not limited to" or "without limitation";
2. the word "day" means a calendar day unless otherwise specified;
3. the word "party" means each of Seller and Purchaser;
4. the word "law" (or "laws") means any statute, ordinance, resolution, regulation, code, rule, order, decree, judgment, injunction, mandate or other legally binding requirement of a Governmental Entity;
5. each reference to the Property shall be deemed to include "and/or any portion thereof"; and
6. each reference to \$ or dollars means United States dollars.

1.4 Certain other words and phrases are defined or described elsewhere in this Agreement.

ARTICLE 2.
PURCHASE AND SALE

2.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the Property.

ARTICLE 3.
PURCHASE PRICE AND EARNEST MONEY

3.1 Purchase Price. Subject to the prorations and adjustments described in Article 7 below, the purchase price (the "Purchase Price") for the Property shall be Fifty-Five Million Five Hundred Thousand and No/100 Dollars (\$55,500,000.00). The Purchase Price shall be paid by Purchaser to Seller by federal funds wire transfer to the Escrow Holder as provided in Section 6.5.

3.2 Earnest Money.

(a) Purchaser shall deliver to the Escrow Holder within two (2) Business Days after the Effective Date, the sum of Six Hundred Thousand Five Hundred and No/100 Dollars (\$600,500.00), by federal funds wire transfer (the "Earnest Money"). The Earnest Money shall be non-refundable to Purchaser, except as otherwise expressly set forth in this Agreement. The Earnest Money shall be held in escrow and invested by the Escrow Holder in an interest-bearing account. Interest earned from the depository on the Earnest Money shall belong to Purchaser and shall be disbursed by the Escrow Holder to Purchaser at Closing or upon Purchaser's request. The Earnest Money shall be applied toward the Purchase Price at Closing, and shall otherwise be paid or applied in accordance with this Agreement.

(b) The Escrow Holder shall hold the Earnest Money pursuant to the following provisions:

(i) The Escrow Holder is not a party to, and is not bound by, or charged with notice of any agreement out of which this escrow may arise, other than the terms and provisions of this Section 3.2.

(ii) The Escrow Holder shall deliver the Earnest Money to the party so designated on written notice from both the Purchaser and Seller specifying the time and the place where the Earnest Money is to be delivered, provided, however that (i) the Escrow Holder shall have received such written instructions at least one (1) Business Day prior to the date designated for delivery, and (ii) if Purchaser delivers a Termination Notice in accordance with Section 14.2 hereof, then the Escrow holder shall disburse the Earnest Money to Seller irrespective of any objection from Purchaser, except as otherwise provided herein.

(iii) The Escrow Holder is acting solely as a stakeholder and depository as an accommodation to Purchaser and Seller, and is not responsible or liable for any matter or loss arising out of the Escrow Holder's conduct hereunder, except for its gross negligence or willful misfeasance. The Escrow Holder shall not be responsible or liable for the sufficiency, correctness,

genuineness, or validity of the subject matter of this Agreement, or for the identity or authority of any person executing any documents or instruments in connection herewith.

(iv) Notwithstanding the foregoing, as between Purchaser and Seller, the non-prevailing party in any dispute shall be solely responsible for payment of Escrow Holder's Expenses. The Escrow Holder may, at its own expense, consult with legal counsel in the event of any dispute or questions as to the construction of any provisions hereof or its duties hereunder, and it shall be fully protected in acting in accordance with the written opinion or instructions of such counsel.

(v) The Escrow Holder shall be entitled to act or rely upon, and the Escrow Holder shall be protected in acting or relying upon the genuineness and validity of any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other document the Escrow Holder shall receive from any party hereto.

(vi) In the event that (a) the Escrow Holder receives contradictory instructions from the parties hereto, or (b) there shall be any dispute between Seller and Purchaser as to any matter arising under this Agreement or (c) there shall be any uncertainty as to the meaning or applicability of the provisions hereof or any written instructions received by the Escrow Holder pursuant hereto, the Escrow Holder shall continue to hold the Earnest Money pending resolution of the matter if so instructed by written notification from both Seller and Purchaser or if not so instructed shall deposit the Earnest Money with a court of competent jurisdiction at the cost and expense of Purchaser and Seller jointly and severally, and, upon making such deposit, the Escrow Holder shall thereupon be discharged and released from any and all liability with respect to the Earnest Money. The Escrow Holder may dispose of the escrowed funds in accordance with a court order, and shall be fully protected if it acts in accordance with any such court order.

(vii) Deposits made pursuant to these instructions may be invested on behalf of any party or parties hereto, provided that any direction to the Escrow Holder for such investment shall be in writing and contain the consent of all other parties to this Agreement together with a completed, signed W-9 Form. The Escrow Holder is not to be held responsible for the loss of principal or interest on any investment made pursuant to the aforesaid instruction or in the redemption thereof.

(viii) Except as to deposits of funds for which the Escrow Holder has received written instructions as set forth in paragraph (vii) above, the Earnest Money may be commingled with other escrowed funds in a non-segregated escrow account; and

(ix) Upon delivery of the Earnest Money in accordance with the terms hereof, the Escrow Holder shall be discharged and released from any and all liability with respect to the Earnest Money.

(x) Escrow Holder may resign as Escrow Holder hereunder at any time upon written notice to Purchaser and Seller, provided that such resignation shall not be effective unless and until a replacement escrow agent acceptable to Purchaser and Seller shall have been identified and such replacement escrow agent shall have agreed in writing to serve as Escrow

Agent hereunder pursuant to the terms and conditions of this Agreement.

(xi) Purchaser and Seller may jointly terminate the services of Escrow Holder hereunder at any time upon written notice to Escrow Holder, provided that such termination shall not be effective unless and until a replacement escrow agent acceptable to Purchaser and Seller shall have been identified and such replacement escrow agent shall have agreed in writing to serve as Escrow Holder hereunder pursuant to the terms and conditions of this Agreement.

ARTICLE 4.
DELIVERY OF DOCUMENTS

4.1 If not already provided to Purchaser, Seller shall deliver (except as set forth in Section 4.1(a) below) complete and legible copies of the following instruments and documents to Purchaser within five (5) days after the Effective Date:

(a) Tenant Leases and guarantees (which guarantees shall be made available for inspection by Purchaser at the Property, and not delivered to Purchaser) and a current certified rent roll for the Property, occupancy reports for current year, 2021, and 2020, and a list of all Deposits.

(b) Lease expiration schedule, standard lease form including addenda, lease application form, all marketing materials, and current tenant credit, income and deposit requirements.

(c) Copies of statements of 2020, 2021 and, if available, 2022 ad valorem, intangible and other real and personal property taxes, special and general assessments, school taxes, water and sewer charges against the Property and any special taxes against the Property, together with any reports filed by Seller in connection therewith.

(d) The most recent survey of the Property in Seller's possession (the "Survey"). Any updated survey required by Purchaser or Purchaser's lender shall be ordered by Purchaser and paid for by Purchaser.

(e) To the extent in Seller's possession or reasonable control, complete copies of all Books and Records, Contracts, Licenses and Permits, Plans, and Warranties and Guaranties, including all records and instruments that pertain to the Property.

(f) A list of any Legal Proceedings affecting the Property, if any.

(g) Insurance loss runs pertaining to the Property insurance for the last three (3) years.

(h) Copy of current payroll schedule listing all employees, including list of name, position, salaries and wages, bonuses, benefits, rent discounts, etc. for all employees on Property.

(i) Copies of all maintenance records and any related warranties.

(j) Current year capital expenditures budget, and for 2020 and 2021, including invoices for any such expenditures in excess of \$10,000 for 2020 and 2021.

(k) Operating statements for 2020, 2021 and 2022 year to date.

(l) A current inventory of all personal property and other items included in the sale to be conveyed with the property at closing.

(m) Title policy and exception documents (“Title Policy”).

(n) Copies of any environmental site assessment, Phase 1 environmental report and any Phase 2 reports, zoning report, soil reports, and engineer and property condition reports.

(o) Copies of past three (3) years' utilities bills or access to log-in online for the utility company and list of utilities paid for by tenant.

(p) Copies of all licenses and permits required and in effect, copies of outstanding code warnings or violations against the Property, site/building plans, and copies of any certificates of occupancy;

(q) Rent Concession Policy & Current Concessions;

(r) Current Pet Deposit/Fees & Policy;

(s) Bookkeeping Reports; Delinquency & Prepaid Report; Prepaid Rent Report;

(t) Occupancy History; Current Vacancy Report (Per Unit Type); List of Section 8 Residents, if applicable;

(u) Taxes/Governmental; Governmental licenses, certificates, permits, and approvals; Notice of appraised value for the current year and the last three years; Records of regulatory proceedings or violations (for example, condemnation, environmental);

(v) Inventory; Permits - Pool & Spas; Site vehicles - include registration, description, etc.; Office Inventory/Equipment Serial Numbers; Clubhouse inventory; Maintenance shop inventory - tools/supplies; Amenity Inventory; Pool Inventory; Unit appliance inventory; Model and other inventory; and

(w) Copies of zoning violations, if any; All licenses, agreements, and encumbrances (including all amendments and exhibits) affecting title to or use of the Property that have not been recorded in the real property records of the county or counties in which the Property is located.

The Seller agrees to reasonably cooperate with the Purchaser on providing updated documents throughout the transaction.

4.2 Seller will cause to be delivered to Purchaser (a) a current commitment for an Owner's Policy of Title Insurance issued by the Title Company covering the Property (the "Title Commitment"), whereby said Title Company commits to issue such title policy to Purchaser written in accordance with this Agreement (the "Title Policy"); (b) legible copies of all instruments shown as exceptions on the Title Commitment; and (c) the Survey. The Title Commitment shall describe the Property; shall list Purchaser as the prospective named insured; shall show as the policy amount the Purchase Price; and shall contain the commitment of the Title Company to insure Purchaser's fee simple interest in the Property upon the Closing. The Title Commitment shall show the status of the title of the Property and all exceptions which would appear in the Title Policy. Except for the Monetary Liens (defined below) any items or exceptions to title set forth on the Title Commitment are referred to as "Permitted Encumbrances".

4.3 On or before the date that is two (2) days after delivery to Purchaser of any update to the Title Commitment, or update to the Survey obtained prior to the Termination Deadline, which includes exception matters not included on the Title Commitment or Survey, as applicable ("Updates"), Purchaser shall give written notice (the "Objection Notice") to Seller of any conditions contained in the Update which materially adversely affects the value or current use and operation of the Property and which Purchaser is unwilling to take title subject to (the "Objections"), separately specifying and setting forth each of such Objections. Seller shall be entitled to reasonable adjournments of the Closing Date to cure the Objections, not to exceed fifteen (15) days in the aggregate. If Purchaser gives Seller an Objection Notice as set forth above, then all matters disclosed on such Update which are not objected to in such Objection Notice shall be deemed to be additional Permitted Encumbrances. If Purchaser fails to give Seller an Objection Notice within the period set forth above, then all matters disclosed on the Updates shall be deemed to be Permitted Encumbrances.

4.4 Seller shall not be required to expend any money or bring any action or proceeding to cure such Objections, except with respect to Monetary Liens. Notwithstanding any other provision to the contrary contained herein: (a) the standard preprinted exceptions set forth in the Title Commitment shall not constitute Permitted Encumbrances for purposes hereof to the extent they can be omitted in Texas by Seller's affidavit without cost to Seller; and (b) all liens, and all mortgages and other encumbrances evidencing or securing indebtedness of Seller and any such encumbrances to title to the Property which are created by Seller or any party claiming by, through, or under Seller after the Effective Date shall not constitute Permitted Encumbrances and shall be discharged and satisfied by Seller at or prior to Closing ("Monetary Liens"). Within five (5) days after an Objection Notice is given, Seller shall give Purchaser notice (the "Response Notice") if Seller is unable or unwilling to cure any of Purchaser's Objections at or prior to Closing. If Seller does not give a Response Notice within such five (5) day period, Seller shall be deemed to have given a Response Notice on the day after such five day period indicating that Seller is unable or unwilling to cure any of Purchaser's Objections except to the extent obligated to do so pursuant to the other provisions of this Article 4. If Seller's Response Notice indicates (or is deemed to indicate) that Seller is unwilling or unable to cure Purchaser's Objections, then Purchaser may, as its exclusive remedy, elect by written notice given to Seller within ten (10) days after an Objection Notice is given, either (a) to accept such title as Seller is able to convey without any reduction or abatement of the Purchase Price, in which event the Objections shall be Permitted Encumbrances or (b) to terminate this Agreement, in which event the Earnest Money and all interest thereon shall

be returned to Purchaser.

4.5 Seller will deliver to Purchaser its most recent environmental site assessment at the Property ("Seller ESA"). Purchaser, at its expense, may obtain a new environmental site assessment of the Property ("Purchaser ESA"); provided, however, Purchaser shall not be entitled to perform any invasive testing at the Property without Seller's prior written consent, in Seller's sole discretion. If the results of any Purchaser ESA reveal an environmental condition at the Property which did not appear on Seller ESA, and which materially adversely affects the value or use of the Property, Purchaser may, on or before the Termination Deadline, deliver written notice of termination to Seller, in which event the Earnest Money shall be refunded to Purchaser.

ARTICLE 5. **CONDITIONS TO CLOSING**

5.1 Conditions to Obligations of Purchaser. The obligations of Purchaser to execute and deliver the applicable Closing Documents, to pay the Purchase Price and to perform Purchaser's other obligations at the Closing under this Agreement are and shall be subject to the satisfaction of each of the following conditions at or prior to the Closing, unless otherwise specified:

(a) Seller shall have executed (where applicable) and delivered to Escrow Holder the Closing Documents to be executed and delivered by Seller.

(b) Title to the Property shall be free and clear of all matters other than the Permitted Encumbrances.

(c) The Escrow Holder shall have unconditionally agreed to issue to Purchaser an owners title policy.

(d) All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects when made, and shall be true and correct in all material respects on the Closing Date with the same effect as if made on and as of such date, subject to such changes permitted under this Agreement due to the ordinary course of operations of the Property.

(e) Seller shall have performed, observed, and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed, observed, and complied with on Seller's part prior to or as of the Closing Date.

(f) Other than in the event of a Casualty or a Condemnation, the physical condition of the Property shall be substantially the same on the Closing Date as on the Effective Date hereof, reasonable wear and tear excepted.

(g) The ROFR (as defined in Section 14.8 shall not have been exercised).

If at any time prior to or at Closing Purchaser receives knowledge that any of the

foregoing conditions has not or will not be satisfied, then Purchaser shall so notify Seller with specificity within five (5) Business Days after Purchaser first receives such knowledge. If Seller fails to cure such condition on or before the Closing Date and such occurrence is not waived by Purchaser in writing (in its sole discretion), then this Agreement shall terminate, the Earnest Money shall be paid to the Purchaser, and neither party shall have any further obligation to the other, subject only to such matters as may be specifically stated in this Agreement to survive the Closing.

5.2 Conditions to Obligations of Seller. The obligations of Seller to execute and deliver the applicable Closing Documents and to perform Seller's other obligations at the Closing under this Agreement are and shall be subject to the satisfaction of each of the following conditions at or prior to the Closing:

- (a) Purchaser shall have delivered the balance of the Purchase Price due at Closing to Escrow Holder for delivery to Seller at the Closing pursuant to the terms of this Agreement.
- (b) Purchaser shall have executed (where applicable) and delivered to Escrow Holder the Closing Documents to be executed and delivered by Purchaser.
- (c) Purchaser shall have performed, observed, and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed, observed, and complied with on Purchaser's part prior to or as of the Closing Date.
- (d) The ROFR (as defined in Section 14.8 shall not have been exercised.)

In the event that any one of the above conditions precedent to the obligations of Seller shall not occur by the Closing Date and the occurrence is not waived by Seller (in its sole discretion), and provided Seller is not then in default under the terms of the Agreement, then upon written notice from Seller to Purchaser and Escrow Agent delivered on or prior to the Closing Date, and Purchaser fails to cure such default within (5) days of such notice, this Agreement shall terminate, the Earnest Money shall be paid to the Seller, and any interest earned thereon shall be paid to Purchaser, and neither party shall have any further obligation to the other.

ARTICLE 6. **CLOSING**

6.1 Closing. The Closing shall occur on the later of (i) thirty (30) days after the Termination Deadline or (ii) five (5) days following the ROFR Waiver pursuant to Section 14.8 ("Closing Date") through an escrow with the Title Company, unless the parties mutually agree in writing upon another place, time or date. In addition, Seller shall have the right to extend the Closing Date to the first of the month following the scheduled Closing Date (or, if such date is not a Business Day, the preceding Business Day), by providing written notice to Purchaser of such extension. The parties will deliver required closing documents and funds to the Escrow Holder by overnight delivery service, fax, email and wire transfers.

