## Contact Information

<table>
<thead>
<tr>
<th>Primary Contact</th>
<th>Tom Huth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>13455 Noel Road, Suite 400</td>
</tr>
<tr>
<td></td>
<td>Dallas, TX 75240</td>
</tr>
<tr>
<td>Phone</td>
<td>972-774-4400</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:tom@palladiumusa.com">tom@palladiumusa.com</a></td>
</tr>
<tr>
<td>Secondary Contact</td>
<td>Sara Reidy</td>
</tr>
<tr>
<td>Phone</td>
<td>214-941-0089</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:sreidy@cldctx.com">sreidy@cldctx.com</a></td>
</tr>
<tr>
<td>Consultant Contact</td>
<td>Kim Parker Schwimmer</td>
</tr>
<tr>
<td>Phone</td>
<td>214-405-3507</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:kim@thelandexperts.net">kim@thelandexperts.net</a></td>
</tr>
</tbody>
</table>

## Development Information

| Name of Proposed Entity   | Tomball Apartments, Ltd.                     |
| Development Name          | Tomball Apartments                           |
| Development Type          | New Construction                             |
| Secondary Type            | None                                          |
| Previous TDHCA #          |                                               |
| Initial Construction Year |                                               |
| Units Demolished          | 0                                             |
| Units Reconstructed       |                                               |
| # of Non-Contiguous Sites | 1                                             |
| # of Census Tracts        | 1                                             |
| Target Population         | General                                       |
| Development Address       | 14423 Medical Complex Drive                   |
|                          | Tomball, TX 77377                             |
| ETJ?                     | Y                                             |
| County                   | Harris                                        |
| Region                   | 6                                             |
| Rural/Urban              | Urban                                         |
| Census Tracts            | 48201555501                                   |
| Total LI Units           | 100                                           |
| Total MR Units           | 20                                            |
| Total Units              | 120                                           |
| HTC Request              | $1,500,000.00                                 |
| Pre-App Fee Due          | $1,200.00                                     |
| Has Fee already submitted? | Yes                                         |
| Name on Check            | Omnium Realty Services                        |
| Check Number             | 23047                                         |
| Set-Aside Election       | none                                          |

## Notifications

| U.S. Representative      | Kevin Brady                                   |
|                         | District: 8                                   |
| State Senator           | Paul Bettencourt                              |
|                         | District: 7                                   |
| State Representative    | Tom Oliverson                                 |
|                         | District: 130                                 |
School Superintendent: Dr. Martha Salazar-Zamora  
School District: Tomball ISD  
School District Address: 310 S. Cherry Street  
Tomball, TX  77375  

Presiding Officer of Board of Trustees: Michael Pratt  
Address: 310 S. Cherry Street  
Tomball, TX  77375  

Elected Officials: Lina Hidalgo  
Rodney Ellis  
Adrian Garcia  
Steve Radack  
R. Jack Cagle  
Gretchen B. Fagan  
John Ford  
Mark Stoll  
Chad Degges  
Derek Townsend Sr.  
Lori Klein Quinn  

Neighborhood Organizations: None

Competitive Housing Tax Credit Selection Self-Score

Criteria Promoting Development of High Quality Housing

Unit Sizes: 6  
Unit Features: 9  
Sponsor Characteristics: 2  
High Quality Housing Total: 17

Criteria to Serve and Support Texans Most in Need

Income Levels of Residents: 15  
Rent Levels of Residents: 11  
Resident Services: 11  
Opportunity Index: 7  
Underserved Area: 4  
Tenant Populations with Special Housing Needs: 3  
Proximity to Jobs: 2  
Serve and Support Texans Most in Need Total: 53

Criteria Promoting Community Support and Engagement

Commitment of Development Funding by Local Political Subdivision: 1  
Declared Disaster Area: 10  
Community Support and Engagement Total: 11
Criteria Promoting Efficient Use of Limited Resources and Applicant Accountability

- Financial Feasibility: 26
- Cost of Development per Square Foot: 12
- Pre-Application Participation: 6
  - Leveraging Private, State and Federal Resources: 3
- Extended Affordability: 4
- Historic Preservation: 0
- Right of First Refusal: 1
- Funding Request Amount: 1
- Efficient Use of Limited Resources and Applicant Accountability Total: 53
  - Point Adjustment: 134
- Total Applicant Self-Score: 134

Intent to Request Points for Items not Included in the Applicant's Self-Score

- Readiness to Proceed: 5 points
- Government Support: 17 points
  - Quantifiable Community Participation: 4 points
  - Community Support from a State Representative: 8 points
  - Input from Community Organizations: 4 points
  - Concerted Revitalization Plan: 0 points

Attachments and Certifications

- Site Control Documentation: Tomball Apartments - Land Contract.pdf
- Census Tract Map: Tomball Apartments CT Map.pdf
- Neighborhood Risk Factors:
- Other Pertinent Information:
1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

   **Seller:** Charlotte L. Bailey  
   **Address:** 14423 Medical Complex Dr, Tomball, TX 77377-6252  
   **Phone:** E-mail: robchar@hal-pc.org

   **Buyer:** Riva Switzerland, Inc. or its permitted Assigns  
   **Address:** C/O Shackelford, Bowen, McKinley & Norton, LLP  
   **Phone:** (214)780-1413  
   **E-mail:** jenniferg@rivaswitzerland.com

2. **PROPERTY:**

   A. "Property" means that real property situated in Harris County, Texas at 5 Acres at 14423 Medical Complex Drive, and that is legally described on the attached Exhibit A or as follows:

   B. Seller will sell and convey the Property together with:

      (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
      (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
      (3) Seller's interest in all licenses and permits related to the Property.

   *(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)*

   *(If mineral rights are to be reserved an appropriate addendum should be attached.)*

3. **SALES PRICE:**

   A. At or before closing, Buyer will pay the following sales price for the Property:

      (1) Cash portion payable by Buyer at closing .......................... $ 1,350,000.00
      (2) Sum of all financing described in Paragraph 4 ........................ $
      (3) Sales price (sum of 3A(1) and 3A(2)) ........................ $ 1,350,000.00
Commercial Contract - Unimproved Property concerning 5 Acres at 14423 Medical Complex Drive

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- (1) The sales price will not be adjusted based on a survey.
- (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of $________ per:

- (i) square foot of total area
- (ii) acre of total area

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- (i) public roadways;
- (ii) rights-of-way and easements other than those that directly provide utility services to the Property;

(c) If the sales price is adjusted by more than ______% of the stated sales price, either party may terminate this contract by providing written notice to the other party within ________ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- A. Third Party Financing: One or more third party loans in the total amount of $________.

This contract:

- (1) is not contingent upon Buyer obtaining third party financing.
- (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).

- B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $________.

- C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of $________.

5. EARNEST MONEY:

- A. Not later than 3 days after the effective date, Buyer must deposit $25,000.00 as earnest money with Chicago Title, 1445 Keefer Rd, Ste A Tomball TX 77375 (title company) at __________________ (address) Rachel Cook 281.767.6012 (closer).

If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

- B. Buyer will deposit an additional amount of $________ with the title company to be made part of the earnest money on or before:

  - (i) _______ days after Buyer's right to terminate under Paragraph 7B expires; or
  - (ii) _______

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.
6. TITLE POLICY AND SURVEY:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
   (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
   (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
   (a) will not be amended or deleted from the title policy.
   (b) will be amended to read "shortages in areas" at the expense of Buyer.

(3) Within 15 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 90 days after the effective date:

   (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer $0.00 (insert amount) of the cost of the survey at closing, if closing occurs.

   (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

   (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller Buyer (updating party) will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party ___________ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

(1) Within 20 bus. days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new
Document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: **Buyer is purchasing property As Is**

B. Feasibility Period: Buyer may terminate this contract for any reason within **8/31/20** days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

X (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $500.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (b) Not later than 3 days after the effective date, Buyer must pay Seller $____________ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional _________ days by depositing additional earnest money in the amount of $____________ with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
(2) Buyer must:
   (a) employ only trained and qualified inspectors and assessors;
   (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
   (c) abide by any reasonable entry rules or requirements of Seller;
   (d) not interfere with existing operations or occupant of the Property; and
   (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller’s agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer’s inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller’s agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within __________ days after the effective date, Seller will deliver to Buyer: (Check all that apply.)
   (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
   (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
   (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
   (d) copies of property tax statements for the Property for the previous 2 calendar years;
   (e) plats of the Property;
   (f) copies of current utility capacity letters from the Property’s water and sewer service provider; and
   (g) __________.

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (Check all that apply.)
   (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
   (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
   (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.
   This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operation:

Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer’s written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer’s written consent. Seller

(TXR-1802) 4-1-18 Initialed for Identification by Seller __________ and Buyer __________

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must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

(1) any failure by Seller to comply with Seller's obligations under the leases;
(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
(3) any advance sums paid by a tenant under any lease;
(4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within _______ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____________________ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: RE/MAX The Woodlands and Spring
Agent: Bill Smith and Marcia Soderberg
Address: 6620 Woodlands Parkway
The Woodlands TX 77382
Phone & Fax: (281)723-3336 (Bill); 281.825.7759 (Marcia)
E-mail: bill.smith@remax.net; marcia@marciasoderberg.com
License No.: 0291076 (Bill); 0641218 (Marcia)

Cooperating Broker: Dynamic Commercial Real Estate
Agent: Kim Schwimmer
Address: 2826 Cole Avenue #300
Dallas, TX 75204
Phone & Fax: (214)405-3507
E-mail: kim@rksgrouprealstate.com
License No.: 8007634

Principal Broker: (Check only one box)
☑ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

B. Fees: (Check only (1) or (2) below.)
(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☑ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:

☑ 3.000 % of the sales price.

Cooperating Broker a total cash fee of:

☑ 3.000 % of the sales price.