6.2 Seller's Obligations at Closing. At the Closing, Seller shall deliver to Escrow Holder the following documents (the "Closing Documents"):

(a) a Special Warranty Deed (herein so called), in form and substance as set forth on **Exhibit "C"** attached hereto, duly executed and acknowledged by Seller, conveying fee simple title to the Land and Improvements located thereon, subject only to the Permitted Encumbrances;

(b) an Assignment and Assumption of Leases (herein so called), in form and substance as set forth on **Exhibit "D"** attached hereto, duly executed by Seller and Purchaser, conveying the Tenant Leases and Deposits for the Property to Purchaser;

(c) a Bill of Sale (herein so called), in form and substance as set forth on **Exhibit "E"** attached hereto, duly executed by Seller, conveying the Personal Property, Books and Records and Plans owned by Seller for the Property to Purchaser;

(d) a General Assignment and Assumption (herein so called), in form and substance as set forth on **Exhibit "F"** attached hereto, duly executed by Seller and Purchaser, conveying the Licenses and Permits, Contracts and Warranties and Guaranties, and Intangible Property owned by Seller for the Property to Purchaser;

(e) A form of Notice Letter (herein so called) originally executed by Seller and addressed to Tenants under the Tenant Leases, in form and substance as set forth in **Exhibit "G"** attached hereto;

(f) A FIRPTA and Owner's Affidavit in form and substance substantially as set forth in **Exhibit "H"** attached hereto;

(g) all sums due Purchaser under the prorations provisions of Article 7 below; provided, however, at the election of Seller, such sums may instead be credited against the Purchase Price to be paid by Purchaser to Seller under Section 6.3 below;

(h) a certificate of a duly authorized signatory for the Seller, reflecting the authorization of (i) the actions to be taken by Seller under this Agreement and (ii) the execution and delivery of this Agreement, the Closing Documents and all other documents required to be executed and delivered by Seller pursuant to this Agreement and/or as customarily required by the Title Company;

(i) all Tenant Leases and Books and Records (originals when available or photocopies if not available) in the possession of Seller; and

(j) all keys and combinations to all locks and equipment at the Property in Seller's possession;

(k) all Plans in Seller's possession or reasonable control;

(l) all Contracts in Seller's possession or reasonable control;

(m) a counterpart of a closing statement approved by Purchaser and Seller, executed by Seller; and

(n) an updated Rent Roll dated not more than five (5) Business Days prior to the Closing Date, certified by Seller as true, correct and complete in all material respects.

6.3 Purchaser's Obligations at Closing. At Closing, Purchaser shall deliver to Escrow Holder the following:

(a) the balance of the Purchase Price, by wire transfer of immediately available funds to the account of the Escrow Holder;

(b) executed counterparts of the Assignment and Assumption of Leases and General Assignment and Assumption, originally executed and acknowledged (where applicable) by Purchaser;

(c) a certificate of an authorized officer, general partner or managing member of Purchaser, as applicable, reflecting the authorization of (i) the actions to be taken by Purchaser under this Agreement, (ii) the execution and delivery of this Agreement, the Closing Documents and all other documents to be executed and delivered by Purchaser pursuant to this Agreement and/or as customarily required by the Title Company, and (iii) the payment of the Purchase Price; and

(d) a counterpart of a closing statement approved by Purchaser and Seller, executed by Purchaser.

6.4 Closing Costs. Except as otherwise expressly provided herein, Seller shall pay (i) all State, county, municipal and other applicable transfer taxes and/or documentary stamps, (ii) Seller's share of prorations, (iii) all recording charges for the deed, (iv) all costs related to the issuance of the Title Commitment and the premium for a basic owner's Title Policy, (v) the cost of satisfying any Monetary Liens, including any defeasance fees or related costs, (vi) one-half (1/2) of any escrow fees and other customary charges of the Escrow Holder (if any); and (vii) all other items normally paid by sellers in real estate transactions in Dallas County. Purchaser shall pay (i) Purchaser's share of prorations, (ii) one-half (1/2) of any escrow fees and other customary charges of the Escrow Holder (if any), (iii) the cost of any extended coverage or other endorsements or additional coverage of the Title Policy required by Purchaser and all title search and examination fees related thereto, (iv) mortgage recording taxes (v) the cost of any updated survey required by Purchaser, and all other items normally paid by purchasers in real estate transactions in Dallas County. Except as otherwise provided herein, each party shall pay its own attorneys' fees.

6.5 Defeasance. Purchaser acknowledges that Seller has advised that the Seller's existing loan for the property (the "**Loan**") is presently locked out from prepayment, and Seller and Purchaser each acknowledge that the sale of the Property cannot be accomplished without the

defeasance of the Loan. Subject to the terms of this Agreement, Seller shall use good faith and diligent efforts to (i) pursue the Defeasance, (ii) satisfy all requirements in connection therewith, and (iii) promptly respond to requests of the professional defeasance company coordinating the Defeasance. Purchaser shall use its commercially reasonable efforts to cause itself and any lenders (if any) to cooperate with all aspects of the Defeasance, specifically including (i) scheduling a soft-closing on the day preceding the Closing Date, and depositing in escrow on such date executed originals of all Closing documents (including Purchaser's financing documents and Closing statements), on or before 2:00 PM CST on the day prior to the Closing Date, and (ii) wiring all required Closing funds by 10:00 AM CST on the Closing Date. Seller shall be responsible for all costs and fees in connection with the Defeasance in accordance with the terms of the Defeasance documents. Notwithstanding the foregoing, in the event the Defeasance fails to occur due to a default of Purchaser under this Agreement, Purchaser shall be responsible for all breakage costs and any other termination fees in connection therewith.

ARTICLE 7. **PRORATIONS**

7.1 The following shall be apportioned and adjusted between Seller and Purchaser as of 11:59 p.m. on the day preceding the Closing Date, with the portion applicable to the periods beginning as of such time credited or charged to Purchaser and the portion applicable to periods ending prior to such time credited or charged to Seller, except as otherwise specified:

(a) rents and additional rents under or in respect of the Tenant Leases, as, when and to the extent actually collected, on the basis of the period for which payable under the applicable Tenant Lease and apportioned on the basis of the actual number of days in such period. Prepaid rents for periods following the Closing Date shall be credited to Purchaser at Closing. Uncollected rent will not be prorated;

(b) real property taxes and other like and similar municipal taxes and charges against the Property, each on the basis of the fiscal year or other period for which assessed, and apportioned upon the basis of the actual number of days in such year or period;

(c) subject to Section 7.5, electric, gas, steam, water, sewer and other public utility charges for services furnished to the Property, on the basis of the actual number of days in any period covered by the charge being apportioned (except that no apportionment shall be made for any of such items as are furnished and charged by the applicable utility company directly to Tenants under the Tenant Leases); and

(d) charges under the Contracts to be assigned by Seller to Purchaser in accordance with Section 14.4, on the basis of the actual number of days in any period covered by the charge being apportioned. Seller shall pay, at or prior to the Closing, all installments or amounts of items which are being apportioned under this Section which became due and payable prior to the Closing Date. Any upfront cable or laundry bonus, commissions or similar payments paid to Seller under any Contracts that are being assigned to Purchaser at Closing shall not be prorated.

7.2 Seller shall pay all unpaid commissions, fees and other charges due on or prior to the Closing to real estate brokers or other Persons with respect to any Tenant Lease beginning prior to the Closing Date. If the Closing occurs, then Purchaser shall be responsible for commissions, fees, or other charges due to real estate brokers not employed by or affiliated with Seller with respect to Tenant Leases.

7.3 If the Closing occurs before a new real property or other applicable tax rate or charge of a Governmental Entity is fixed, then the apportionment of such tax or charge at the Closing shall be based upon the basis of (i) the assessed value of the Property for the year of the Closing, if known, or the assessed value of the Property for the year before the Closing, if such value is not known, multiplied by (ii) the tax rates for the year of the Closing, if known, or the rates for the year before the Closing, if not known. Seller shall be responsible for the payment of any such real estate and personal property taxes that are delinquent before Closing. Promptly after the new tax rate has been fixed, the apportionment of such tax or charge made at the Closing shall be recalculated and any reimbursement owed by Purchaser to Seller or Seller to Purchaser, as the case may be, shall be paid promptly after such recalculation. If there is an appeal by Seller or Seller's agent with respect to any real property or other applicable tax pending as of the Closing Date relating to such amounts during the current calendar year, then Seller shall control such appeal after Closing, subject to Purchaser's right to consent to any settlement. If Purchaser appeals the real property or other applicable tax (or controls a tax protest) and is successful, Purchaser agrees to pay Seller the portion of such award applicable to Seller's period of ownership (after deducting Purchaser's and Seller's reasonable out of pocket costs and expenses, and reimburse Seller for Seller's costs). If there are any pending appeals relating to prior calendar years, then Seller shall be entitled to control such appeals and all proceeds relating to any such prior calendar year appeals. The parties agree to repropertize/true-up on Property taxes within 30 days of receipt of the 2022 tax bill or assessment.

7.4 Payments received from such Tenant after the Closing shall be applied in the following order of priority: first, to non-delinquent rents due for the month of Closing, second, to current and delinquent rents and other sums due Purchaser after Closing and the balance to any delinquent rents and other sums due Seller prior to Closing; provided, however, any collections attributable to COVID rental assistance programs shall be pro-rated between Seller and Purchaser in accordance with the period to which such assistance is attributable (i.e., prior to or after Closing). If any payments from a Tenant received by Purchaser or Seller after the Closing are payable to the other party by reason of this Section, then the appropriate sum shall be promptly paid to the other party. After the Closing, Seller may bring, in Seller's name and at Seller's expense, an action against any delinquent Tenant to collect rent, additional rent, or other payments due Seller for a period prior to the Closing Date, together with the cost of collection thereof; but in no event shall Seller seek any remedy other than collection of funds from the particular Tenant. Seller shall not interfere with other Tenants of the Property and shall comply with all applicable laws in connection with its collection of delinquent sums pursuant to the terms of this paragraph. Notwithstanding anything contained herein to the contrary, nothing shall prevent Purchaser from commencing eviction proceedings against any Tenant for non-payment of current rents as they become due or for non-payment of rents due to Seller prior to Closing. Purchaser's obligations related to

assistance to collect Delinquent rents shall expire within 60 days post-Closing, but Seller shall retain the right to continue such collection.

7.5 The apportionment of utility charges shall be made upon the basis of charges shown on the latest available bills of such utilities. The charges shown on such available bills for periods prior to the Closing Date shall be paid by Seller, and for the period from the date of each such last available utility bill to the Closing Date an apportionment shall be made based on the amount charged for the period covered by such last available bill. Notwithstanding the foregoing, Seller will endeavor to cause the respective utility companies to read their meters or fix their charges to the Closing Date, in which event Seller shall pay such charges, when billed, to the Closing Date, and Purchaser shall pay such charges from and after the Closing Date and/or promptly reimburse Seller for any such charges paid by Seller for any period subsequent to the Closing Date.

7.6 At the Closing, Seller shall be entitled to the return of all deposits or escrows held for Seller's account at or by any public utility company in connection with utility services furnished to the Property, and shall receive a credit against the Purchase Price for any such amounts remaining on deposit or in escrow after Closing, provided such Seller's right to such deposits are assigned to Purchaser at Closing. Prior to the Closing Date, Purchaser shall notify all such public utilities in writing of the applicable transfer of service.

7.7 If any item covered by this Article cannot be apportioned because the same has not been (or cannot be) fully ascertained on the Closing Date, or if any error has been made with respect to any apportionment, then such item shall be apportioned (or corrected, as applicable) as soon as the same is fully ascertained, but no later than sixty (60) days after the Closing Date (or if later and only with respect to the proration of taxes no later than thirty (30) days after the final tax rates and values as provided by the applicable Governmental Entity), and shall be paid within ten (10) days thereafter by the appropriate party. Any Property-related bills received after Closing related to the period prior to Closing shall be promptly paid by Seller.

7.8 Subject to the provisions of Section 7.3, real estate tax refunds and credits received after the Closing which are attributable to the fiscal tax year during which the Closing Date occurs shall be apportioned between Seller and Purchaser, pursuant to this Article.

7.9 If, as of the Closing Date, the Property shall be (or shall have become) subject to a special or local assessment or charge of any kind (whether or not yet a lien), then Seller shall pay all installments thereof attributable to periods prior to the Closing Date or due and payable prior to the Closing Date; provided, however, any installment thereof attributable to a period from and after the Closing Date shall be apportioned at the Closing in the same manner as for taxes under Section 7.1(b). Purchaser shall be responsible for all installments of such assessment attributable to the period from and after the Closing Date.

7.10 In the event either Purchaser or Seller shall owe the other any money as a result of the terms of this Article 7 (whether at Closing or thereafter), then the party owing such money shall pay the other party such money promptly, as soon as the amount is finally determined.

7.11 At Closing, Purchaser shall receive a credit against the Purchase Price equal to the

amount of refundable Deposits required under the Tenant Leases in effect as of the Closing Date. Seller will not use any Deposits for rent or any other defaults by Tenants after the Effective Date, unless the applicable Tenant Lease has been terminated by Seller.

7.12 This Article 7, and all rights and duties of the parties hereunder, shall survive the Closing.

ARTICLE 8.
REPRESENTATIONS AND WARRANTIES OF SELLER

8.1 (a) PURCHASER ACKNOWLEDGES AND AGREES THAT EXCEPT AS TO THE REPRESENTATIONS AND WARRANTIES OF SELLER CONTAINED IN THIS AGREEMENT AND IN THE DOCUMENTS DELIVERED AT CLOSING, SELLER IS NOT MAKING, AND HEREBY SPECIFICALLY DISCLAIMS MAKING ANY WARRANTY, GUARANTY OR REPRESENTATION, OF ANY KIND OR CHARACTER, WHETHER EXPRESS, IMPLIED, STATUTORY OR ARISING BY OPERATION OF LAW, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (I) THE PHYSICAL AND ENVIRONMENTAL NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) OR THE COMPLIANCE OF THE PROPERTY WITH ANY AND ALL APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS; (II) THE NATURE AND EXTENT OF ANY RIGHT OF WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHER MATTER AFFECTING TITLE; (III) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, STATUTES, ORDINANCES, RULES, REQUIREMENTS OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY; (IV) THE ECONOMIC VIABILITY OR MARKETABILITY OF THE PROPERTY; (V) TAX MATTERS PERTAINING TO THE TRANSACTION CONTEMPLATED HEREBY; (VI) THE ACCURACY OR COMPLETENESS OF ANY REPORTS OR OTHER INFORMATION FURNISHED BY SELLER TO PURCHASER WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ENGINEERING, FINANCIAL, ENVIRONMENTAL OR OTHER REPORTS, STUDIES OR INVESTIGATIONS, IF ANY; (VII) VALUATION; (VIII) HABITABILITY; (IX) MERCHANTABILITY; OR (X) SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER CONTAINED IN THIS AGREEMENT AND SELLER'S WARRANTIES CONTAINED IN THE DOCUMENTS TO BE DELIVERED AT CLOSING, PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT ITS PURCHASE OF THE PROPERTY IS BEING MADE ON AN "AS IS" BASIS, "WITH ALL FAULTS", AND UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, WITHOUT LIMITATION, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY EXIST WITH RESPECT TO THE PROPERTY AND WITH FULL KNOWLEDGE AND

ACCEPTANCE BY PURCHASER OF ALL INFORMATION AND MATTERS DISCLOSED IN ANY AND ALL REPORTS, STUDIES, ASSESSMENTS, INVESTIGATIONS, PROPOSALS AND DOCUMENTS FURNISHED TO, OR OBTAINED BY, PURCHASER WITH RESPECT TO THE PROPERTY. FURTHER, PURCHASER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL (1) AGREEMENTS, (2) WARRANTIES OR (3) REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE TRANSACTION CONTEMPLATED HEREBY WHICH HAVE BEEN MADE BY SELLER OR ANY THIRD PARTY.

(b) EXCEPT AS TO THE REPRESENTATIONS AND WARRANTIES OF SELLER CONTAINED IN THIS AGREEMENT AND IN THE DOCUMENTS DELIVERED AT CLOSING, FACTUAL INFORMATION RELATED TO PROPERTY TAXES, UTILITY INFORMATION, FINANCIAL PROJECTIONS, PROPERTY DIMENSIONS, SQUARE FOOTAGE, OR SKETCHES SHOWN TO PURCHASER OR SET FORTH HEREIN ARE OR MAY BE APPROXIMATE. PURCHASER REPRESENTS TO SELLER THAT, PURCHASER HAS OR SHALL HAVE, PRIOR TO THE END OF THE TERMINATION DEADLINE, INSPECTED AND VERIFIED SUCH FACTS AND INFORMATION TO PURCHASER'S SATISFACTION, AND THAT NO LIABILITY FOR ANY INACCURACIES, ERRORS OR OMISSIONS WITH RESPECT THERETO IS ASSUMED BY SELLER OR OTHER AGENTS OR REPRESENTATIVES OF SELLER. PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT SALES BROCHURES AND OTHER DOCUMENTS, IF ANY, DELIVERED TO PURCHASER (THE "PROPERTY DOCUMENTS") BOTH PRIOR TO AND FOLLOWING THE DATE OF THIS AGREEMENT, MAY HAVE BEEN PREPARED BY PARTIES OTHER THAN SELLER AND THAT SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE COMPLETENESS, CONTENT OR ACCURACY OF THE PROPERTY DOCUMENTS, PROVIDED HOWEVER, SELLER REPRESENTS THAT NONE OF THE INFORMATION PROVIDED TO PURCHASER HAS BEEN ALTERED (AND NO INFORMATION HAS BEEN WITHHELD) AND SELLER HAS NO CURRENT ACTUAL KNOWLEDGE THAT ANY OF THE INFORMATION PROVIDED IS INCORRECT.

(c) IN THE EVENT THAT FROM AND AFTER THE CLOSING ANY INVESTIGATION, REMOVAL, ABATEMENT, REMEDIATION, OR OTHER CORRECTIVE ACTION IS AT ANY TIME REQUIRED IN CONNECTION WITH THE PROPERTY AS A RESULT OF THE PRESENCE OF ANY ENVIRONMENTAL PROBLEMS, HAZARDOUS MATERIALS, OR ENVIRONMENTAL CONTAMINATION (AS EACH SUCH TERM IS DEFINED IN ANY AND ALL APPLICABLE ENVIRONMENTAL LAWS) AT OR ON THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ASBESTOS AND PETROLEUM PRODUCTS AND BYPRODUCTS AND ANY CONSTITUENTS THEREOF, WHICH OCCURS AFTER THE DATE OF THIS AGREEMENT, PURCHASER ACKNOWLEDGES AND AGREES THAT EXCEPT AS SET FORTH IN THIS AGREEMENT SELLER HAS NO DUTY OR OBLIGATION TO PERFORM OR CAUSE TO BE PERFORMED ANY SUCH INVESTIGATION, REMOVAL, REMEDIATION, OR CORRECTIVE ACTION.