The cash fees will be paid in _________________ County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

(TXR-1802) 4-1-18 Initiated for Identification by Seller CL and Buyer JG

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NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
   (1) _____ days after the expiration of the feasibility period.
   (2) 7 days after objections made under Paragraph 6C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver, at Seller’s expense, a general warranty deed. The deed must include a vendor’s lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
   (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
   (2) without any assumed loans in default; and
   (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller’s expense, will also deliver to Buyer:
   (1) tax statements showing no delinquent taxes on the Property;
   (2) an assignment of all leases to or on the Property;
   (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
   (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
   (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller’s proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
   (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:
   (1) pay the sales price in good funds acceptable to the title company;
   (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
   (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
      (a) acknowledges Buyer has received and is responsible for the tenant’s security deposit; and
      (b) specifies the exact dollar amount of the security deposit;
   (4) sign an assumption of all leases then in effect; and
   (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.
11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

See Special Provisions Addendum
House on the property is included with the sale, along with all other existing structures

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:
   (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
   (2) release of Seller's loan liability, if applicable;
   (3) tax statements or certificates;
   (4) preparation of the deed;
   (5) one-half of any escrow fee;
   (6) costs to record any documents to cure title objections that Seller must cure; and
   (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:
   (1) all loan expenses and fees;
   (2) preparation of any deed of trust;
   (3) recording fees for the deed and any deed of trust;
   (4) premiums for flood insurance as may be required by Buyer's lender;
   (5) one-half of any escrow fee;
   (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATI ONS:

A. Prorations:
   (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
   (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
   (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

(TXR-1802) 4-1-18
Initialed for Identification by Seller and Buyer
C. **Rent and Security Deposits:** At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. **DEFAULT:**

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or

☐ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

1. terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
2. extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

1. terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
2. enforce specific performance, or seek such other relief as may be provided by law, or both.

16. **CONDEMNATION:** If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or

B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:

1. Seller and the sales price will be reduced by the same amount; or
2. Buyer and the sales price will not be reduced.

17. **ATTORNEY'S FEES:** If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. **ESCROW:**

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
Commercial Contract - Unimproved Property concerning 5 Acres at 14423 Medical Complex Drive

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

G. Seller and Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)

A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).

B. Except as otherwise provided in this contract, Seller is not aware of:
   (1) any subsurface structures, pits, waste, springs, or improvements;
   (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
   (3) any environmental hazards or conditions that materially affect the Property;
   (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
   (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
   (6) any wetlands, as defined by federal or state law or regulation, on the Property;
   (7) any threatened or endangered species or their habitat on the Property;
   (8) any present or past infestation of wood-destroying insects in the Property's improvements;
   (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
   (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.

B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

(TXR-1802) 4-1-18

Initialed for Identification by Seller and Buyer.
22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: (Check all that apply.)

- (1) Property Description Exhibit identified in Paragraph 2;
- (2) Commercial Contract Financing Addendum (TXR-1931);
- (3) Commercial Property Condition Statement (TXR-1408);
- (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
- (5) Notice to Purchaser of Real Property in a Water District (MUD);
- (6) Addendum for Coastal Area Property (TXR-1915);
- (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
- (8) Information About Brokerage Services (TXR-2501);
- (9) Information About Mineral Clauses in Contract Forms (TXR-2509); and
- (10) Special Provisions Addendum, Information About On-Site Sewer Facility (TXR-1407)

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

E. Buyer may assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receives this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you..."
will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (the Addendum for Coastal Area Property (TXR-1915) may be used).

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used).

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality’s ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment’s normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

I. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder’s spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable:

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on November 29, 2019, the offer will lapse and become null and void.
READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: Charlotte L. Bailey

By: ____________________________
   By (signature): __________________
   Printed Name: ____________________
   Title: ____________________________

Buyer: Riva Switzerland, Inc. or its permitted Assigns

C/O Shackelford, Bowen, McKinley & Norton, LLP

By: Jennifer Grabham
   By (signature): __________________
   Printed Name: Jennifer Grabham
   Title: Authorized Representative

By: ____________________________
   By (signature): __________________
   Printed Name: ____________________
   Title: ____________________________
AGREEMENT BETWEEN BROKERS
(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay __________________________ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- $ ____________ , or
- _______ % of the sales price, or
- _______ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: __________________________
Cooperating Broker: __________________________

By: ________________________________________

By: ________________________________________

ATTOREYS

Seller's attorney: __________________________

Jerold Gardner Law Firm

Address: 500 W Main St

Tomball TX 77375

Phone & Fax: 713.834.7787

E-mail: jwgpc@aol.com

Buyer's attorney: __________________________

David Brusilow, Coats Rose

Address: 14755 Preston Road #600

Dallas, TX 75254

Phone & Fax: (972)419-4711

E-mail: brusilow@coatsrose.com

Seller's attorney requests copies of documents, notices, and other information:

- [X] the title company sends to Seller.
- [ ] Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- [X] the title company sends to Buyer.
- [ ] Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- [X] A. the contract on this day November 22, 2019 (effective date);
- [X] B. earnest money in the amount of $ _______ , on November 25, 2019.