(d) "ENVIRONMENTAL LAWS" INCLUDES, BUT IS NOT LIMITED TO, THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. §6901, ET SEQ.), THE

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT (42 U.S.C. §9601, ET SEQ.); THE CLEAN AIR ACT (42 U.S.C. §4701, ET SEQ.); THE EMERGENCY PLANNING AND COMMUNITY RIGHT-TO-KNOW ACT (42 U.S.C. §1101, ET SEQ.); THE HAZARDOUS SUBSTANCE TRANSPORTATION ACT OF 1974 (49 U.S.C. §1801, ET SEQ.); THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. §1251, ET SEQ.); THE FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT (7 U.S.C. §137, ET SEQ.); THE SAFE DRINKING WATER ACT (42 U.S.C. §3001, ET SEQ.); AND THE TOXIC SUBSTANCE CONTROL ACT (15 U.S.C. §2601, ET SEQ.), AS ANY OF THE SAME MAY BE AMENDED FROM TIME TO TIME, AND ANY COMPARABLE OR SUCCESSOR PROVISIONS OF FEDERAL, STATE OR LOCAL LAW, AND ANY REGULATIONS, ORDERS, RULES, PROCEDURES, GUIDELINES AND THE LIKE PROMULGATED IN CONNECTION THEREWITH.

(e) PURCHASER ACKNOWLEDGES AND AGREES THAT ANY AND ALL REPORTS, STUDIES, ASSESSMENTS AND OTHER DOCUMENTS FURNISHED BY SELLER AND PREPARED BY THIRD PARTIES ("THIRD PARTY REPORTS"), EVEN IF AT THE DIRECTION OF SELLER, ARE PROVIDED TO PURCHASER AS AN ACCOMMODATION, WITHOUT ANY REPRESENTATION OR WARRANTY REGARDING THE COMPLETENESS OR CORRECTNESS OF SAME. PURCHASER SHALL NOT HOLD SELLER LIABLE FOR ANY INACCURACIES OR INCOMPLETION OF THIRD PARTY REPORTS, PROVIDED HOWEVER, SELLER REPRESENTS THAT NONE OF THE INFORMATION PROVIDED TO PURCHASER HAS BEEN ALTERED (AND NO INFORMATION HAS BEEN WITHHELD) AND SELLER HAS NO CURRENT ACTUAL KNOWLEDGE THAT ANY OF THE INFORMATION PROVIDED IS INCORRECT.

(f) ADDITIONALLY, SUBJECT TO THE REPRESENTATIONS, WARRANTIES AND COVENANTS CONTAINED IN THIS AGREEMENT AND IN THE DOCUMENTS DELIVERED AT CLOSING, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF, PURCHASER ACKNOWLEDGES THAT NO PERSON HAS MADE ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE, IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER UNLESS EXPRESSLY SET FORTH HEREIN.

(g) **THE PROVISIONS OF THIS SECTION 8.1 ARE MATERIAL AND INCLUDED AS A MATERIAL PORTION OF THE CONSIDERATION GIVEN TO SELLER BY PURCHASER IN EXCHANGE FOR SELLER'S PERFORMANCE HEREUNDER, AND SPECIFICALLY INCLUDING NEGOTIATION OF THE AMOUNT OF THE PURCHASE PRICE SET FORTH HEREIN.**

8.2 Representations and Warranties of Seller. Seller represents and warrants to Purchaser as follows, which representations and warranties shall be true and correct as of the date hereof and as of the Closing Date:

(a) **Rent Roll.** The rent roll dated and provided to Purchaser pursuant to Article 4 is a true, correct and complete copy of the most recent rent roll covering the Property (the "Rent Roll"). The Rent Roll in all material respects accurately sets forth for each Tenant Lease as of the date of the Rent Roll, the unit number, tenant name, rental, lease expiration date, and security deposit or other deposits, if any, provided for thereunder.

(b) **Authority, Actions of Seller, Authorization and Consents.**

(i) Seller is a limited liability company duly organized and validly existing under the laws of the State of Texas. There are no other approvals, authorizations, consents or other actions by or filings with any Person which are required to be obtained or completed by Seller in connection with the execution and delivery of this Agreement or any of the Closing Documents (or any other agreement or instrument required hereunder) or the sale or assignment of the Property or in connection with any other action required to be taken by Seller hereunder that will not be received prior to the Closing.

(ii) Neither the execution and delivery of this Agreement or the Closing Documents by Seller nor the consummation of the transaction contemplated hereby will: (A) violate any provision of Seller's certificate of formation, limited partnership agreement or any other governing documents of Seller; (B) violate, conflict with or result in a breach or termination of, or give any other party the right to terminate, or constitute a default under the terms of, any agreement to which Seller is a party or by which it is bound; (C) violate any judgment, order, injunction, award or decree of any Governmental Entity against or binding upon Seller or upon the Property or business of Seller; or (D) constitute a violation by Seller of any applicable law or regulation to which Seller is subject.

(iii) This Agreement is valid and enforceable against Seller in accordance with its terms. Each instrument to be executed by Seller pursuant to this Agreement or in connection herewith prior to the Closing including the Closing Documents will, when executed and delivered, be valid and enforceable against Seller, in accordance with its terms.

(c) **Legal Proceedings.** There are no pending or, to the best knowledge of Seller, threatened or contemplated, Legal Proceedings against Seller or otherwise pertaining to the Property, Seller's interest therein or on Seller's performance of its obligations under this Agreement or the Closing Documents, or pending public improvements, liens, or special assessments in, about, or outside the Property that will affect the Property or access to it, other than Tenant eviction or similar proceedings in the ordinary course of Seller's business.

(d) **FIRPTA.** Seller is not a foreign person within the meaning of Section 1445(b) (2) of the Internal Revenue Code of 1986, as amended.

(e) **Documents Delivered.** The Tenants Leases, Plans, Books and Records, Contracts and all other property information listed in Section 4.1 made available for inspection by Purchaser or delivered by Seller to Purchaser for inspection shall be true, correct and complete copies of the documents in Seller's files. Except for the Contracts delivered to Purchaser pursuant

to the provisions hereof, to Seller's knowledge, there is no agreement, in writing or otherwise, between Seller and any other person for service, supply, maintenance, management or the operation of the Property or any portion of the business conducted thereon.

(f) **Anti-Terrorism Laws.** Seller is not, and will not become, a person or entity with whom Purchaser is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, "Anti-Terrorism Laws"), including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List.

(g) **Defaults.** To the actual knowledge of Seller, Seller has not received any written notice of a default by Seller under any one or more of the Permitted Encumbrances or the Contracts which has not been corrected or cured.

(h) **Condemnation.** Seller has not received any written notice of, and has no actual knowledge of any existing, proposed or contemplated plan to widen, modify or realign any street or highway or any existing, proposed or contemplated eminent domain or condemnation proceeding that would materially affect the Property.

(i) **No Notice of Violations.** To the actual knowledge of Seller, Seller has not received any written notice concerning any violations of any ordinances, rules, laws, regulations or other action of any government agency, which has not been corrected as required in the notice. Seller shall promptly provide Purchaser with a copy of any such notices received after the Effective Date. To Seller's actual knowledge, Seller's performance of this Agreement will not result in any breach of, constitute any default under, or result in imposition of any lien or encumbrance on the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound.

(j) That the Seller will maintain the physical condition of the Premises in the same condition that it presently exists through the date of Closing, and operate same and carry on its business as Seller would in the normal course of operating the Premises ordinary wear and tear, casualty and condemnation excepted. All tangible properties and assets of Seller will be repaired and maintained in accordance with Seller's usual and ordinary maintenance standards.

(k) That there are no outstanding unrecorded agreements with any adjacent landowner, utility company, governmental agency or division, or with any entity furnishing any utility services to the Premises not otherwise addressed herein or disclosed to Purchaser by Seller.

(l) Other than as found or contained in normal and customary materials and supplies used in connection with the operation of the Premises, Seller has not treated, stored or

disposed of any Hazardous Materials on the Premises. As used in this Agreement, the term "Hazardous Materials" means any hazardous or toxic substances, material or wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101) or by the Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302) and amendments thereto, or such substances, materials constituents, and wastes which are currently regulated under any applicable local, state, or federal law including, without limitation: (i) petroleum, gasoline or other petroleum derivatives, or additives to gasoline or other petroleum derivative; (ii) asbestos or asbestos-containing materials; (iii) polychlorinated biphenyls; (iv) designated as "hazardous substance" pursuant to Section 307 of the Clean Water Act (33 U.S.C. 1317); (v) defined as "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. 6903; (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Recovery Act, 42 U.S.C. 9601 et seq.; (vii) any substance the nature, use, manufacture, or effect of which render it subject to federal, state or local regulation, investigation, removal, or remediation as potentially hazardous or toxic, injurious to human health or welfare, or injurious to the environment.

(m) There is a valid Certificate of Occupancy on the Properties.

(n) Seller has not transferred any air or development rights with respect to the Premises.

(o) No brokerage or leasing commissions or other compensation are or will be due and payable to any individual, firm or entity with respect to any Lease or any extension or renewal of any Lease, and Purchaser shall not be responsible after the Closing for any such brokerage or leasing commission.

(p) There are no options to purchase, rights of first refusal, conditional sales agreements, whether oral or written, which affect all or any portion of the Premises.

8.3 Survival. The representations and warranties of Seller set forth in this Article 8 and anywhere else in this Agreement (unless expressly stated otherwise) shall survive the Closing of the transaction contemplated in this Agreement and the delivery of the Special Warranty Deed from Seller to Purchaser for a period of six (6) months from and after the Closing Date.

8.4 Indemnification. Seller agrees to indemnify and hold Purchaser harmless from and against any and all loss, claim, liability or expense, including reasonable attorneys' fees, arising as a result of (i) any personal injury or property damage occurring on or about the Property prior to the Closing Date, or (ii) any breach by Seller of any obligation or agreement relating to Seller's acquisition of the Property. Purchaser agrees to indemnify and hold Seller harmless from and against any and all loss, claim, liability or expense, including reasonable attorneys' fees, arising as a result of any personal injury or property damage occurring on or about the Property from and after the Closing Date. The provisions of this Section 8.4 shall survive the Closing.

ARTICLE 9.
REPRESENTATIONS AND WARRANTIES OF PURCHASER

9.1 Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as follows, which representations and warranties shall be true and correct as of the date hereof and as of the Closing Date:

(a) **Authority, Actions of Purchaser and Authorization.** Purchaser is a limited liability company duly organized and validly existing under the laws of Delaware. Purchaser has all necessary power and lawful authority to own and operate its assets and properties, including, but not limited to the Property, and to carry on its business (including all business contemplated under this Agreement and the Closing Documents). The execution and delivery by Purchaser of this Agreement and the Closing Documents, and the consummation by Purchaser of the transactions contemplated thereby, have been duly authorized by all necessary action of Purchaser. There are no other approvals, authorizations, consents or other actions by or filings with any Person which are required to be obtained or completed by Purchaser in connection with the execution and delivery of this Agreement or any of the Closing Documents (or any other agreement or instrument required hereunder) or the sale or assignment of the Property or in connection with any other action required to be taken by Purchaser hereunder at or before the Closing.

(b) **Consents.** Neither the execution and delivery of this Agreement or the Closing Documents by Purchaser nor the consummation of the transaction contemplated hereby will: (i) violate, conflict with or result in a breach or termination of, or give any other party the right to terminate, or constitute a default under the terms of, any agreement to which Purchaser is a party or by which it is bound; (ii) violate any judgment, order, injunction, award or decree of any Governmental Entity against or binding upon Purchaser or upon the property or business of Purchaser; or (iii) constitute a violation by Purchaser of any applicable law or regulation to which Purchaser is subject.

(c) **Anti-Terrorism Laws.** Purchaser is not, and will not be, a person or entity with whom Seller is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, "Anti-Terrorism Laws"), including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List.

(d) **Authority.** Purchaser and the individual signing this Agreement on behalf of Purchaser, has the full legal power, authority and right to execute and deliver, and to perform their legal obligations under this Agreement. Purchaser's performance hereunder and the transactions contemplated hereby have been duly authorized by all requisite action on the part of Purchaser, and no remaining action is required to make this Agreement binding on Purchaser.

9.2 Survival. The representations and warranties of Purchaser set forth in this Article 9 and anywhere else in this Agreement (unless expressly stated otherwise) shall survive the Closing of the transaction contemplated in this Agreement and delivery of the Special Warranty Deed from Seller to Purchaser for a period of six (6) months from and after the Closing Date.

ARTICLE 10.
RISK OF LOSS

10.1 Casualty. Seller assumes all risks for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause (a "Casualty") until the Closing. Immediately after Seller has received notice of the occurrence of any Casualty between the date hereof and the Closing, Seller shall give Purchaser written notice thereof (a "Casualty Notice"), which Casualty Notice shall state the type, location and amount of damage to any of the Property and Seller's good faith estimate of the cost to complete repairs of such Casualty.

(a) Subject to subsection (c) hereof, if prior to the Closing such a Casualty shall occur and the estimated cost to complete repairs of such Casualty shall equal \$500,000.00 or more, then in any such event, Purchaser may, at its sole option, terminate this Agreement by written notice to Seller (the "Casualty Termination Notice") within ten (10) Business Days after Purchaser has received the Casualty Notice (provided, however, if the Closing is scheduled for a date which is less than ten days after Purchaser's receipt of the Casualty Notice the Closing shall be postponed until ten days after Purchaser's receipt of the Casualty Notice), in which event if Purchaser so elects to terminate, this Agreement shall be null and void, the Earnest Money shall be returned to Purchaser and neither party shall have any further liability or obligations to the other (except as specifically provided in this Agreement).

(b) If (i) Purchaser does not elect to terminate this Agreement if the cost to complete repairs to such Casualty shall equal \$500,000.00 or more, or (ii) the cost to complete repairs of such Casualty shall be less than \$500,000.00, then the Closing shall take place as provided herein, and at the Closing there shall be assigned to Purchaser all of Seller's right, title and interest in and to any insurance policies covering such Casualty (including rental interruption insurance for the period from and after the Closing Date) and all proceeds to be paid thereunder, and Seller shall credit against the Purchase Price, at Closing, an amount equal to the deductible under such policy applicable to such casualty. Seller shall not amend its insurance coverage of the Property without Purchaser's prior consent, which consent shall not be unreasonably withheld or delayed. Seller shall be solely responsible to obtain consent from its insurance carrier for the assignment of the policy and proceeds to the Purchaser. In the event that Seller is unable to obtain consent from its insurance carrier, Purchaser shall have the right to: 1) terminate this Agreement and shall receive a return of all the Earnest Money; or 2) proceed to Closing and receive a credit from the Seller's proceeds of an amount equal to the total cost of repair to the Property.

10.2 Condemnation. If, prior to the Closing, an action is threatened in writing or initiated to take or condemn any portion of the Property by eminent domain proceedings or by deed in lieu thereof, and if any such taking or condemnation could result in the taking of any rentable square feet of improvements at the Property, any access to the Property or any parking for the Property (each, a "Condemnation"), Seller, upon receipt of written notice of such action from

any Governmental Entity, shall immediately give Purchaser written notice of such Condemnation stating the amount, type and location of such Condemnation (a "Condemnation Notice"), Purchaser may, at its sole option, either (a) terminate this Agreement by written notification, within ten Business Days after Purchaser has received the Condemnation Notice (provided, however, if the Closing is scheduled for a date which is less than ten Business Days after Purchaser's receipt of the Condemnation Notice the Closing shall be adjourned until ten days after Purchaser's receipt of the Condemnation Notice) in which event if Purchaser so elects to terminate, this Agreement shall be null and void, the Earnest Money shall be returned to Purchaser and neither party shall have any further liability or obligations to the other (except as specifically provided in this Agreement), or (b) consummate the Closing, in which latter event the award of the condemning authority shall be assigned to Purchaser at the Closing, in form and substance reasonably satisfactory to Seller and Purchaser. So long as this Agreement has not been terminated, Seller shall not consent to any condemnation award concerning the Property without first having obtained Purchaser's consent, which consent shall not be unreasonably withheld or delayed.

ARTICLE 11.

DEFAULT

11.1 Permitted Termination. If this Agreement is terminated by either party pursuant to a right expressly given to it hereunder (a "Permitted Termination"), neither party shall have any further obligation to the other party except as expressly provided in the Agreement.

11.2 Default Remedies of Purchaser.

(a) Seller shall be in default hereunder upon the occurrence of any one or more of the following events:

(i) any of Seller's warranties or representations set forth herein are untrue or inaccurate in any material respect and Seller fails to cure the condition rendering such warranty or representation untrue or inaccurate within ten (10) days after notice from Purchaser of such untruth or inaccuracy; or

(ii) Seller shall fail to meet, comply with or perform in any material respect any covenant, agreement, or obligation on its part required, within the time limits and in the manner required in this Agreement or, if no such time limits are set forth, within ten (10) days after notice from Purchaser of such failure, for any reason other than a Permitted Termination.

(b) In the event of a default by Seller under this Section 11.2, Purchaser may, at Purchaser's sole option, do any of the following:

(i) terminate this Agreement by written notice delivered to Seller and Escrow Agent at or prior to the Closing, in which event the Earnest Money and all interest earned thereon shall be returned to Purchaser as well as its out-of-pocket expenses to date (not to exceed \$150,000), in which event neither party shall have any rights, duties or obligations hereunder other than the obligations and rights set forth herein and those that expressly survive the termination of this Agreement, and the Escrow Agent shall return the Earnest Money to Purchaser; or

(ii) enforce specific performance of this Agreement against Seller, provided that any action for specific performance must be brought no later than sixty (60) days after the last scheduled Closing Date.