Title company: __________________________

Chicago Title

Address: 1445 Keefer Rd, Ste A

Tomball, TX 77375

Phone & Fax: (281) 351-4088 Fax: (281) 351-4876

Assigned file number (GF#): __________________________

CTT19709218

E-mail: __________________________

Rachel.Cook@ctt.com  Direct: (281) 767-6012
4. Legal description of land:

A tract or parcel of land containing 5.0000 acres of land out of the John M. Hooper Survey, Abstract No. 375, in Harris County, Texas, being a part of that certain 106.66 acre tract described as the West one-half (1/2) of the North one-third (1/3) of the J.M. Hooper Survey, and a part of a 50 acre tract conveyed to Henry Hampel by Deed recorded in Volume 9 A, Page 250, of the Deed Records of said county, and being a part of that certain 106.66 acre tract conveyed by George G. Fore to Emmett W. Fore, et al, by quitclaim deed dated the 5th of March, 1949, and filed for record under Clerk's File No. 1736736, in Harris County, Texas, and said 5.0000 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a very old 1-1/4 inch iron pipe found marking the Southeast corner of the said Henry Hampel 50 acre tract described in Volume 9 A, Page 250, of the Deed Records of said county, and which iron pipe is also marking the Southeast corner of the said 106.66 acre tract quit-claimed by George G. Fore to Emmett W. Fore, et al, and is the Southeast corner of the E. W. Fore 105.1007 acre tract;

THENCE South 89° 42' 53" West with a fence along the South line of said 50 acre tract and the South line of said 106.66 acre tract, a distance of 356.74 feet to a 5/8 inch iron rod at the Southeast corner of the herein described 5.0000 acre tract;

THENCE North 00° 11' 55" West, a distance of 640.55 feet to a 5/8 inch iron rod at the Northwest corner and also marking a point of curve to the left;

THENCE in an Easterly direction with a curve to the left whose long chord bears North 80° 00' 28" East, a distance of 144.45 feet, said curve having a radius of 384.61 feet and a central angle of 19° 35' 14" in all a distance around said curve of 144.79 feet to a 5/8 inch iron rod at the point of reverse curve;

THENCE in an Easterly direction with a curve to the right whose long chord bears North 80° 00' 28" East, a distance of 145.16 feet, and has a radius of 324.61 feet, a central angle of 19°35' 14" a distance of 144.50 feet along said curve to a 5/8 inch iron rod at the Northeast corner of the herein described 5.0000 acre tract and said point marking the intersection of the South line of said Stallones Road, with a fence in the occupied East line of said Fore 105.1007 acre tract;

THENCE South 01° 45' 45" East a distance of 235.01 feet to an old 1 inch iron pipe at an angle corner;

THENCE South 59° 41' 58" East a distance of 6.24 feet to a wooden post at another angle point;

THENCE South 21° 50' 36" East, with said old fence line a distance of 159.72 feet to a 1/2 inch iron rod at an angle corner marking the intersection of said fence with the original Easterly line of said 106.66 acre tract;

THENCE South 00° 27' 09" East, a distance of 302.60 feet to the PLACE OF BEGINNING and containing 5.0000 acres of land, more or less.

Note: The Company is prohibited from insuring the area or quantity of the Land. Any statement in the legal description contained in Schedule A as to area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purposes and does not override Item 2 of Schedule B hereof.

END OF SCHEDULE A
COMMERCIAL PROPERTY CONDITION STATEMENT

CONCERNING THE PROPERTY AT: 14423 Medical Complex Dr. Tomball, TX 77377-6252

THIS IS A DISCLOSURE OF THE SELLER'S OR LANDLORD'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED. IT IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES A BUYER OR TENANT MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, LANDLORD, LANDLORD'S AGENTS OR ANY OTHER AGENT.

PART I - Complete if Property is Improved or Unimproved

Are you (Seller or Landlord) aware of:

<table>
<thead>
<tr>
<th>Aware</th>
<th>Not Aware</th>
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</thead>
<tbody>
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</table>

(1) any of the following environmental conditions on or affecting the Property:

(a) radon gas? .......................................................... [ ] [X]

(b) asbestos components:
   (i) friable components? ........................................... [ ] [X]
   (ii) non-friable components? .................................... [ ] [X]

(c) urea-formaldehyde insulation? ................. [ ] [X]

(d) endangered species or their habitat? ........ [ ] [X]

(e) wetlands? ............................................................ [ ] [X]

(f) underground storage tanks? ....................... [ ] [X]

(g) leaks in any storage tanks (underground or above-ground)? [ ] [X]

(h) lead-based paint? .................................................. [ ] [X]

(i) hazardous materials or toxic waste? ........ [ ] [X]

(j) open or closed landfills on or under the surface of the Property? [ ] [X]

(k) external conditions materially and adversely affecting the Property such as nearby landfills, smelting plants, burners, storage facilities of toxic or hazardous materials, refiners, utility transmission lines, mills, feed lots, and the like? [ ] [X]

(l) any activity relating to drilling or excavation sites for oil, gas, or other minerals? [ ] [X]

(2) previous environmental contamination that was on or that materially and adversely affected the Property, including but not limited to previous environmental conditions listed in Paragraph 1(a)-(i)? [ ] [X]

(3) any part of the Property lying in a special flood hazard area (A or V Zone)? [ ] [X]

(4) any improper drainage onto or away from the Property? [ ] [X]

(5) any fault line at or near the Property that materially and adversely affects the Property? [ ] [X]

(6) air space restrictions or easements on or affecting the Property? [ ] [X]

(7) unrecorded or unplatted agreements for easements, utilities, or access on or to the Property? [ ] [X]

(TXR-1408) 4-1-18 Initialed by Seller or Landlord: [Ch] and Buyer or Tenant: [JG]
(8) special districts in which the Property lies (for example, historical districts, development districts, extraterritorial jurisdictions, or others)? .................................................. Aware Not Aware

(9) pending changes in zoning, restrictions, or in physical use of the Property? .................................................. Aware Not Aware

   The current zoning of the Property is: ..................................................