(c) Notwithstanding anything to the contrary contained in this Agreement, Purchaser agrees that its recourse against Seller under this Agreement or under any other agreement, documents, certificate or instrument delivered by Seller to Purchaser, or under any law applicable to the Property or this transaction, shall be strictly limited to the greater of the Liability Cap (defined below) and Seller's interest in the Property (or upon consummation of the transaction contemplated hereunder, to the net proceeds of the sale thereof actually received by Seller), and in no event shall Purchaser seek or obtain any recovery or judgment against any of Seller's members, partners, or shareholders, as the case may be (or their constituent members, partners, or shareholders, as the case may be) or any director, officer, employee or shareholder of any of the foregoing. Purchaser agrees that Seller shall have no liability to Purchaser for any breach of Seller's representations or warranties hereunder unless the valid claims for all such breaches collectively aggregate more than \$20,000, in which event the full amount of such valid claims shall be actionable, up to the cap set forth in the following sentence. Further, Purchaser agrees that any recovery against Seller for any breach of Seller's representations or warranties hereunder shall be limited to Purchaser's actual damages not in excess of \$750,000.00 (the "Liability Cap") in the aggregate, and that in no event shall Purchaser be entitled to seek or obtain any other damages of any kind for any breach of Seller's representations or warranties hereunder including, without limitation, consequential, indirect or punitive damages.

11.3 Default Remedies of Seller.

(a) Purchaser shall be in default hereunder upon the occurrence of any one or more of the following events:

(i) any of Purchaser's warranties or representations set forth herein are untrue or inaccurate in any material respect and Purchaser fails to cure the condition rendering such representation or warranty untrue or inaccurate within ten (10) days after notice from Seller of such untruth or inaccuracy; or

(ii) Purchaser shall fail to meet, comply with or perform in any material respect any covenant, agreement, or obligation on its part required, within the time limits and in the manner required in this Agreement, or, if no such time limits are set forth, within ten (10) days after notice from Seller of such failure, for any reason other than a Permitted Termination.

(b) In the event of a default by Purchaser under this Section 11.3, Seller may, provided Seller is not in default of this Agreement, as its sole and exclusive remedy, terminate this Agreement by written notice delivered to Purchaser at or prior to the Closing, in which event Seller shall retain all of the Earnest Money actually deposited, it being agreed between Purchaser and Seller that such sum shall be liquidated damages for a default by Purchaser hereunder because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default and thereafter neither Seller nor Purchaser shall have any obligations to the other under this Agreement, except as specifically set forth herein. SELLER EXPRESSLY WAIVES ALL OF ITS OTHER

RIGHTS OR REMEDIES, AT LAW OR IN EQUITY FOR BREACH OF THIS AGREEMENT BY PURCHASER, INCLUDING BUT NOT LIMITED TO A SUIT TO ENFORCE SPECIFIC PERFORMANCE AND DAMAGES (EXCEPT THAT SELLER MAY BRING A LEGAL ACTION TO ENFORCE THE INDEMNIFICATION BY PURCHASER AS EXPRESSLY PROVIDED HEREIN). Notwithstanding anything to the contrary in this Agreement, none of Purchaser's members, partners, or shareholders, as the case may be (or their constituent members, partners, or shareholders, as the case may be) or any director, officer, employee or shareholder of any of the foregoing, shall be liable under this Agreement, and Seller shall look solely to the assets of Purchaser for the payment of any claim or the performance of any obligation by Purchaser. In no event shall either Purchaser or Seller be entitled to seek or obtain any other damages of any kind, including, without limitation, consequential, indirect or punitive damages.

ARTICLE 12. **FUTURE OPERATIONS**

12.1 Operations. Seller hereby agrees and covenants that from the date hereof through the Closing or earlier termination of this Agreement that Seller will:

1. not enter into any contract, agreement or other arrangement with regards to the Property which will be binding on Purchaser or the Property after the Closing, other than leasing of units at the Property at market rents and in accordance with past practices and customs, without the prior written approval of Purchaser. All new leases shall be on the form of lease currently used or such other form as may be approved by Purchaser in its reasonable discretion for a term not exceeding twelve (12) months. Any move-in incentives granted to tenants shall be consistent with those customarily provided in the ordinary course of Seller's business.

2. (i) manage the Property or cause the Property to be managed substantially in accordance with Seller's current practices, (ii) not voluntarily reduce staffing, regularly scheduled maintenance, supplies or inventory levels, (iii) maintain current leasing and marketing activities and, except in regards to a Casualty or Condemnation, repair and maintain the Property in its present condition, normal wear and tear excluded.

3. not initiate or consent to any zoning changes, liens or encumbrances of or against the Property without the prior written consent of Purchaser, and give Purchaser copies of all notices received by Current Owner with respect to any such matters.

4. not place any additional deed of trust or mortgage on the Property.

5. (i) continue all insurance policies relative to the Property currently in place in full force and effect, (ii) not remove any item of Personal Property from the Land or Improvements unless in the ordinary course of business or unless replaced by a comparable item of Personal Property, (iii) maintain all permits, licenses and occupancy certificates, including all development, building and use permits and certificates of occupancy required to operate the Property in compliance with applicable laws, (iv) perform, when due, all material obligations under any and all agreements relating to the Property; (v) promptly forward to Purchaser any written notices of code violations Seller receives and promptly cure the same and (vi) promptly

notify Purchaser of any fact of which Seller becomes aware that would cause any representations or warranties contained in this Agreement to become false.

6. with respect to any units that are not rent ready at Closing and have been vacant for more than seven (7) days prior to Closing, Purchaser shall receive a \$1,000.00 credit against the Purchase Price, or if greater for untenable units, the actual cost for repair.

ARTICLE 13. **BROKERS**

13.1 Except as provided in Section 6.4, Seller represents and warrants to Purchaser, and Purchaser represents warrants to Seller, that they know of no broker or finder who has claimed or who has the right to claim any fee, commission or other similar compensation in connection with the transaction contemplated by this Agreement other than Institutional Property Advisors ("Broker"), and that they have taken no actions which would form the basis for such a claim. Seller agrees to pay the Broker at Closing any commission owed in connection with this transaction, pursuant to a separate agreement.

13.2 Seller shall indemnify, hold harmless and defend Purchaser against all liability, loss, cost, claim or expense arising out of any breach of Seller's obligation or representation in Sections 13.1. Purchaser shall indemnify, hold harmless, and defend Seller against all liability, loss, cost, claim or expense arising out of any breach of Purchaser's obligations or representations in Sections 13.1.

13.3 This Article shall survive the Closing (or, if the Closing does not occur, the earlier termination of this Agreement).

ARTICLE 14. **DUE DILIGENCE REVIEW**

14.1 Purchaser's Right to Inspect the Property. Purchaser, at Purchaser's sole cost and expense, shall be entitled, during the term of this Agreement, at reasonable times and following reasonable notice to Seller, to inspect and review the Property and all matters relating to the Property (the "Due Diligence Review"), including without limitation the physical condition of the Property, Contracts, Leases, Books and Records, Plans, surveys, title examinations and all other materials in Seller's possession or reasonable control concerning the Property as Purchaser may reasonably request, provided that they are not confidential, proprietary or privileged. During the Due Diligence Review, Purchaser, at Purchaser's sole cost, shall also have the right to make such inspections, investigations and tests and make photocopies of such materials as Purchaser may elect to make or obtain, subject to the Tenants' rights and excluding matters which are confidential, privileged or proprietary. Seller will arrange access to Purchaser and Purchaser's agents to the Property at reasonable times following reasonable notice. Purchaser and Purchaser's representatives, agents, designees and contractors have the right during the term of this Agreement upon not less than two (2) Business Days prior written notice to Seller, at Purchaser's sole cost, to enter the Property to conduct any environmental, soils, seismic, hydro geologic, geologic and engineering tests and studies with respect to the Property (each, an "Environmental Investigation"),

provided that Purchaser shall not perform any invasive testing without Seller's prior written approval, which approval shall be in Seller's sole discretion. Purchaser shall have the right, at Purchaser's sole cost and expense, to conduct a final walk-through and inspection of the Property the day of or immediately prior to Closing. Prior to conducting any physical inspections, Purchaser or its agents shall provide Seller with proof of insurance, naming Seller and its managing agent as additional insured, in an amount not less than \$1,000,000.

14.2 Termination of This Agreement. Purchaser, at its sole discretion, may elect to terminate this Agreement for any reason or no reason at all, by giving written notice thereof prior to the Termination Deadline ("Termination Notice") to Seller and the Escrow Holder. If Purchaser timely gives a Termination Notice, then Seller and Purchaser hereby specifically agree and acknowledge that the Escrow Holder is and shall be immediately and unconditionally authorized to release the Earnest Money to Seller, and all rights and obligations of Purchaser and Seller shall terminate and this Agreement shall be null and void and of no further force and effect. If the Termination Notice is not timely given, (i) this Agreement shall remain in full force and effect and all obligations of each party hereunder shall continue, and (ii) except as otherwise expressly provided in this Agreement, the Earnest Money shall be non-refundable to Purchaser.

14.3 Purchaser's Responsibility and Indemnity. Purchaser's right to inspect the Property and conduct the tests referred to in Section 14.1 is subject to the condition that such inspection and tests shall not materially interfere with the operation of the Property or with the use and occupancy of any Tenant at the Property. Purchaser shall be responsible for and shall indemnify Seller against all damages or loss which may arise as a result of the acts or omissions of Purchaser or its representatives or agents in connection with any tests or inspections conducted by any such parties, excluding any pre-existing condition(s) on or about the Property and any negligence or misconduct of Seller or any agent, contractor or employee of Seller. Purchaser shall promptly repair any such damage and restore the Property to the condition that the Property was in immediately prior to such inspections and tests. Notwithstanding anything contained herein to the contrary, Purchaser shall not be liable for any real or alleged diminution in value of the Property resulting from facts obtained or discovered about the Property in connection with such inspections.

14.4 Termination of Contracts. Purchaser may, by notice given to Seller on or prior to the Termination Deadline, request that Seller terminate one or more of the Contracts effective as of the Closing Date; provided, however, that Purchaser shall not be entitled to cause Seller to terminate any contracts that are non-terminable by their terms (whether or not such contract has a provision for a termination fee)(collectively, the "Non-Terminable Contracts"). Seller shall so terminate such Contracts (other than the Non-Terminable Contracts), provided that Seller shall not be obligated to pay any fee, amount or penalty incurred as a result of such termination, and Purchaser shall indemnify Seller against any such costs. All Contracts not so terminated shall be assigned at Closing by Seller to Purchaser pursuant to the General Assignment and Assumption Agreement.

14.5 Confidentiality. Purchaser shall not disclose the contents of any documents delivered to Purchaser pursuant to Sections 4.1 or 14.1 hereof, any results from Purchaser's Due Diligence Investigation, including but not limited to the results of any Environmental Investigation to any Person or Governmental Entity without the prior written consent of Seller, except as

Purchaser may otherwise be required by any applicable law, rule or regulation, and except as may be reasonably necessary to third parties assisting Purchaser with analyzing and investigating such information in connection with this transaction, including Purchaser's current or prospective agents, attorneys, representatives, advisors, consultants, engineers, contractors, direct or indirect owners (and their respective family members), lenders and investors and their respective current or prospective agents, attorneys, representatives, advisors, consultants, engineers, contractors, direct or indirect owners (and their respective family members), lenders and investors (collectively "Purchaser's Representatives"). Purchaser and Purchaser's Representatives may disclose, any information or documentation that (i) is readily ascertainable by the general public, or (ii) is deemed advisable by Purchaser to disclose to its officers, directors, members, managers, employees, agents, consultants, members of professional firms serving it or potential lenders, investors, consultants and brokers and others who need to know such information or review such documentation for the purpose of assisting Purchaser in connection with the transaction contemplated by this Agreement so long as such persons agree in writing to the confidential nature of such information and the non-disclosure obligations hereunder..

14.6 Seller Cooperation. Subject to Section 14.1 and 14.5, Seller agrees to cooperate with and furnish any information reasonably requested by Purchaser's appraiser, lender and other third party consultants.

14.7 Non-solicitation. Purchaser shall not solicit or employ any of Seller's or Seller's management company employees after the Effective Date. This covenant shall survive Closing for a twelve (12) month period.

14.8 ROFR Waiver. The parties acknowledge that the sale of the Property to Purchaser is contingent on Seller complying with a right of first refusal procedure ("ROFR") contained in the Land Use Restrictive Covenant ("LURA") affecting the Property, and that there is no exercise of the ROFR to purchase the Property pursuant to the LURA. Seller agrees to comply with its obligations to notify the Texas Department of Housing & Community Affairs ("TDHCA") under the LURA of this Agreement within ten (10) days after the Effective Date, and to keep Purchaser updated on all communications with the TDHCA. If the ROFR is not exercised pursuant to the LURA, this condition shall be deemed satisfied ("ROFR Waiver"). If a bona fide offer is received by the TDHCA, or a ROFR Waiver is not received within 150 days after the Effective Date this Agreement shall terminate and the Earnest Money shall be returned to Purchaser.

ARTICLE 15.
INTENTIONALLY DELETED

ARTICLE 16.
MISCELLANEOUS

16.1 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when (a) personally delivered to the address of the party to receive such notice set forth below, (b) transmitted if sent via electronic mail, (c) the next succeeding Business Day after deposit with a nationally recognized

overnight courier service (e.g., Federal Express) and addressed to the party as set forth below, or (d) three days after when deposited in any post office or mail receptacle regularly maintained by the United States Government, certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller: S2 Willow Pond, LLC
Attn.: Scott Everett
5950 Berkshire Lane, Ste. 1300
Dallas, Texas 75225
Phone: 972-352-3689

Email: severett@s2cp.com

With a copy to: Wilensky & Jones, LLP
Attn.: Richard Wilensky
3109 Carlisle Street, Suite 100
Dallas, Texas 75204
Phone: 214-220-2130
Fax: 214-220-2131
Email: rwily@wandjlaw.com

If to Purchaser: KCAP RE FUND XI, LLC
1209 S White Chapel Blvd., Ste. 180
Southlake, Texas 76092
Attention: Leigh Archer
E-mail: leigh@keycitycapital.com

with a copy to: Kelley | Clarke, PC
Attn.: Dugan Kelley
603 E. Broadway St.
Prosper, Texas 75078
Phone: 972-253-4440
E-mail: dugan@kelleyclarke.com

If to Escrow Holder
Or Title Company: MBL Title
1022 E. 15th Street
Plano, TX 75074
Attn: Adam Rachavong
Phone: 214.389.4023
Email: adam.rachavong@mbl-title.com

or such other place as Seller or Purchaser or Escrow Holder, respectively, may from time to time designate by written notice to the other. A notice may be given by a party or by a party's attorney at law.

16.2 Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein. The parties hereto do not intend to confer any benefit hereunder on any Person other than the parties hereto.

16.3 Amendment. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

16.4 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

16.5 Governing Law. This Agreement shall be governed by the laws of the State of Texas. Venue in any litigation commenced in connection with this Agreement shall be proper in Dallas County, Texas, and the parties agree to submit to personal jurisdiction in such venue.

16.6 Successors and Assigns. This Agreement shall bind and inure to the benefit of Seller, Purchaser, and their respective successors and permitted assigns.

16.7 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

16.8 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

16.9 Construction. The words "herein" "hereof" "hereunder" and other similar compounds of the words "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. Whenever used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Marginal notes are inserted for convenience only and shall not form part of the text of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same.

16.10 Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

16.12 No Joint Venture. This Agreement shall not create a partnership or joint venture

relationship between Purchaser and Seller.

16.13 Assignment. Except as provided in this Section, this Agreement may not be assigned by Purchaser. The foregoing sentence to the contrary notwithstanding, Purchaser may assign this Agreement to one or more entities owned or controlled (either directly or indirectly) by Purchaser or its principals or members. Purchaser shall provide to Seller written notice of such assignment (which may be by electronic mail or telephone call without the necessity to send a confirmation via overnight courier or other deliver method) within a reasonable time prior to the Closing. Upon Seller's request, Purchaser shall deliver to Seller a copy of the assignment of this Agreement.

16.14 Time of the Essence. Time is important to both Seller and Purchaser in the performance of this Agreement, and both parties have agreed that time is of the essence with respect to any date set out in this Agreement.

16.15 Timing. If the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the law of the United States or the State of Texas, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

16.16 Attorney's Fees. In the event of any dispute between the parties concerning this Agreement, the non-prevailing party in such dispute shall reimburse the prevailing party for its attorney's fees incurred in connection with such dispute.

16.17 Section 1031 Exchange. The parties acknowledge that each other may elect to effect the acquisition or disposition of the Property pursuant to this Agreement as a like-kind exchange pursuant to Section 1031 of the United States Internal Revenue Code (an "Exchange"). Each party agrees to cooperate with the other in all respects in effecting such Exchange, including, without limitation, by executing and delivering such documents as may be customarily required in such exchange transactions, provided that the other party shall not be required to incur any expense or additional obligation in connection therewith nor shall any such Exchange delay the Closing Date.

16.19 Confidentiality. After Closing, Seller will not disclose the Purchase Price or the other financial terms of this Agreement to Harris County Appraisal District without Purchaser's written consent, unless required to do so by legal process.

16.20 Survival. The provisions of this Agreement that contemplate or require performance by Seller or Purchaser after the termination of this Agreement or the Closing shall survive such termination or the Closing, subject to any express limitations on survival periods in this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date last written below.

SELLER:

S2 WILLOW POND, LLC,
a Texas limited liability company
By: S2 SV, LLC, its Manager

By: Scott 
Name: Scott Everett
Title: Manager

Dated: 5/3/22

PURCHASER:

KCAP RE FUND XI, LLC,
a Delaware limited liability company

By: _____
Name: Leigh Archer
Title: Authorized Signatory

Dated: _____

ESCROW HOLDER:

MBL TITLE

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date last written below.

SELLER:

S2 WILLOW POND, LLC,
a Texas limited liability company
By: S2 SV, LLC, its Manager

By: _____
Name: Scott Everett
Title: Manager

Dated: _____

PURCHASER:

KCAP RE FUND XI, LLC,
a Delaware limited liability company

By: Leigh Archer
Name: Leigh Archer
Title: Authorized Signatory

5/3/2022
Dated: _____

ESCROW HOLDER:

MBL TITLE

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION

BEING a tract of land situated in the City of Dallas, Dallas County, Texas, and being part of the B. B. & C. Railroad Company Survey, Abstract No. 191, and the W. Irwin Survey, Abstract No. 668, and also being part of Blocks 5414 and 5415 in the City of Dallas, and being the same property conveyed to Dallas/Glen Hills, L. P., a Texas limited partnership, by Cal-Tex II, Glen Hills Apartments, Ltd., a Texas limited partnership, per deed recorded in Volume 96030, Page 1567 of the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for corner at the intersection of the Southeasterly line of Quality Lane (a 60' R.O.W.) with the Southwesterly line of Impala Lane (a 60' R.O.W.) extended;

THENCE North 45 degrees 14 minutes 15 seconds East along the Southeasterly line of said Quality Lane for a distance of 59.90 feet to a 1/2 inch iron rod found for corner at the intersection of said Southeast line of said Quality Lane and the Northeast line of said Impala Lane;

THENCE North 44 degrees 42 minutes 00 seconds West, along the Northeasterly line of said Impala Lane, a distance of 145.00 feet to a 1/2 inch iron rod found for corner;

THENCE North 45 degrees 18 minutes 00 seconds East, a distance of 102.00 feet to a 1/2-inch iron rod found for corner;

THENCE North 44 degrees 42 minutes 00 seconds West, a distance of 105.00 feet to a 1/2-inch iron rod found for corner;

THENCE North 45 degrees 18 minutes 00 seconds East, a distance of 44.00 feet to a 1/2-inch iron rod found for corner, said point being the beginning of a curve to the right having a radius of 407.00 feet, a central angle of 55 degrees 00 minutes, and a chord length of 375.86 feet;

THENCE along said curve to the right, an arc distance of 390.69 feet to a 1/2-inch iron rod found for corner;

THENCE South 79 degrees 42 minutes 00 seconds East, a distance of 96.33 feet to a 1/2-inch iron rod found for corner;

THENCE South 48 degrees 54 minutes 00 seconds East, a distance of 107.18 feet to a 1/2-inch iron rod found for corner;

THENCE North 60 degrees 42 minutes 20 seconds East, a distance of 42.43 feet to a 1/2-inch iron rod found for corner;

THENCE South 49 degrees 26 minutes 30 seconds East, a distance of 6.72 feet to a 1/2-inch iron rod found for corner;

THENCE North 43 degrees 00 minutes 30 seconds East, a distance of 17.93 feet to a 1/2-inch iron rod found for corner;

THENCE South 49 degrees 31 minutes 50 seconds East, a distance of 23.12 feet to a 1/2-inch iron rod found for corner;

THENCE North 41 degrees 24 minutes 40 seconds East, a distance of 32.42 feet to a 1/2-inch iron rod found for corner;

THENCE South 79 degrees 42 minutes 00 seconds East, a distance of 76.68 feet to a 1/2-inch iron rod found for corner;

THENCE North 36 degrees 27 minutes 27 seconds East, a distance of 251.94 feet to a 1/2-inch iron rod found for corner in the Southwesterly line of said Eastridge Drive (a variable R.O.W.);

THENCE South 20 degrees 29 minutes 15 seconds East along the Southwesterly line of said Eastridge Drive, a distance of 9.73 feet to a 1/2-inch iron rod found for corner;

THENCE South 69 degrees 30 minutes 45 seconds West along the Southwesterly line of said Eastridge Drive, a distance of 15.00 feet to a 1/2-inch iron rod found for corner;

THENCE South 20 degrees 29 minutes 15 seconds East along the Southwesterly line of said Eastridge Drive, a distance of 433.00 feet to a 1/2-inch iron rod found for corner, said point being the beginning of a curve to the right having a radius of 60.00 feet, a central angle of 27 degrees 05 minutes 06 seconds, and a chord length of 28.10 feet;

THENCE along said curve to the right and in a southerly direction, an arc distance of 28.36 feet to a 1/2-inch iron rod found for corner on the Northwesterly line of Abrams Road (an 80' R.O.W.);

THENCE South 45 degrees 23 minutes 48 seconds West along the Northwesterly line of said Abrams Road, a distance of 776.54 feet to a 1/2-inch iron rod found for corner;

THENCE North 44 degrees 42 minutes 00 seconds West, a distance of 590.00 feet to the POINT OF BEGINNING and CONTAINING 563,829.16 square feet or 12.944 acres of land, more or less.

EXHIBIT B

INTENTIONALLY DELETED

EXHIBIT C
SPECIAL WARRANTY DEED

THIS INDENTURE, made and executed this ___ day of _____, 2022, by _____, a _____ ("Grantor"), the mailing address of which is _____ is _____ to _____, ("Grantee"), the mailing address of which is _____.

W I T N E S S E T H:

THAT Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, that certain real property in _____ commonly known as the " _____ Apartments" located at the street address of _____ which is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Land"), together with all buildings, fixtures and other improvements located on the thereon, and all easements, rights-of-way, alleys, adjacent roads, drainage facilities, covenants, restrictions, tenements, strips and gores between the described real estate and abutting properties, all utility, access and development rights, and all other rights and appurtenances benefiting or appertaining to the Land and the land lying in the streets and roads in front of and adjoining the Land (collectively, the "Property").

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor will warrant and defend the Property against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other, and that the Property is free of all encumbrances, except taxes accruing subsequent to _____ and except for all encumbrances, described on Exhibit "B" attached hereto, but only to the extent the same are currently valid and enforceable against the Property.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

EXHIBIT D

ASSIGNMENT AND ASSUMPTION OF LEASES AND DEPOSITS

THIS ASSIGNMENT AND ASSUMPTION OF LEASES AND DEPOSITS (the "Assignment") is made as of _____, 2022, by and between _____ ("Assignor"), whose address is _____, and _____, a _____ ("Assignee"), whose address is _____.

Introductory Provisions:

The following provisions form a part of this Assignment:

A. Assignor and/or Assignor's predecessor in title heretofore entered into certain leases with tenants covering spaces located at the property more commonly known as _____ (the "Property") and described in **Exhibit "A"** which is attached hereto and incorporated herein by reference for all purposes.

B. Assignor represents that attached hereto as **Exhibit "B"** and incorporated herein by reference for all purposes is a true and correct copy of a current rent roll listing all leases affecting the Property of any portion thereof presently in force (collectively, the "Leases").

C. Assignee desires to acquire from Assignor, and Assignor desires to convey and assign to Assignee, the Leases and all security deposits, pet deposits and other deposits and escrows currently held by Assignor under the Leases (the "Deposits") and all of the rights, benefits and privileges of the lessor under the Leases and the Deposits in connection with Assignee's acquisition of the Property from Assignor.

THEREFORE, in consideration of the foregoing and the agreements and covenants herein set forth, together with the sum of Ten Dollars (\$10.00) and other good and valuable consideration this day paid and delivered by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby ASSIGN, TRANSFER, SET OVER, CONVEY and DELIVER unto Assignee all of Assignor's right, title and interest in and to all of the Leases and Deposits pertaining to the Property, and all of the rights, benefits and privileges of the lessor under the Leases and/or Deposits including without limitation those with respect to all security deposits and prepaid rentals, but subject to all terms, conditions, reservations and limitations set forth in the Leases (the Leases, Deposits properties, rights and interests, subject as aforesaid, being hereinafter collectively referred to as the "Assigned Leases").

TO HAVE AND TO HOLD the Assigned Leases unto Assignee, and Assignee's successors, and assigns forever, and Assignor does hereby bind Assignor, and Assignor's successors and assigns, to warrant and forever defend the Assigned Leases unto Assignee, and Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Assignor, but not otherwise.

Assignee hereby assumes all of the obligations of Assignor under the Assigned Leases that arise from and after the date hereof, including but not limited to the obligation to repay in accordance with the terms of the Assigned Leases to the lessee thereunder any and all Deposits to the extent (and only to the extent) of the amount of cash delivered by Assignor to Assignee with respect to such Deposits.

Assignee hereby agrees to indemnify and hold harmless Assignor from and against any and all damages, loss, cost or expenses (including but not limited to reasonable attorney's fees) resulting from Assignee's failure to perform any of the obligations assumed by Assignee hereunder arising from and after the date hereof. Assignor hereby agrees to indemnify and hold harmless Assignee from and against any and all damages, loss, cost or expenses (including but not limited to reasonable attorney fees) resulting from Assignor's failure to perform any of its obligations under the Assigned Leases arising prior to the date hereof (other than those relating to the physical condition of the Property prior to Closing). The foregoing indemnifications shall survive for a period of two (2) years and one (1) day after the date hereof and shall thereafter expire.

All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment may only be modified, altered, amended, or terminated by the written agreement of Assignor and Assignee. If any term, covenant or condition of this Assignment shall be held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision. This Assignment shall be governed by and construed under the laws of the state in which the Property is located without regard to the principles of conflicts of law.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[SIGNATURE PAGE TO ASSIGNMENT]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day first above written.

ASSIGNEE:

By: _____

Name: _____

Title: _____

ASSIGNOR:

By: _____

Name: _____

Title: _____

EXHIBIT E

BLANKET CONVEYANCE, BILL OF SALE AND ASSIGNMENT

THIS BLANKET CONVEYANCE, BILL OF SALE AND ASSIGNMENT (the "Assignment") is executed as of _____, 2022 by and between _____ ("Assignor"), whose address is _____, and _____, a _____ ("Assignee"), whose address is _____.

Introductory Provisions:

The following provisions form a part of this Assignment:

Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated as of _____, 2021 (the "Agreement"), which provides, among other things, for the sale by Assignor to Assignee of that certain apartment complex known as "_____ Apartments", lying and being situated in _____ and more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference for all purposes (the "Property"), and the execution of this Assignment.

It is the desire of Assignor hereby to sell, assign, transfer and convey to Assignee all of Assignor's rights, titles and interests in the below described items.

THEREFORE, in consideration of the foregoing and Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor does hereby ASSIGN, SELL, TRANSFER, SET OVER and DELIVER to Assignee all of the following items listed in (a) through and including (f) below, (collectively, the "Assigned Properties"):

(a) all furniture, fixtures, equipment, machinery and appliances, and personal property which are used in connection with the ownership, maintenance or operation of the Property, not including Assignor's proprietary computer software or software with non-assignable licenses, including without limitation, the personal property described on **Exhibit "B"** attached hereto and incorporated herein by reference for all purposes (collectively, the "Personal Property");

(b) means all signs, logos, tradenames, trademarks or styles related to the Property (specifically including the names "_____ Apartments" and variations thereof and logos related thereto) and all other intangible property related to the Property including, without limitation, all assignable telephone numbers, the web or domain name located at http://www._____.com (and its account, password and content), all social media accounts, passwords and content.

(c) all books, records and tenant lists for the Property in the possession or control of Assignor, together with any and all, files, reports, surveys, studies, and/or budgets owned by Assignor in connection with the ownership, operation, maintenance and/or management of the Property, and in the possession or control of Assignor;

(d) any and all architectural, electrical, mechanical, plumbing and other plans and specifications and soil reports, environmental reports, engineering reports, grading plans and topographical maps produced in connection with the construction, management, use, operation, repair and maintenance of the Property (including all revisions and supplements thereto) in the possession or control of Assignor; and

(e) condemnation proceeds and eminent domain proceeds with respect to the Property.

This Assignment is made subject to the permitted encumbrances set forth in **Exhibit "C"** hereto, to the extent the same are valid and subsisting and affect the Assigned Properties (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Assigned Properties unto Assignee, and Assignee's successors and assigns forever, and Assignor does hereby bind Assignor, and Assignor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular the Assigned Properties unto Assignee, and Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Assignor, but not otherwise; subject, however, to the Permitted Encumbrances.

Assignor hereby represents, warrants, covenants and agrees with Assignee that Assignor is the owner of the personal property described on **Exhibit "B"** attached hereto and incorporated by reference, which personal property is free and clear of any and all liens, security interests or encumbrances, except as described on **Exhibit "C"** attached hereto and incorporated herein by reference.

EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN THE AGREEMENT, ASSIGNEE TAKES THE ASSIGNED PROPERTIES "AS IS", "WHERE IS" AND WITH "ALL FAULTS". EXCEPT AS OTHERWISE SET FORTH HEREIN OR IN THE AGREEMENT, ASSIGNOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, OPERATION OR ANY OTHER MATTER AFFECTING OR RELATED TO THE ASSIGNED PROPERTIES.

If any term, covenant or condition of this Assignment shall be held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision. This Assignment shall be governed by and construed under the laws of the state in which the Property is located without regard to the principles of conflicts of law.

EXECUTED this ____ day of _____, 2022.

ASSIGNOR:

By: _____

Name: _____

Title: _____

EXHIBIT F

GENERAL ASSIGNMENT AND ASSUMPTION

THIS GENERAL ASSIGNMENT AND ASSUMPTION (the "Assignment") is made as of _____, 2022, by and between _____ ("Assignor"), whose address is _____, and _____, a _____ ("Assignee"), whose address is _____.

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated as of _____, 2021 (the "Agreement"), which provides, among other things, for the sale by Assignor to Assignee of the apartment complex known as "_____ Apartments", as more particularly described on **Exhibit "A"** attached hereto and made part hereof (the "Property"), and the execution and delivery of this Assignment; and

WHEREAS, the Agreement requires Assignor to assign to Assignee all of Assignor's rights, titles and interests in all Licenses and Permits, Contracts and Warranties and Guaranties, and Intangible Property (as such terms are defined below in this Assignment) owned by Assignor and requires Assignee to assume Assignor's obligations thereunder;

THEREFORE, in consideration of the foregoing and the agreements and covenants herein set forth, together with the sum of Ten Dollars (\$10.00) and other good and valuable consideration this day paid and delivered by Assignee to Assignor, the receipt and sufficiency of all of which are hereby acknowledged by Assignor, Assignor does hereby ASSIGN, TRANSFER, CONVEY, SET OVER and DELIVER unto Assignee all of Assignor's right, title and interest in and to the following (collectively, the "Assigned Properties"):

(a) any and all agreements between Assignor and any third party which have a term expiring after the date hereof and Amendments (as such term is defined in the Agreement) thereof, for the furnishing of management, brokerage services, maintenance, repairs, construction, supplies, equipment, or other goods and services to the Property, as more particularly described on **Exhibit "B"** attached hereto and made a part hereof for all purposes (the "Contracts");

(b) any and all building, zoning and other certificates, licenses, certificates of compliance, certificates of occupancy, consents, permits and building inspection approvals granted by any Governmental Entity (as such term is defined in the Agreement) running to the benefit of the Property, Assignor and/or Assignor's predecessors in interest and any covenants, conditions and restrictions, reciprocal easement agreements, access easement agreements and other common or planned development agreements or documents necessary in connection with the operation of any of the Improvements (as such term is defined in the Agreement) on the Property (collectively, the "Licenses and Permits") which run to the benefit of Assignor, Assignor's predecessors in interest and/or the Property; and

(c) any and all unexpired warranties and guaranties and payment and/or performance bonds required to be provided under the Contracts, and/or running to the benefit of Seller or its affiliates in connection with the Property and the construction, renovation and/or operation thereof (the "Warranties and Guaranties").

This Assignment is made subject to the permitted encumbrances set forth in **Exhibit "C"** hereto, to the extent the same are valid and subsisting and affect the Assigned Properties (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Assigned Properties unto Assignee, and Assignee's successors, and assigns forever, and Assignor does hereby bind Assignor, and Assignor's successors and assigns, to warrant and forever defend all and singular the Assigned Properties unto Assignee, and Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Assignor, but not otherwise; subject, however, to the Permitted Encumbrances.

Assignee hereby assumes all of the obligations of Assignor arising under the Contracts, Licenses and Permits and Warranties and Guaranties from and after the Closing Date (but not those required to be performed prior thereto).

Assignee hereby agrees to indemnify and hold harmless Assignor from and against any and all loss, liability, cost, claim, damage or expense incurred to enforce any rights and/or secure any remedies under this Assignment resulting by reason of the failure of Assignee to perform its obligations arising under the Assigned Properties from and after the Closing Date and/or Assignee's failure to perform its obligations under this Assignment. Assignor hereby agrees to indemnify and hold harmless Assignee from and against any and all loss, liability, cost, claim, damage or expense incurred to enforce any rights and/or secure any remedies under this Assignment resulting by reason of the failure of Assignor to perform its obligations arising under the Assigned Properties prior to Closing Date and/or Assignor's failure to perform its obligations under this Assignment. Assignor will cooperate with Assignee to secure performance by any warrantor or guarantor for any work Assignee believes should be performed pursuant to any of the Warranties and Guaranties. The foregoing indemnification shall survive for a period of two (2) years and one (1) day after the date hereof and shall thereafter expire.

EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, ASSIGNEE TAKES THE ASSIGNED PROPERTIES "AS IS", "WHERE IS" AND WITH "ALL FAULTS". EXCEPT AS OTHERWISE SET FORTH HEREIN OR IN THE AGREEMENT, ASSIGNOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, OPERATION OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PERSONAL PROPERTY AND/ OR THE ASSIGNED PROPERTIES.

All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment may only be modified, altered, amended, or terminated by the written agreement of Assignor and Assignee. If any term, covenant or condition of this Assignment shall be held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision. This

Assignment shall be governed by and construed under the laws of the state in which the Property is located without regard to principles of conflicts of law.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[SIGNATURE PAGE TO ASSIGNMENT]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day first above written.

ASSIGNEE:

By: _____

Name: _____

Title: _____

ASSIGNOR:

By: _____

Name: _____

Title: _____

EXHIBIT G

NOTICE LETTER

_____, 2022

To: _____

RE: Your apartment leased at _____ (the "Property")

Gentlemen:

This is to inform you that on _____, 2022, _____ ("Purchaser") purchased the Property from _____ ("Seller"), and that as of such date Purchaser has succeeded to the rights and assumed the obligations of Seller, as Landlord, under your Lease, your tenant security deposit and/or other deposit in the aggregate amount of \$_____ in respect of your leased premises at the Property. The deposit under your Lease has been transferred to and received by Purchaser.

Kindly make all future rent payments under the Lease payable to the order of _____. All rent payments will be collected by the resident manager and delivered to Purchaser. Formal communications and all inquiries (including any request for return of security) should be sent to _____.

Very truly yours,

_____,
a Texas limited partnership

By: _____
Name: Scott Everett
Title: Manager

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT H

**OWNER'S AFFIDAVIT, NON-FOREIGN CERTIFICATE
AND
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER**

_____)

) ss.

_____)

Personally appeared before me, the undersigned authority, _____, who being first duly sworn, deposes and says on oath as follows:

1. That (s)he is _____ (“Affiant”), and is of legal age, has personal knowledge of the facts herein stated, and is familiar with the condition, maintenance, operation, and use of the Property (as defined below).

2. That Affiant is duly authorized to make this affidavit (the “Affidavit”) on behalf of [seller entity] (“Owner”) and to cause Owner to enter into that certain indemnity agreement (the “Agreement”) associated herewith.

3. That this affidavit pertains to those certain tracts or parcels of real property located in _____ and being more particularly described on _____, and improvement(s) (if any) thereon (collectively, the "Property"), which Property is the subject of a title commitment or preliminary report bearing the file number _____ (the “Commitment”).

4. That to the best of Affiant’s knowledge, the following statements are true and correct, except as otherwise noted on _____:

a. That Owner is lawfully seized of the Property and has good right to convey or encumber the Property.

b. That there are no parties occupying, renting, leasing, residing in, or possessing the Property or any portion thereof pursuant to any unrecorded written or oral agreement or claim of right.

c. That during Owner’s period of ownership, Owner’s possession of the Property has been peaceable and undisturbed, Owner’s title to or access to the Property has never been disputed or questioned, there have been no parties claiming title to the Property or any portion thereof by reason of adverse possession or prescriptive rights, and there are no claims of encroachments or boundary line disagreements affecting the Property.

d. That Owner has granted no contract, option to purchase, right of first offer, or right of first refusal with respect to the Property.

e. That there are no outstanding mortgages, deeds to secure debt, deeds of trust, judgments, abstracts, or other monetary liens or charges against the Property or any part thereof.

f. That Owner has not granted any unrecorded easements, covenants, licenses, servitudes, or similar agreements encumbering the Property.

g. That Owner has never made any assignment for the benefit of creditors, and that there are no pending suits, proceedings, judgments, bankruptcies, executions, or receivership actions which affect the Property.

h. That there are no state, commonwealth, county, parish, city, town, school district, improvement district, sewer district, water district, or other governmental or quasi-governmental agency taxes, assessments, or other charges due or owing against the Property, and that no claim has been made by any governmental or quasi-governmental agency that any such taxes, assessments, or other charges levied against the Property are past due.

i. That there are no obligations or claims for streets, paving, sidewalks, sewer lines, water lines, or similar public improvements (“Public Improvements”) adjoining the Property, that there are no claims for contribution to Public Improvements outstanding against the Property, and that Owner has signed no petitions for the construction of Public Improvements adjoining the Property.

j. That no work, improvements, or repairs on or to the Property during the _____ immediately preceding the date of this Affidavit have been done or made.

k. That there are no outstanding bills for labor, services, or materials used in making improvements or repairs on or to the Property, or for services of architects, surveyors, engineers, or any other service providers or suppliers in connection with the Property.

l. That there are no outstanding contracts under which work is to be performed on or to the Property, or under which labor, services, or materials are to be supplied to the Property.

m. That there are no current, uncured violations of any covenants, conditions, or restrictions affecting the Property (including private charges or assessments which have not been timely paid), and that Owner has received no notice or claim of any such violation.

n. That there are no current, uncured violations of any zoning ordinances, building setback lines, subdivision laws or building permits for the Property, and that Owner has received no notice or claim of any such violation.

o. That during Owner’s period of ownership, no person has used or attempted to use the surface of the Property for the extraction or development of minerals, water, or other subsurface substances.

p. That there are no cemeteries or burial grounds located on the Property, and that there are no abandoned roads or railroad lines located on the Property.

5. That this affidavit is given for the benefit of First American Title Insurance Company _____, and that First American Title Insurance Company _____ are entitled to rely on the facts herein stated in connection with the issuance of one or more title

insurance policies pertaining to the Property and the acquisition of or lending upon the Property.

6. That Owner has not and will not, from and after the effective date of the Commitment through and including the date and time of the recording of documents necessary to effectuate the transaction evidenced by the Commitment, cause or permit to arise any matter contrary to any statement made herein.

Affiant:

_____,
Not individually, but solely as _____
of _____

Print Name: _____

Sworn to and subscribed before
me this ____ day of _____, 20____

Notary Public

My Commission Expires:

EXHIBIT I

RENT ROLL

(see attached)

Hive
S2 Residential
Rent Roll Summary
5/3/2022

Printed 5/3/2022 12:22:53 PM

Current			Status	Market Rent	Rent	Other Charges	Credits	Total	Move In	Lease		Move Out
Unit	Type	Sq. Feet								Start	End	
1003	A1	700	C	1,028.00	981.00	10.00	0.00	991.00	01/08/04	06/01/21	05/31/22	
1004	A1R	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	09/24/18	10/01/21	09/30/22	
1005	EFFR	400	C	925.00	830.00	0.00	0.00	830.00	09/25/20	09/01/21	08/31/22	
1006	Eff	400	C	925.00	792.00	13.00	0.00	805.00	03/28/15	03/01/22	02/28/23	
1007	Eff	400	C	925.00	817.00	13.00	0.00	830.00	11/26/16	11/01/21	10/31/22	
1008	Eff	400	C	925.00	812.00	13.00	0.00	825.00	02/01/21	02/01/22	01/31/23	
1009	A1	700	C	1,028.00	976.00	10.00	0.00	986.00	07/29/16	07/01/21	06/30/22	
1010	A1	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	09/21/21	09/21/21	09/30/22	
1011	Eff	400	C	925.00	817.00	13.00	0.00	830.00	11/26/16	12/01/21	11/30/22	
1012	EFFR	400	C	925.00	787.00	13.00	0.00	800.00	04/01/21	04/01/22	03/31/23	
1013	EFFR	400	C	925.00	790.00	10.00	0.00	800.00	10/04/19	10/01/21	09/30/22	
1014	EFFR	400	C	925.00	830.00	110.00	0.00	940.00	03/16/18	03/01/21	02/28/22	
1015	EFFR	400	C	925.00	810.00	10.00	0.00	820.00	09/03/20	09/01/21	08/31/22	
1016	EFFR	400	C	925.00	820.00	10.00	0.00	830.00	12/12/20	11/20/21	10/31/22	
1017	A1	700	UE	1,028.00	1,015.00	13.00	0.00	1,028.00	12/10/20	12/01/21	11/30/22	11/30/22
1018	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	02/18/22	02/18/22	02/28/23	
1019	A1	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	10/08/12	10/01/21	09/30/22	
1020	A1R	700	C	1,028.00	931.00	10.00	0.00	941.00	06/21/18	08/01/21	07/31/22	
1021	EFFR	400	C	925.00	925.00	110.00	0.00	1,035.00	04/23/21	05/01/21	04/30/22	06/30/22
1022	EFFR	400	C	925.00	912.00	13.00	0.00	925.00	05/02/22	05/02/22	04/30/23	
1023	A1R	700	C	1,028.00	1,015.70	13.00	0.00	1,028.70	04/14/22	04/14/22	03/31/23	
1024	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	10/22/13	03/01/22	02/28/23	
1025	A1R	700	C	1,028.00	986.00	15.99	0.00	1,001.99	07/06/20	07/01/21	06/30/22	
1026	A1R	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	12/28/20	01/01/22	12/31/22	
1027	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	12/18/19	12/01/21	11/30/22	
1028	A1	700	C	1,028.00	947.00	13.00	0.00	960.00	11/01/20	11/01/21	10/31/22	
1029	A1R	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	04/13/18	04/01/22	03/31/23	
1030	A1	700		1,028.00	0.00	0.00	0.00	0.00				
1031	A1R	700	C	1,028.00	931.00	10.00	0.00	941.00	12/13/17	09/01/21	08/31/22	
1032	A1R	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	12/07/18	12/01/21	11/30/22	
1033	A1R	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	08/06/21	08/06/21	07/31/22	
1034	A1	700	C	1,028.00	926.00	10.00	0.00	936.00	04/30/11	07/01/21	06/30/22	
1035	A1R	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	03/11/22	03/11/22	02/28/23	
1036	A1R	700	C	1,028.00	981.00	10.00	0.00	991.00	08/15/17	08/01/21	07/31/22	
1037	A1R	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	02/26/20	02/01/22	01/31/23	
1038	A1R	700	C	1,028.00	1,015.00	0.00	0.00	1,015.00	05/01/22	05/01/22	04/28/23	
1039	A1R	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	11/17/17	11/01/21	10/31/22	
1040	A1R	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	05/21/21	05/21/21	05/31/22	
1041	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	11/04/13	11/04/13	10/31/22	
1042	A1R	700	C	1,028.00	1,018.00	15.99	0.00	1,033.99	06/12/21	06/12/21	05/31/22	
1043	A1	700		1,028.00	0.00	0.00	0.00	0.00				
1044	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	11/30/21	11/30/21	11/30/22	
1045	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	03/07/22	03/07/22	02/28/23	
1046	A1R	700	C	1,028.00	986.00	15.99	0.00	1,001.99	07/01/20	07/01/21	06/30/22	
1047	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	05/13/16	12/31/21	12/30/22	
1048	A1	700	C	1,028.00	891.00	13.00	0.00	904.00	04/03/21	04/01/22	03/31/23	
1049	A1R	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	01/11/21	01/01/22	12/31/22	
1050	A1R	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	10/02/17	10/01/21	09/30/22	
1051	B1	770	C	1,233.00	1,220.00	13.00	0.00	1,233.00	02/18/22	02/18/22	01/31/23	
1052	B2	950	C	1,233.00	1,207.00	13.00	0.00	1,220.00	11/01/10	11/01/21	10/30/22	
1053	B1R	770	C	1,233.00	1,162.00	13.00	0.00	1,175.00	11/06/17	11/01/21	10/31/22	
1054	B2	950	C	1,233.00	1,159.00	10.00	0.00	1,169.00	10/01/13	08/01/21	07/31/22	
1055	C1R	1150	C	1,425.00	1,382.00	13.00	0.00	1,395.00	10/13/17	03/01/22	02/28/23	
1056	C1	1141	C	1,425.00	1,276.00	10.00	0.00	1,286.00	06/03/16	06/01/21	05/31/22	
1057	C1R	1150		1,425.00	0.00	0.00	0.00	0.00				
1058	C1	1141	C	1,425.00	1,412.00	13.00	0.00	1,425.00	02/06/21	02/01/22	01/31/23	
1059	B2R	950	C	1,233.00	1,182.00	18.99	0.00	1,200.99	04/01/21	04/01/22	03/31/23	
1060	B1R	770	C	1,233.00	1,167.00	13.00	0.00	1,180.00	01/01/21	12/01/21	11/30/22	
1061	B2	950	C	1,233.00	1,223.00	10.00	0.00	1,233.00	07/17/21	07/17/21	06/30/22	
1062	B1	770	C	1,233.00	1,220.00	13.00	0.00	1,233.00	04/01/21	04/01/22	03/31/23	
1063	B2	950	C	1,233.00	1,223.00	15.99	0.00	1,238.99	08/18/21	08/18/21	08/31/22	
1064	B1	770	C	1,233.00	1,159.00	10.00	0.00	1,169.00	04/01/19	07/01/21	06/30/22	
1065	B2	950	C	1,233.00	1,220.00	13.00	0.00	1,233.00	11/24/21	11/24/21	11/30/22	
1066	B1	770	C	1,233.00	1,220.00	13.00	0.00	1,233.00	01/01/22	12/17/21	12/31/22	
1067	B1	770	C	1,233.00	1,220.00	18.99	0.00	1,238.99	02/01/22	01/27/22	01/31/23	