(10) your receipt of any notice concerning any likely condemnation, planned streets, highways, railroads, or developments that would materially and adversely affect the Property (including access or visibility)? .................................................. Aware Not Aware

(11) lawsuits affecting title to or use or enjoyment of the Property? .................................................. Aware Not Aware

(12) your receipt of any written notices of violations of zoning, deed restrictions, or government regulations from EPA, OSHA, TCEQ, or other government agencies? .................................................. Aware Not Aware

(13) common areas or facilities affiliated with the Property co-owned with others? .................................................. Aware Not Aware

(14) an owners’ or tenants’ association or maintenance fee or assessment affecting the Property? .................................................. Aware Not Aware

   If aware, name of association: ..................................................
   Name of manager: ..................................................
   Amount of fee or assessment: $ __________________________ per __________________________
   Are fees current through the date of this notice? [ ] yes [ ] no [ ] unknown

(15) subsurface structures, hydraulic lifts, or pits on the Property? .................................................. Aware Not Aware

(16) intermittent or weather springs that affect the Property? .................................................. Aware Not Aware

(17) any material defect in any irrigation system, fences, or signs on the Property? .................................................. Aware Not Aware

(18) conditions on or affecting the Property that materially affect the health or safety of an ordinary individual? .................................................. Aware Not Aware

(19) any of the following rights vested in others:
   (a) outstanding mineral rights? .................................................. Aware Not Aware
   (b) timber rights? .................................................. Aware Not Aware
   (c) water rights? .................................................. Aware Not Aware
   (d) other rights? .................................................. Aware Not Aware

(20) any personal property or equipment or similar items subject to financing, liens, or lease(s)? .................................................. Aware Not Aware

   If aware, list items: ..................................................

If you are aware of any of the conditions listed above, explain. (Attach additional information if needed.)

________________________________________________________________________________

________________________________________________________________________________

________________________________________________________________________________

________________________________________________________________________________

________________________________________________________________________________

________________________________________________________________________________

________________________________________________________________________________

(TXR-1408) 4-1-18 Initialed by Seller or Landlord: __________ and Buyer or Tenant: __________ Page 2 of 4

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**PART 2 - Complete only if Property is Improved**

A. Are you (Seller or Landlord) aware of any material defects in any of the following on the Property?

<table>
<thead>
<tr>
<th>(1) Structural Items:</th>
<th>Aware</th>
<th>Not Aware</th>
<th>Not App.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) foundation systems (slabs, columns, trusses, bracing, crawl spaces, piers, beams, footings, retaining walls, basement, grading)?</td>
<td></td>
<td>[ ]</td>
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<tr>
<td>(b) exterior walls?</td>
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<td>[ ]</td>
<td>[ ]</td>
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<tr>
<td>(c) fireplaces and chimneys?</td>
<td></td>
<td>[ ]</td>
<td>[ ]</td>
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<tr>
<td>(d) roof, roof structure, or attic (covering, flashing, skylights, insulation, roof penetrations, ventilation, gutters and downspouts, decki ng)?</td>
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<td>[ ]</td>
<td>[ ]</td>
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<tr>
<td>(e) windows, doors, plate glass, or canopies</td>
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</table>

<table>
<thead>
<tr>
<th>(2) Plumbing Systems:</th>
<th></th>
<th>[ ]</th>
<th>[ ]</th>
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</thead>
<tbody>
<tr>
<td>(a) water heaters or water softeners?</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
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<tr>
<td>(b) supply or drain lines?</td>
<td></td>
<td>[ ]</td>
<td>[ ]</td>
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<tr>
<td>(c) faucets, fixtures, or commodes?</td>
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<td>[ ]</td>
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<tr>
<td>(d) private sewage systems?</td>
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<td>[ ]</td>
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<td>(e) pools or spas and equipments?</td>
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<tr>
<td>(f) sprinkler systems (fire, landscape)?</td>
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<tr>
<td>(g) water coolers?</td>
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<td>[ ]</td>
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<tr>
<td>(h) private water wells?</td>
<td></td>
<td>[ ]</td>
<td>[ ]</td>
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<tr>
<td>(i) pumps or sump pumps?</td>
<td></td>
<td>[ ]</td>
<td>[ ]</td>
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</tbody>
</table>

| (3) HVAC Systems: any cooling, heating, or ventilation systems? |       | [ ]       | [ ]      |

| (4) Electrical Systems: service drops, wiring, connections, conductors, plugs, grounds, power, polarity, switches, light fixtures, or junction boxes? |       | [ ]       | [ ]      |