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1068	B2R	950	C	1,233.00	1,220.00	13.00	0.00	1,233.00	12/11/18	01/01/22	12/31/22	
1069	B1R	770	C	1,233.00	1,109.00	10.00	0.00	1,119.00	08/30/18	08/01/21	07/31/22	
1070	B2R	950	C	1,233.00	1,220.00	13.00	0.00	1,233.00	11/29/21	11/29/21	11/30/22	
1071	B2R	950	C	1,233.00	1,220.00	13.00	0.00	1,233.00	04/01/21	04/01/22	03/31/23	
1072	B1	770	C	1,233.00	1,223.00	10.00	0.00	1,233.00	09/08/21	09/08/21	09/30/22	
1073	B2	950	C	1,233.00	1,223.00	10.00	0.00	1,233.00	08/31/21	08/31/21	08/31/22	
1074	B1	770		1,233.00	0.00	0.00	0.00	0.00				
1075	C1	1141	C	1,425.00	1,412.00	13.00	0.00	1,425.00	02/05/20	02/01/22	01/31/23	
1076	C1	1141	C	1,425.00	1,415.00	10.00	0.00	1,425.00	11/19/21	11/16/21	10/31/22	
1077	C1	1141	C	1,425.00	1,412.00	13.00	0.00	1,425.00	05/01/20	04/01/22	03/31/23	
1078	C1R	1150	C	1,425.00	1,276.00	15.99	0.00	1,291.99	06/05/18	07/01/21	06/30/22	
1079	C1	1141	C	1,425.00	1,321.00	10.00	0.00	1,331.00	09/13/13	09/01/21	08/31/22	
1080	C1	1141	C	1,425.00	1,276.00	15.99	0.00	1,291.99	08/27/15	08/01/21	07/31/22	
1081	C1	1141	C	1,425.00	1,412.00	13.00	0.00	1,425.00	04/01/21	04/01/22	03/31/23	
1082	C1R	1150	C	1,425.00	1,373.00	13.00	0.00	1,386.00	01/24/18	02/01/22	01/31/23	
1083	C1R	1150	C	1,425.00	1,395.00	10.00	0.00	1,405.00	09/30/20	09/01/21	08/31/22	
1084	C1R	1150	C	1,425.00	1,370.00	10.00	0.00	1,380.00	06/01/20	06/01/21	05/31/22	
1085	C1	1141	C	1,425.00	1,412.00	13.00	0.00	1,425.00	05/01/22	04/30/22	03/31/23	
1086	C1	1141	C	1,425.00	1,276.00	10.00	0.00	1,286.00	05/30/13	06/01/21	05/31/22	
1087	B2R	950	C	1,233.00	1,217.00	13.00	0.00	1,230.00	05/03/21	05/01/22	04/30/23	
1088	B1R	770	C	1,233.00	1,171.00	13.00	0.00	1,184.00	12/01/18	12/01/21	11/30/22	
1089	B2R	950	C	1,233.00	1,104.00	10.00	0.00	1,114.00	08/01/18	08/01/21	08/01/22	
1090	B1R	770	C	1,233.00	1,220.00	13.00	0.00	1,233.00	03/19/21	04/01/22	03/31/23	
1091	B2	950	C	1,233.00	1,159.00	10.00	0.00	1,169.00	05/30/13	07/01/21	06/30/22	
1092	B1	770	C	1,233.00	1,185.00	10.00	0.00	1,195.00	08/01/13	08/01/21	07/31/22	
1093	B2R	950	C	1,233.00	1,104.00	10.00	0.00	1,114.00	07/01/18	07/01/21	06/30/22	
1094	B1R	770	C	1,233.00	1,009.00	10.00	0.00	1,019.00	09/01/18	09/01/21	08/31/22	
1095	B2R	950	C	1,233.00	1,220.00	13.00	0.00	1,233.00	03/04/22	03/04/22	02/28/23	
1096	B1R	770	C	1,233.00	1,109.00	10.00	0.00	1,119.00	06/21/18	06/01/21	05/31/22	
1097	B2R	950	C	1,233.00	1,220.00	13.00	0.00	1,233.00	03/26/18	02/01/22	01/31/23	
1098	B1	770	C	1,233.00	1,216.00	13.00	0.00	1,229.00	12/21/18	12/01/21	11/30/22	
1099	B2R	950	C	1,233.00	1,109.00	10.00	0.00	1,119.00	06/29/18	06/01/21	05/31/22	
1100	B1	770	C	1,233.00	1,195.00	10.00	0.00	1,205.00	08/15/20	08/01/21	07/31/22	
1101	B2R	950	C	1,233.00	1,220.00	13.00	0.00	1,233.00	03/01/18	04/01/22	03/31/23	
1102	B1R	770	C	1,233.00	1,220.00	13.00	0.00	1,233.00	12/15/21	12/15/21	12/31/22	
1103	B2	950	C	1,233.00	1,104.00	15.99	0.00	1,119.99	08/15/13	08/01/21	08/01/22	
1104	B1R	770	UE	1,233.00	1,233.00	110.00	0.00	1,343.00	04/13/21	04/13/21	03/31/22	09/30/22
1105	B2R	950	C	1,233.00	1,220.00	18.99	0.00	1,238.99	11/18/21	11/18/21	11/30/22	
1106	B1	770	C	1,233.00	1,066.00	13.00	0.00	1,079.00	09/01/98	11/01/21	10/31/22	
1107	B2	950	C	1,233.00	1,209.00	10.00	0.00	1,219.00	08/01/11	10/01/21	09/30/22	
1108	B1	770	C	1,233.00	1,220.00	18.99	0.00	1,238.99	04/01/21	03/01/22	02/28/23	
1109	B2	950	C	1,233.00	1,233.00	110.00	0.00	1,343.00	04/01/21	04/01/21	03/31/22	
1110	B1	770	C	1,233.00	1,170.00	24.98	0.00	1,194.98	05/04/21	05/01/22	04/30/23	
1111	Eff	400	C	925.00	787.00	13.00	0.00	800.00	09/02/16	05/01/22	04/30/23	
1112	Eff	400	C	925.00	912.00	13.00	0.00	925.00	05/01/22	04/25/22	03/31/23	
1115	Eff	400	C	925.00	811.00	10.00	0.00	821.00	09/06/14	09/01/21	08/31/22	
1116	Eff	400	C	925.00	801.00	10.00	0.00	811.00	08/19/16	08/01/21	07/31/22	
1117	Eff	400	C	925.00	817.00	13.00	0.00	830.00	03/09/16	03/01/22	02/28/23	
1118	EFFR	400	C	925.00	770.00	10.00	0.00	780.00	07/11/20	07/01/21	06/30/22	
1121	Eff	400	C	925.00	925.00	110.00	0.00	1,035.00	05/07/21	05/07/21	04/30/22	06/20/22
1122	EFFR	400	C	925.00	817.00	13.00	0.00	830.00	12/02/19	01/01/22	12/31/22	
1123	A1R	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	09/26/18	10/01/21	09/30/22	
1124	A1R	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	11/01/19	04/01/22	03/31/23	
1125	A1	700	C	1,028.00	881.00	10.00	0.00	891.00	05/02/06	09/01/21	08/31/22	
1126	A1R	700	C	1,028.00	995.00	10.00	0.00	1,005.00	07/11/19	08/01/21	07/31/22	
1127	A1	700	C	1,028.00	928.00	13.00	0.00	941.00	12/15/21	12/15/21	09/30/22	
1128	A1	700	C	1,028.00	1,018.00	15.99	0.00	1,033.99	09/01/21	09/01/21	07/31/22	
1129	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	02/12/98	11/01/21	10/31/22	
1130	A1	700	C	1,028.00	1,015.00	18.99	0.00	1,033.99	12/29/21	12/29/21	12/31/22	
1131	EFFR	400	C	925.00	787.00	13.00	0.00	800.00	04/09/21	04/01/22	03/31/23	
1132	EFFR	400	C	925.00	912.00	13.00	0.00	925.00	04/16/22	04/16/22	03/31/23	
1133	Eff	400	C	925.00	817.00	13.00	0.00	830.00	03/30/16	03/01/22	02/28/23	
1134	EFFR	400	C	925.00	820.00	10.00	0.00	830.00	08/02/21	08/02/21	07/31/22	
1135	EFFR	400	C	925.00	817.00	13.00	0.00	830.00	02/20/18	02/01/22	01/31/23	
1136	EFFR	400	C	925.00	817.00	13.00	0.00	830.00	04/01/19	04/01/22	03/31/23	
1137	EFFR	400	C	925.00	817.00	13.00	0.00	830.00	12/23/20	02/02/22	01/31/23	
1138	Eff	400	UE	925.00	830.00	110.00	0.00	940.00	03/30/16	03/01/21	02/28/22	09/30/22
1139	Eff	400	C	925.00	787.00	13.00	0.00	800.00	03/13/09	02/01/22	01/31/23	
1140	EFFR	400	UE	925.00	830.00	100.00	0.00	930.00	01/20/21	01/20/21	01/31/22	09/30/22
1141	Eff	400	C	925.00	790.00	10.00	0.00	800.00	10/01/95	06/01/21	05/31/22	
1142	EFFR	400	C	925.00	817.00	13.00	0.00	830.00	05/01/19	05/01/22	04/30/23	
1143	EFFR	400	C	925.00	817.00	13.00	0.00	830.00	02/23/18	02/01/22	01/31/23	
1144	EFFR	400	C	925.00	817.00	13.00	0.00	830.00	10/25/21	10/25/21	11/30/22	
1145	EFFR	400	C	925.00	790.00	10.00	0.00	800.00	10/02/20	10/01/21	09/30/22	
1146	EFFR	400	C	925.00	817.00	13.00	0.00	830.00	02/11/22	02/12/22	01/31/23	

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1147	B1	770	C	1,233.00	1,074.00	100.00	0.00	1,174.00	10/01/18	09/01/20	08/31/21	05/31/22
1148	B2	950	C	1,233.00	1,223.00	10.00	0.00	1,233.00	09/25/20	09/01/21	08/31/22	
1149	B1R	770	UE	1,233.00	1,220.00	18.99	0.00	1,238.99	02/05/21	02/01/22	01/31/23	09/30/22
1150	B2R	950	C	1,233.00	1,233.00	110.00	0.00	1,343.00	04/01/21	03/31/21	02/28/22	05/01/22
1151	B1	770	C	1,233.00	1,137.00	13.00	0.00	1,150.00	12/01/08	04/01/22	03/31/23	
1152	B2	950	C	1,233.00	1,187.00	13.00	0.00	1,200.00	03/15/17	03/01/22	02/28/23	
1153	B1	770	C	1,233.00	1,220.00	13.00	0.00	1,233.00	04/02/20	04/01/22	03/31/23	
1154	B2R	950	C	1,233.00	1,223.00	0.00	0.00	1,223.00	07/17/21	07/17/21	07/31/22	
1155	A1	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	10/06/21	10/06/21	10/31/22	
1156	A1R	700	C	1,028.00	1,000.00	10.00	0.00	1,010.00	09/01/19	09/01/21	08/31/22	
1157	A1R	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	04/12/22	04/12/22	04/30/23	
1158	A1	700	C	1,028.00	978.00	13.00	0.00	991.00	01/11/16	12/01/21	11/30/22	
1159	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	06/06/02	05/01/22	04/30/23	
1160	A1	700	C	1,028.00	986.00	10.00	0.00	996.00	10/19/15	07/01/21	06/30/22	
1161	A1	700	C	1,028.00	986.00	10.00	0.00	996.00	06/05/20	06/01/21	05/31/22	
1162	A1	700	C	1,028.00	981.00	10.00	0.00	991.00	11/01/10	09/01/21	08/31/22	
1163	A1	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	08/24/21	08/24/21	08/31/22	
1164	A1R	700	C	1,028.00	1,018.00	15.99	0.00	1,033.99	10/18/21	10/18/21	10/31/22	
1165	A1	700		1,028.00	0.00	0.00	0.00	0.00				
1166	A1	700	C	1,028.00	1,028.00	110.00	0.00	1,138.00	05/01/20	06/01/21	04/30/22	
1167	A1R	700	C	1,028.00	1,015.00	18.99	0.00	1,033.99	01/11/22	01/11/22	12/31/22	
1168	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	04/30/19	05/01/22	04/30/23	
1169	A1R	700		1,028.00	0.00	0.00	0.00	0.00				
1170	A1R	700		1,028.00	0.00	0.00	0.00	0.00				
1171	A1R	700		1,028.00	0.00	0.00	0.00	0.00				
1172	A1R	700	C	1,028.00	996.00	100.00	0.00	1,096.00	05/01/20	02/01/21	01/31/22	09/30/22
1173	A1R	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	02/01/21	01/01/22	12/31/22	
1174	A1R	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	08/16/21	08/09/21	07/31/22	
1175	A1	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	09/02/21	09/02/21	08/31/22	
1176	A1R	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	04/25/20	04/01/22	03/31/23	
1177	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	05/01/20	05/01/22	04/30/23	
1178	A1	700	C	1,028.00	952.00	13.00	0.00	965.00	03/11/13	03/01/22	02/28/23	
1179	A1R	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	04/01/21	05/01/22	04/30/23	
1180	A1R	700	C	1,028.00	978.00	10.00	0.00	988.00	10/30/18	10/01/21	09/30/22	
1181	A1R	700	C	1,028.00	931.00	10.00	0.00	941.00	06/28/19	07/01/21	06/30/22	
1182	A1R	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	08/26/20	11/01/21	10/31/22	
1183	A1	700	C	1,028.00	1,015.00	18.99	0.00	1,033.99	11/16/21	11/16/21	11/30/22	
1184	A1	700	C	1,028.00	981.00	10.00	0.00	991.00	05/02/16	09/01/21	08/31/22	
1185	A1	700	C	1,028.00	1,000.00	15.99	0.00	1,015.99	08/08/19	09/01/21	08/31/22	
1186	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	05/02/22	05/02/22	04/30/23	
1187	A1	700	C	1,028.00	926.00	10.00	0.00	936.00	07/01/15	07/01/21	06/30/22	
1188	A1R	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	03/23/18	03/01/22	02/28/23	
1189	A1	700	C	1,028.00	976.00	10.00	0.00	986.00	09/01/09	09/01/21	08/31/22	
1190	A1R	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	08/06/21	08/06/21	07/31/22	
1191	A1	700		1,028.00	0.00	0.00	0.00	0.00				
1192	A1R	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	07/23/21	07/23/21	06/30/22	
1193	A1	700		1,028.00	0.00	0.00	0.00	0.00				
1194	A1	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	11/11/20	10/01/21	09/30/22	
1195	A1R	700	C	1,028.00	986.00	10.00	0.00	996.00	09/22/20	09/01/21	08/31/22	
1196	A1R	700	C	1,028.00	971.00	10.00	0.00	981.00	08/11/17	10/01/21	09/30/22	
1197	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	11/23/21	11/23/21	11/30/22	
1198	A1	700	C	1,028.00	926.00	10.00	0.00	936.00	10/31/11	08/01/21	07/31/22	
2001	B2	950	C	1,233.00	1,135.00	10.00	0.00	1,145.00	10/01/20	10/01/21	09/30/22	
2002	C1	1141	C	1,425.00	1,415.00	10.00	0.00	1,425.00	10/04/21	10/01/21	09/30/22	
2003	B2	1051	C	1,233.00	1,104.00	10.00	0.00	1,114.00	02/14/14	06/01/21	05/31/22	
2004	A1	700	C	1,028.00	972.00	13.00	0.00	985.00	05/17/13	05/01/22	04/30/23	
2005	Eff	400	C	925.00	707.00	13.00	0.00	720.00	12/29/15	01/01/22	12/31/22	
2006	Eff	400	C	925.00	817.00	13.00	0.00	830.00	04/02/19	04/01/22	03/31/23	
2007	Eff	400	C	925.00	820.00	10.00	0.00	830.00	06/01/21	05/28/21	05/31/22	
2008	Eff	400	C	925.00	790.00	10.00	0.00	800.00	05/01/09	06/01/21	05/31/22	
2009	B2	1051	C	1,233.00	1,216.00	13.00	0.00	1,229.00	11/01/13	11/01/21	10/31/22	
2010	A1R	700	C	1,028.00	983.00	13.00	0.00	996.00	04/01/21	04/01/22	03/31/23	
2011	EFFR	400	C	925.00	817.00	13.00	0.00	830.00	12/27/19	12/01/21	11/30/22	

2012	EFFR	400	C	925.00	912.00	13.00	0.00	925.00	03/29/22	03/29/22	02/28/23
2013	EFFR	400	C	925.00	817.00	13.00	0.00	830.00	04/12/21	04/01/22	03/31/23
2014	Eff	400	C	925.00	817.00	18.99	0.00	835.99	01/01/22	12/27/21	12/31/22
2015	EFFR	400	C	925.00	817.00	13.00	0.00	830.00	10/23/20	12/01/21	11/30/22
2016	Eff	400	C	925.00	817.00	13.00	0.00	830.00	12/31/15	01/01/22	12/31/22
2017	A1	700	C	1,028.00	926.00	10.00	0.00	936.00	04/01/19	08/01/21	07/31/22
2018	A1R	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	02/28/22	02/28/22	01/31/23
2019	A1	700	C	1,028.00	1,028.00	0.00	0.00	1,028.00	11/01/16	02/01/22	01/31/23
2020	A1	700	C	1,028.00	931.00	10.00	0.00	941.00	12/01/14	09/01/21	08/31/22
2021	Eff	400	C	925.00	817.00	13.00	0.00	830.00	04/29/15	04/01/22	03/31/23
2022	Eff	400	C	925.00	925.00	110.00	0.00	1,035.00	03/22/21	03/20/21	03/31/22
2023	A1	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	06/18/21	06/16/21	05/31/22
2024	A1R	700	C	1,028.00	931.00	10.00	0.00	941.00	03/21/18	09/01/21	08/31/22
2025	A1R	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	03/19/22	03/19/22	02/28/23
2026	A1	700	C	1,028.00	978.00	13.00	0.00	991.00	09/14/13	11/01/21	10/30/22
2027	A1R	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	11/28/17	11/01/21	10/31/22
2028	A1R	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	04/01/22	04/01/22	03/30/23
2029	A1	700	C	1,028.00	1,018.00	15.99	0.00	1,033.99	05/20/21	05/20/21	05/31/22
2030	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	06/11/21	04/01/22	03/31/23
2031	A1R	700	C	1,028.00	0.00	0.00	0.00	0.00			
2032	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	04/01/19	04/01/22	03/31/23
2033	A1	700	C	1,028.00	0.00	0.00	0.00	0.00			
2034	A1R	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	11/27/17	11/01/21	10/31/22
2035	A1R	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	11/05/19	11/01/21	10/31/22
2036	A1	700	C	1,028.00	986.00	10.00	0.00	996.00	01/11/16	07/01/21	06/30/22
2037	A1R	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	05/01/21	05/01/22	04/30/23
2038	A1	700	C	1,028.00	931.00	15.99	0.00	946.99	06/15/15	06/01/21	05/31/22
2039	A1R	700	C	1,028.00	1,028.00	13.00	0.00	1,041.00	12/02/21	12/01/21	10/31/22
2040	A1R	700	C	1,028.00	0.00	0.00	0.00	0.00			
2041	A1	700	C	1,028.00	978.00	13.00	0.00	991.00	11/16/18	11/01/21	10/31/22
2042	A1R	700	C	1,028.00	996.00	10.00	0.00	1,006.00	08/21/20	08/01/21	07/31/22
2043	A1R	700	C	1,028.00	978.00	13.00	0.00	991.00	02/01/19	04/01/22	03/31/23
2044	A1	700	C	1,028.00	931.00	10.00	0.00	941.00	09/23/16	09/01/21	08/31/22
2045	A1	700	C	1,028.00	926.00	10.00	0.00	936.00	06/29/13	07/01/21	06/30/22
2046	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	04/23/21	04/01/22	03/31/23
2047	A1	700	C	1,028.00	981.00	10.00	0.00	991.00	05/03/17	09/01/21	08/31/22
2048	A1	700	C	1,028.00	981.00	10.00	0.00	991.00	12/19/14	09/01/21	08/31/22
2049	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	10/01/09	04/01/22	03/31/23
2050	A1	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	09/25/19	09/01/21	08/31/22
2051	B1R	770	C	1,233.00	1,220.00	13.00	0.00	1,233.00	03/01/19	04/01/22	03/31/23
2052	B2	950	C	1,233.00	1,104.00	10.00	0.00	1,114.00	07/20/16	08/01/21	07/31/22
2053	B1R	770	C	1,233.00	1,220.00	13.00	0.00	1,233.00	01/02/20	01/01/22	12/31/22
2054	B2	950	C	1,233.00	1,104.00	10.00	0.00	1,114.00	06/24/16	06/01/21	05/31/22
2055	C1R	1150	C	1,425.00	1,415.00	15.99	0.00	1,430.99	09/14/21	09/14/21	08/31/22
2056	C1	1141	C	1,425.00	1,378.00	18.99	1,391.00	5.99	12/11/19	12/01/21	11/30/22
2057	C1R	1150	C	1,425.00	1,344.00	13.00	0.00	1,357.00	03/01/18	03/01/22	02/28/23
2058	C1	1141	C	1,425.00	1,276.00	10.00	0.00	1,286.00	08/01/18	08/01/21	07/31/22
2059	B2R	950	C	1,233.00	1,182.00	13.00	0.00	1,195.00	10/16/20	12/01/21	11/30/22
2060	B1	770	C	1,233.00	1,064.00	10.00	0.00	1,074.00	05/01/10	06/01/21	05/31/22
2061	B2	950	C	1,233.00	1,220.00	13.00	0.00	1,233.00	12/04/20	12/01/21	11/30/22
2062	B1	770	C	1,233.00	1,219.00	10.00	0.00	1,229.00	12/01/12	12/01/21	11/30/22
2063	B2	950	C	1,233.00	1,104.00	10.00	0.00	1,114.00	08/20/16	08/01/21	07/31/22
2064	B1	770	C	1,233.00	1,233.00	110.00	0.00	1,343.00	12/01/18	04/01/21	03/31/22
2065	B2	950	C	1,233.00	1,220.00	13.00	0.00	1,233.00	02/14/22	02/14/22	01/31/23
2066	B1R	770	C	1,233.00	1,220.00	13.00	0.00	1,233.00	02/01/21	02/01/22	01/31/23
2067	B1	770	C	1,233.00	1,220.00	13.00	0.00	1,233.00	11/05/21	11/05/21	10/31/22
2068	B2R	950	C	1,233.00	1,202.00	13.00	0.00	1,215.00	03/09/18	03/01/22	02/28/23
2069	B1	770	C	1,233.00	1,159.00	10.00	0.00	1,169.00	03/09/15	07/01/21	06/30/22
2070	B2	950	C	1,233.00	1,233.00	13.00	0.00	1,246.00	04/01/22	04/01/22	03/31/23
2071	B2R	950	C	1,233.00	1,220.00	10.00	0.00	1,230.00	09/25/20	09/01/21	08/31/22
2072	B1	770	C	1,233.00	1,180.00	10.00	0.00	1,190.00	11/01/16	11/01/21	10/31/22
2073	B2	950	C	1,233.00	1,209.00	10.00	0.00	1,219.00	09/02/15	10/01/21	09/30/22
2074	B1	770	C	1,233.00	1,223.00	10.00	0.00	1,233.00	08/02/19	10/01/21	09/30/22
2075	C1	1141	C	1,425.00	1,415.00	10.00	0.00	1,425.00	09/24/21	09/24/21	09/30/22
2076	C1	1141	C	1,425.00	1,387.00	13.00	0.00	1,400.00	04/01/13	04/01/22	03/31/23
2077	C1R	1150	C	1,425.00	1,415.00	10.00	0.00	1,425.00	09/14/21	09/14/21	09/30/22
2078	C1	1141	C	1,425.00	1,343.00	18.99	0.00	1,361.99	11/01/11	12/01/21	11/30/22
2079	C1	1141	C	1,425.00	1,415.00	10.00	0.00	1,425.00	08/01/20	07/01/21	06/30/22
2080	C1	1141	C	1,425.00	1,387.00	13.00	0.00	1,400.00	04/30/16	04/01/22	03/31/23
2081	C1	1141	C	1,425.00	1,371.00	10.00	0.00	1,381.00	06/01/20	07/01/21	06/30/22
2082	C1	1141	C	1,425.00	1,376.00	13.00	0.00	1,389.00	02/01/17	02/01/22	01/31/23
2083	C1	1141	C	1,425.00	1,412.00	13.00	0.00	1,425.00	03/05/21	03/01/22	02/28/23