<table>
<thead>
<tr>
<th>(5) Other Systems or Items:</th>
<th></th>
<th>[ ]</th>
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<tbody>
<tr>
<td>(a) security or fire detection systems?</td>
<td></td>
<td>[ ]</td>
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<tr>
<td>(b) porches or decks?</td>
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<tr>
<td>(c) gas lines?</td>
<td></td>
<td>[ ]</td>
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<tr>
<td>(d) garage doors and door operators?</td>
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<td>[ ]</td>
<td>[ ]</td>
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<tr>
<td>(e) loading doors or docks?</td>
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<tr>
<td>(f) rails or overhead cranes?</td>
<td></td>
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<td>(g) elevators or escalators?</td>
<td></td>
<td>[ ]</td>
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<tr>
<td>(h) parking areas, drives, steps, walkways?</td>
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<tr>
<td>(i) appliances or built-in kitchen equipment?</td>
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If you are aware of material defects in any of the items listed under Paragraph A, explain. (Attach additional information if needed.)

(TXR-1408) 4-1-18 Initiated by Seller or Landlord: [ ] and Buyer or Tenant: [ ]
B. Are you (Seller or Landlord) aware of:

   (1) any of the following water or drainage conditions materially and adversely affecting the Property:
      (a) ground water?  
      (b) water penetration?  
      (c) previous flooding or water drainage?  
      (d) soil erosion or water ponding?  
   (2) previous structural repair to the foundation systems on the Property?  
   (3) settling or soil movement materially and adversely affecting the Property?  
   (4) pest infestation from rodents, insects, or other organisms on the Property?  
   (5) termite or wood rot damage on the Property needing repair?  
   (6) mold to the extent that it materially and adversely affects the Property?  
   (7) mold remediation certificate issued for the Property in the previous 5 years?  
      if yes, attach a copy of the mold remediation certificate.  
   (8) previous termite treatment on the Property?  
   (9) previous fires that materially affected the Property?  
   (10) modifications made to the Property without necessary permits or not in compliance with building codes in effect at the time?  
   (11) any part, system, or component in or on the Property not in compliance with the Americans with Disabilities Act or the Texas Architectural Barrier Statute?  

If you are aware of any conditions described under Paragraph B, explain. (Attach additional information, if needed.)

The undersigned acknowledges receipt of the foregoing statement.

Seller or Landlord:  

Buyer or Tenant:  

NOTICE TO BUYER OR TENANT: The broker representing Seller or Landlord, and the broker representing you advise you that this statement was completed by Seller or Landlord, as of the date signed. The brokers have relied on this statement as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.
SPECIAL PROVISIONS ADDENDUM
To 14423 Medical Complex Drive, Tomball, TX Commercial Contract (the "Contract") for approximately 5 Acres in Size

This Special Provisions Addendum is attached to the form of Texas Realtors Commercial Contract of Sale by and between Riva Tomball, Inc., ("Buyer") and Charlotte L. Bailey ("Seller"). To the extent any of the provisions in the form Contract of Sale are inconsistent with this Addendum, the parties intend for the provisions of this Addendum to control.

Earnest Money: Within three (3) business days following the Effective Date, Buyer shall deliver to Chicago Title Insurance Company, 1445 Keefer Road, Suite A Tomball, Texas 77375, Attention: Rachel Cook, telephone number 281-767-6012 (the "Title Company"), as escrow agent, Twenty Five Thousand and No/100 Dollars ($25,000.00) as earnest money (together with all interest accrued thereon, the "Earnest Money Deposit") with $10,000.00 of this Earnest Money Deposit being non-refundable except by reason of Seller’s default, on May 30th, 2020, provided this Contract has not sooner been terminated, with such amount applied to the Sales Price at Closing. Provided this contract has not sooner been terminated, the balance of the Earnest Money deposit shall be non-refundable at the expiration of the Feasibility Period, except by reason of Seller’s default and applicable to the Sales Price at closing. All deposits shall be deemed "Earnest Money Deposit", shall be applicable to the Sales Price at Closing, and if Buyer does not timely deliver the Earnest Money Deposit as provided in Section 4, Buyer shall be deemed to have terminated this Contract and any portion of the Earnest Money Deposit received by the Title Company shall be returned, subject to the terms contained herein, to Buyer, and neither party shall have any further rights or obligations hereunder, except for any provisions which survive the termination hereof. The Earnest Money Deposit shall be deposited and held by the Title Company in a federally insured account. In the event the transaction is not closed, the Earnest Money Deposit shall be disbursed in accordance with the provisions of this Contract.

Closing: The closing of the sale of the Property to Buyer (the "Closing") shall take place at the Title Company pursuant to an escrow closing on or before September 30, 2020 (the "Closing Date") provided, however, that Buyer may elect to close at any time upon ten (10) day’s written notice to Seller. Buyer shall have the right to extend the date of Closing for two (2) additional periods of sixty (60) days each by giving written notice to Seller together with the payment of Twenty Thousand ($25,000.00) to Seller for each said 60 day extension, which amount shall be non-refundable (except in the event of Seller’s default hereunder and subject to meeting all of the Closing conditions hereinafter set forth) and released to Seller, but shall NOT be applicable to the Sales Price at Closing.

Feasibility Period:

(a) Buyer, at Buyer’s expense, shall conduct such engineering studies of the Property, physical inspections of the Property and studies including structural engineering, economic feasibility and related matters that Buyer deems necessary.

Initialed for identification by Buyer JG and Seller CGB
SPECIAL PROVISIONS ADDENDUM
including studies and inspections to determine the existence of any environmental hazards or conditions (collectively, the “Feasibility Study”) during the period (the “Feasibility Period”) commencing on the Effective Date of this Contract and ending at 5:00 p.m., Tomball, Texas time on August 31, 2020 for Buyer’s intended development of the Property which is construction of multifamily housing (the “Project”). Buyer or its designated agents may enter upon the Property during normal business hours (8 a.m. to 6 p.m., Monday through Friday) during the Feasibility Period, for purposes of analysis or other tests and inspections which may be deemed necessary by Buyer for the Feasibility Study. Buyer shall indemnify Seller for any actual direct losses incurred by Seller in connection with any property damage or personal injury claims arising out of such inspections and testing by Buyer on the Property, except for (i) any such losses which are caused by the negligence or misconduct of Seller, and (ii) any diminution in value of the Property as a result of any findings of Buyer during its Feasibility Study. Buyer shall not conduct any physically destructive or invasive studies or tests to the Property without Seller’s prior written consent, which consent will not be unreasonably withheld.

(b) If Buyer determines for any reason whatsoever, in its sole discretion, at any time prior to the expiration of the Feasibility Period that the Property is not satisfactory to Buyer, then Buyer may terminate this Contract by written notice to Seller within the Feasibility Period given in accordance with this Section, in which event the refundable portion of the Earnest Money Deposit, if any, shall be returned to Buyer by the Title Company, and thereafter neither party shall have any rights or liabilities hereunder, except for such matters contained herein that expressly survive the termination of this Contract. If Buyer does not indicate its disapproval of the Property by written notice given to Seller within the Feasibility Period, the conditions of this Section shall be deemed to have been satisfied, and Buyer may not thereafter terminate this Contract pursuant to this Section, except by reason of Seller’s default and subject to meeting all of the Closing conditions set forth in this Contract.

(c) The Feasibility Study conducted by Buyer shall be at Buyer’s expense. Buyer shall promptly restore the Property and the FF&E (if any) as reasonably close to its condition prior to Buyer’s entry thereon as possible, if damaged or changed due to the tests and inspections performed by Buyer, free of any mechanic’s or materialman’s liens or other encumbrances arising out of any of the inspections or tests.

(d) If Buyer does not elect to terminate this Contract during the Feasibility Period, the entire Earnest Money Deposit shall be non-refundable to Buyer except by reason of Seller’s default; provided, if Buyer terminates this Contract pursuant to the express provisions of Section 16 following a default by Seller, Title Company shall promptly refund the Earnest Money Deposit less the non-refundable portion to Buyer.

**Governmental Approvals:** Buyer may, at its option and expense, prepare and submit prior to Closing all applications for, and seek to obtain approval by the City of Tomball, Texas and/or other applicable governmental authorities of all approvals, permits, licenses, platting (if necessary), and agreements required for Buyer’s intended development and use of the property (collectively, the “Governmental Approvals”). Buyer shall be responsible for all engineering, legal, zoning and other professional fees in connection with the

Initialed for identification by Buyer [JG] and Seller [CH]

SPECIAL PROVISIONS ADDENDUM
preparation, submission and approval of the Governmental Approvals, any application fees, impact fees, drainage fees, development fees and all other fees charged by applicable governmental authority, and for all bonding of any on or off-site improvements, including sidewalks, required by applicable governmental authority in connection with the Governmental Approvals. Seller shall cooperate with Buyer in connection with the application and approval of the Governmental Approvals, including, without limitation, the timely execution and delivery of the applications, documents and instruments required by the City of Tomball, Texas and other applicable governmental authority, provided that Seller shall not be obligated to incur any expense in connection therewith.

**Assignment:** Buyer may assign this Contract without Seller’s prior written consent only to an affiliate, which for purposes hereof shall mean an individual, corporation, partnership, joint venture, limited liability company, trust, estate, association, cooperative or other organization or entity of any nature whatsoever that directly, or indirectly through one or more intermediaries, has Control of, is Controlled by, or is under common Control with any other Person and shall include a limited partnership of which the Buyer or an affiliate is a principal general partner, or special limited partner as defined in the TDIICA Qualified Allocation Plan. All entities that share a Principal are Affiliates.