2084	C1	1141		1,425.00	0.00	0.00	0.00	0.00					
2085	C1	1141	C	1,425.00	1,276.00	10.00	0.00	1,286.00	08/15/12	08/01/21	07/31/22		
2086	C1	1141	C	1,425.00	1,412.00	13.00	0.00	1,425.00	06/01/17	03/01/22	02/28/23		
2087	B2R	950	C	1,233.00	1,220.00	13.00	0.00	1,233.00	05/01/22	04/26/22	02/28/23		
2088	B1	770	C	1,233.00	1,220.00	18.99	0.00	1,238.99	04/01/20	03/01/22	02/28/23		
2089	B2R	950	C	1,233.00	1,154.00	10.00	0.00	1,164.00	07/20/18	07/01/21	06/30/22		
2090	B1	770	C	1,233.00	1,197.00	13.00	0.00	1,210.00	02/01/20	01/01/22	12/30/22		
2091	B2	950	C	1,233.00	1,223.00	10.00	0.00	1,233.00	07/14/21	07/14/21	06/30/22		
2092	B1	770	C	1,233.00	1,167.00	13.00	0.00	1,180.00	01/16/13	01/01/22	12/31/22		
2093	B2	950	C	1,233.00	1,159.00	10.00	0.00	1,169.00	05/02/16	09/01/21	08/31/22		
2094	B1	770		1,233.00	0.00	0.00	0.00	0.00					
2095	B2	950	C	1,233.00	1,220.00	13.00	0.00	1,233.00	10/29/21	10/29/21	10/31/22		
2096	B1R	770	C	1,233.00	1,220.00	13.00	0.00	1,233.00	05/13/20	05/01/22	04/30/23		
2097	B2	950		1,233.00	0.00	0.00	0.00	0.00					
2098	B1R	770	UE	1,233.00	1,233.00	100.00	0.00	1,333.00	12/18/20	12/18/20	12/31/21	05/09/22	
2099	B2	950	C	1,233.00	1,104.00	10.00	0.00	1,114.00	07/30/16	07/01/21	06/30/22		
2100	B1R	770	C	1,233.00	1,220.00	13.00	0.00	1,233.00	02/15/18	02/01/22	01/31/23		
2101	B2	950	C	1,233.00	1,207.00	13.00	0.00	1,220.00	11/01/16	11/01/21	10/31/22		
2102	B1	770	C	1,233.00	1,172.00	18.99	0.00	1,190.99	04/15/19	05/01/22	04/30/23		
2103	B2	950	C	1,233.00	1,220.00	13.00	0.00	1,233.00	02/01/22	01/31/22	12/31/22		
2104	B1	770	C	1,233.00	1,223.00	15.99	0.00	1,238.99	06/01/21	05/27/21	05/31/22		
2105	B2	950	C	1,233.00	1,220.00	13.00	0.00	1,233.00	01/11/21	01/01/22	12/31/22		
2106	B1	770	C	1,233.00	1,220.00	13.00	0.00	1,233.00	01/12/22	01/11/22	12/31/22		
2107	B2R	950	C	1,233.00	1,220.00	26.00	0.00	1,246.00	03/04/21	03/01/22	02/28/23		
2108	B1R	770	C	1,233.00	1,104.00	10.00	0.00	1,114.00	06/01/18	07/01/21	06/30/22		
2109	B2R	950	C	1,233.00	1,207.00	13.00	0.00	1,220.00	12/28/18	01/01/22	12/31/22		
2110	B1R	770	C	1,233.00	1,114.00	10.00	0.00	1,124.00	11/29/17	11/01/21	10/31/22		
2111	EFFR	400	C	925.00	805.00	10.00	0.00	815.00	08/09/18	09/01/21	08/31/22		
2112	EFFR	400	C	925.00	925.00	110.00	0.00	1,035.00	05/17/18	05/01/21	04/30/22	05/31/22	
2115	Eff	400	C	925.00	780.00	10.00	0.00	790.00	06/15/15	06/01/21	06/01/22		
2116	Eff	400	C	925.00	772.00	13.00	0.00	785.00	03/10/17	03/01/22	02/28/23		
2117	EFFR	400	C	925.00	817.00	13.00	0.00	830.00	01/31/20	01/01/22	12/31/22		
2118	EFFR	400	C	925.00	820.00	10.00	0.00	830.00	10/04/21	10/02/21	09/30/22		
2121	EFFR	400		925.00	0.00	0.00	0.00	0.00					
2122	EFFR	400	C	925.00	820.00	10.00	0.00	830.00	08/09/19	08/01/21	07/31/22		
2123	A1	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	10/30/12	10/01/21	09/30/22		
2124	A1R	700	C	1,028.00	983.00	18.99	0.00	1,001.99	03/17/21	03/01/22	02/28/23		
2125	A1	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	09/04/12	09/01/21	08/31/22		
2126	A1	700	C	1,028.00	981.00	10.00	0.00	991.00	06/25/14	06/01/21	05/31/22		
2127	A1	700	UE	1,028.00	1,015.00	13.00	0.00	1,028.00	02/03/16	12/01/21	11/30/22	09/30/22	
2128	A1	700	C	1,028.00	985.00	13.00	0.00	998.00	11/05/11	01/01/22	12/31/22		
2129	A1R	700	C	1,028.00	971.00	10.00	0.00	981.00	08/01/18	08/01/21	07/31/22		
2130	A1R	700	C	1,028.00	986.00	10.00	0.00	996.00	04/13/18	07/01/21	05/31/22		
2131	EFFR	400	C	925.00	925.00	110.00	0.00	1,035.00	05/20/20	05/01/21	04/30/22		
2132	Eff	400	C	925.00	760.00	10.00	0.00	770.00	09/11/20	09/01/21	08/31/22		
2133	EFFR	400	C	925.00	820.00	10.00	0.00	830.00	04/13/20	06/01/21	05/31/22	06/16/22	
2134	EFFR	400	C	925.00	817.00	13.00	0.00	830.00	11/23/21	11/23/21	11/30/22		
2135	EFFR	400	C	925.00	925.00	110.00	0.00	1,035.00	12/05/19	04/01/21	03/31/22	05/01/22	
2136	Eff	400	C	925.00	912.00	13.00	0.00	925.00	03/10/22	03/10/22	02/28/23		
2137	Eff	400	C	925.00	820.00	10.00	0.00	830.00	10/16/20	10/01/21	09/30/22		
2138	Eff	400	C	925.00	817.00	13.00	0.00	830.00	01/04/22	01/04/22	12/31/22		
2139	EFFR	400	C	925.00	797.00	13.00	0.00	810.00	02/23/21	03/01/22	02/28/23		
2140	EFFR	400	C	925.00	817.00	13.00	0.00	830.00	01/22/21	01/01/22	12/31/22		
2141	Eff	400	C	925.00	817.00	13.00	0.00	830.00	10/01/13	02/01/22	01/31/23		
2142	EFFR	400	C	925.00	820.00	10.00	0.00	830.00	08/09/21	08/09/21	07/31/22		
2143	EFFR	400	C	925.00	815.00	10.00	0.00	825.00	10/31/20	11/01/21	10/31/22	05/31/22	
2144	EFFR	400	C	925.00	912.00	13.00	0.00	925.00	04/01/22	03/29/22	03/31/23		
2145	EFFR	400	C	925.00	817.00	13.00	0.00	830.00	04/09/21	04/01/22	03/31/23		
2146	Eff	400	C	925.00	820.00	10.00	0.00	830.00	09/28/21	09/28/21	09/30/22		
2147	B1R	770	C	1,233.00	1,220.00	13.00	0.00	1,233.00	01/07/20	01/01/22	12/31/22		
2148	B2R	950	C	1,233.00	1,207.00	13.00	0.00	1,220.00	01/01/18	01/01/22	12/31/22		
2149	B1	770	C	1,233.00	1,207.00	13.00	0.00	1,220.00	01/30/14	01/01/22	12/31/22	06/30/22	
2150	B2	950	C	1,233.00	1,223.00	10.00	0.00	1,233.00	07/15/21	07/15/21	06/30/22		
2151	B1	770	C	1,233.00	1,220.00	13.00	0.00	1,233.00	06/01/07	03/01/22	02/28/23		
2152	B2	950	C	1,233.00	1,159.00	15.99	0.00	1,174.99	11/01/16	08/01/21	07/31/22		
2153	B1R	770	UE	1,233.00	1,233.00	15.99	0.00	1,248.99	09/24/21	09/24/21	09/30/22	11/30/22	

2154	B2	950	C	1,233.00	1,159.00	10.00	0.00	1,169.00	05/05/16	09/01/21	08/31/22		
2155	A1	700	C	1,028.00	978.00	13.00	0.00	991.00	12/21/18	01/01/22	11/30/22		
2156	A1R	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	07/09/21	07/09/21	06/30/22		
2157	A1	700	C	1,028.00	1,016.00	10.00	0.00	1,026.00	09/24/20	09/01/21	08/31/22		
2158	A1R	700	C	1,028.00	981.00	10.00	0.00	991.00	06/19/18	06/01/21	05/31/22		
2159	A1R	700	C	1,028.00	1,015.00	18.99	0.00	1,033.99	04/07/21	04/01/22	03/31/23		
2160	A1	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	01/10/17	01/01/22	12/31/22		
2161	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	02/11/22	02/10/22	01/31/23		
2162	A1	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	05/24/21	05/24/21	05/31/22		
2163	A1	700	C	1,028.00	978.00	10.00	0.00	988.00	02/05/16	07/01/21	06/30/22		
2164	A1R	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	04/02/20	04/01/22	03/31/23		
2165	A1	700	C	1,028.00	962.00	13.00	0.00	975.00	12/31/16	05/01/22	04/30/23		
2166	A1	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	10/20/14	10/01/21	09/30/22		
2167	A1R	700	C	1,028.00	1,002.00	13.00	0.00	1,015.00	02/28/20	02/01/22	01/31/23		
2168	A1	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	06/11/21	06/11/21	05/31/22		
2169	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	10/07/19	11/01/21	10/31/22		
2170	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	04/01/20	04/01/22	03/31/23		
2171	A1R	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	10/15/21	10/14/21	10/31/22		
2172	A1R	700	C	1,028.00	928.00	13.00	0.00	941.00	05/01/18	11/01/21	10/31/22		
2173	A1	700	C	1,028.00	983.00	13.00	0.00	996.00	05/01/12	04/01/22	03/31/23		
2174	A1R	700	C	1,028.00	878.00	13.00	0.00	891.00	04/01/18	09/01/21	08/31/22		
2175	A1R	700	C	1,028.00	928.00	13.00	0.00	941.00	01/11/18	01/01/22	12/31/22		
2176	A1R	700	C	1,028.00	1,015.00	18.99	0.00	1,033.99	12/02/21	12/02/21	11/30/22		
2177	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	03/19/19	03/01/22	02/28/23		
2178	A1R	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	11/22/19	11/01/21	10/31/22		
2179	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	03/02/12	04/01/22	03/31/23		
2180	A1	700	C	978.00	1,015.00	18.99	0.00	1,033.99	06/01/21	05/01/22	04/30/23		
2181	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	04/02/19	04/01/22	03/31/23		
2182	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	04/01/19	05/01/22	04/30/23		
2183	A1	700	C	1,028.00	1,013.00	13.00	0.00	1,026.00	02/11/22	02/11/22	01/31/23		
2184	A1R	700	C	1,028.00	1,015.00	113.00	0.00	1,128.00	04/27/18	04/01/21	03/31/22	05/17/22	
2185	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	04/05/19	03/01/22	02/28/23		
2186	A1	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	06/11/21	06/11/21	05/31/22		
2187	A1	700	C	1,028.00	996.00	10.00	0.00	1,006.00	08/05/20	08/01/21	07/31/22		
2188	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	04/25/22	04/23/22	04/30/23		
2189	A1R	700	C	1,028.00	1,018.00	15.99	0.00	1,033.99	06/26/21	06/26/21	06/30/22		
2190	A1	700	C	1,028.00	976.00	10.00	0.00	986.00	05/01/13	09/01/21	08/31/22		
2191	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	02/14/20	02/01/22	01/31/23		
2192	A1R	700	C	1,028.00	1,018.00	10.00	0.00	1,028.00	08/15/19	08/01/21	07/31/22		
2193	A1	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	09/03/19	02/01/22	01/31/23		
2194	A1R	700	C	1,028.00	931.00	10.00	0.00	941.00	06/20/17	06/01/21	05/31/22		
2195	A1R	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	04/16/18	04/01/22	03/31/23		
2196	A1	700	C	1,028.00	1,028.00	110.00	0.00	1,138.00	05/04/19	05/01/21	04/30/22	04/30/22	
2197	A1R	700	C	1,028.00	1,015.00	13.00	0.00	1,028.00	04/14/22	04/14/22	03/31/23		
2198	A1R	700	F	1,028.00	0.00	100.00	0.00	100.00	08/15/18	12/01/20	11/30/21	05/03/22	
				424,378.00	386,069.70	6,407.64	1,391.00	391,086.34					

Property Occupancy

Type	Status	Market Rent		Units		Square Footage	
Total	Occupied	405,596.00	95.6%	369	95.6%	267,945.00	95.4%
Total	Vacant	18,782.00	4.4%	17	4.4%	12,881.00	4.6%
		424,378.00		386		280,826.00	

Unit Type Occupancy

Type	Status	Market Rent		Units		Square Footage	
A1	Occupied	93,498.00	93.8%	91	93.8%	63,700.00	93.8%
A1	Vacant	6,168.00	6.2%	6	6.2%	4,200.00	6.2%
A1R	Occupied	74,016.00	93.5%	72	93.5%	50,400.00	93.5%
A1R	Vacant	5,140.00	6.5%	5	6.5%	3,500.00	6.5%
B1	Occupied	36,990.00	93.8%	30	93.8%	23,100.00	93.8%
B1	Vacant	2,466.00	6.3%	2	6.3%	1,540.00	6.3%
B1R	Occupied	24,660.00	100.0%	20	100.0%	15,400.00	100.0%
B1R	Vacant	0.00	0.0%	0	0.0%	0.00	0.0%
B2	Occupied	39,456.00	97.0%	32	97.0%	30,602.00	97.0%
B2	Vacant	1,233.00	3.0%	1	3.0%	950.00	3.0%
B2R	Occupied	27,126.00	100.0%	22	100.0%	20,900.00	100.0%
B2R	Vacant	0.00	0.0%	0	0.0%	0.00	0.0%
C1	Occupied	32,775.00	95.8%	23	95.8%	26,243.00	95.8%
C1	Vacant	1,425.00	4.2%	1	4.2%	1,141.00	4.2%
C1R	Occupied	11,400.00	88.9%	8	88.9%	9,200.00	88.9%
C1R	Vacant	1,425.00	11.1%	1	11.1%	1,150.00	11.1%
Eff	Occupied	27,750.00	100.0%	30	100.0%	12,000.00	100.0%
Eff	Vacant	0.00	0.0%	0	0.0%	0.00	0.0%
EFFR	Occupied	37,925.00	97.6%	41	97.6%	16,400.00	97.6%
EFFR	Vacant	925.00	2.4%	1	2.4%	400.00	2.4%
		424,378.00		386		280,826.00	