**Miscellaneous:** Buyer shall have the right to file prior to Closing, at Buyer’s expense, any and all plans required in order to obtain a building permit, or replatting (or the vacation of any existing subdivision or consolidation plat) or any other application to obtain any approval or permit from any and all governmental authorities having jurisdiction over the Property, which Buyer deems appropriate in connection with the Project. Seller agrees to join in the execution of any application required in order to obtain such permit or approval (or file such application individually if the relevant governmental authority shall so require). Seller further agrees to cooperate with Buyer or its nominee in all respects, including without limitation, attending and giving favorable testimony at any hearings on the petitions or applications, meeting with, and providing information to, public and private utilities and governmental and quasi-governmental entities and otherwise working to obtain the agreements, assurances, approvals and permits required by Buyer or its nominee without additional cost or obligation to Buyer or its nominee.

Initialed for identification by Buyer [JG] and Seller [CJL]
CONCERNING THE PROPERTY AT 14423 Medical Complex Dr
Tomball, TX 77377-6252

A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

(1) Type of Treatment System: [ ] Septic Tank  [ ] Aerobic Treatment

(2) Type of Distribution System: ________________________________

(3) Approximate Location of Drain Field or Distribution System: ________________________________

(4) Installer: ________________________________

(5) Approximate Age: ________________________________

B. MAINTENANCE INFORMATION:

(1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility?  [ ] Yes  [ ] No
   If yes, name of maintenance contractor: ________________________________
   Phone: ________________________________ contract expiration date: ________________________________
   Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.

(2) Approximate date any tanks were last pumped: ________________________________

(3) Is Seller aware of any defect or malfunction in the on-site sewer facility?  [ ] Yes  [ ] No
   If yes, explain: ________________________________

(4) Does Seller have manufacturer or warranty information available for review?  [ ] Yes  [ ] No

C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

(1) The following items concerning the on-site sewer facility are attached:
   [ ] planning materials  [ ] permit for original installation  [ ] final inspection when OSSF was installed
   [ ] maintenance contract  [ ] manufacturer information  [ ] warranty information
   [ ] NONE

(2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.

(3) It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.

(TXR-1407) 1-7-04 Initialed for Identification by Buyer JG. and Seller CB. Page 1 of 2
D. INFORMATION FROM GOVERNMENTAL AGENCIES: Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) on 10/24/2002. The table estimates daily wastewater usage rates. Actual water usage data or other methods for calculating may be used if accurate and acceptable to TCEQ.

<table>
<thead>
<tr>
<th>Facility</th>
<th>Usage (gal/day) without water-saving devices</th>
<th>Usage (gal/day) with water-saving devices</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single family dwelling (1-2 bedrooms; less than 1,500 sf)</td>
<td>225</td>
<td>180</td>
</tr>
<tr>
<td>Single family dwelling (3 bedrooms; less than 2,500 sf)</td>
<td>300</td>
<td>240</td>
</tr>
<tr>
<td>Single family dwelling (4 bedrooms; less than 3,500 sf)</td>
<td>375</td>
<td>300</td>
</tr>
<tr>
<td>Single family dwelling (5 bedrooms; less than 4,500 sf)</td>
<td>450</td>
<td>360</td>
</tr>
<tr>
<td>Single family dwelling (6 bedrooms; less than 5,500 sf)</td>
<td>525</td>
<td>420</td>
</tr>
<tr>
<td>Mobile home, condo, or townhouse (1-2 bedroom)</td>
<td>225</td>
<td>180</td>
</tr>
<tr>
<td>Mobile home, condo, or townhouse (each add'l bedroom)</td>
<td>75</td>
<td>60</td>
</tr>
</tbody>
</table>

This document is not a substitute for any inspections or warranties. This document was completed to the best of Seller's knowledge and belief on the date signed. Seller and real estate agents are not experts about on-site sewer facilities. Buyer is encouraged to have the on-site sewer facility inspected by an inspector of Buyer's choice.

Signature of Seller: Charlotte L Bailey
Signature of Buyer: Jennifer Graham
Receipt acknowledged by: Jennifer Graham

Date: 6/21/2019
Date: 11/18/2019
TYPES OF REAL ESTATE LICENSE HOLDERS:

- A BROKER is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A SALES AGENT must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement;
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

| Dynamic Commercial Real Estate, LLC | 9007634 | kim@rksgrouprealestate.com | (214)405-3507 |
| Licensed Broker/Broker Firm Name or | License No. | Email | Phone |
| Primary Assumed Business Name | | | |
| Kim Schwimmer | | | |
| Designated Broker of Firm | License No. | Email | Phone |
| Licensed Supervisor of Sales Agent/ | License No. | Email | Phone |
| Associate | | | |
| Kim Schwimmer | | | |
| Sales Agent/Associate's Name | License No. | Email | Phone |

Buyer/Tenant/Seller/Landlord Initials
Date

Information About Brokerage Services
Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

Regulated by the Texas Real Estate Commission
TXR-2501
Information available at www.trec.texas.gov
IABS 1-0 Date

Produced with zipForm® by zipLogix. 18075 Fifteen Mile Road, Frisco, Michigan 48020. www.zipLogix.com
The 2020 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2020. The 2020 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS) 2010-2014, 2011-2015, and 2012-2016. The designation methodology is explained in the federal Register notice published September 25, 2019.
The 2020 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2020. The 2020 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published September 25, 2019.

Tomball Apartments