**Competitive 9% Housing Tax Credit Pre-Application**

**Texas Department of Housing and Community Affairs**

**Application Number:** 20154  
**Submitted Date:** 1/13/2020 4:48PM  
**Submitted By:** Sarah Anderson

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### Contact Information

<table>
<thead>
<tr>
<th>Role</th>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Contact</td>
<td>Lisa Stephens</td>
<td>352-213-8700</td>
<td><a href="mailto:lisa@saigebrook.com">lisa@saigebrook.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Secondary Contact</td>
<td>Alyssa Carpenter</td>
<td>512-789-1295</td>
<td><a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
</tr>
<tr>
<td></td>
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<tr>
<td>Consultant Contact</td>
<td>Alyssa Carpenter</td>
<td>512-789-1295</td>
<td><a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
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### Development Information

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<td># of Non-Contiguous Sites</td>
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<tr>
<td>Target Population</td>
<td>General</td>
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<tr>
<td>Development Address</td>
<td>SEC of E John W Carpenter Fwy and Brim Dr</td>
</tr>
<tr>
<td></td>
<td>Irving, TX 75062</td>
</tr>
<tr>
<td>ETJ?</td>
<td>N</td>
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<tr>
<td>County</td>
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<td>Set-Aside Election</td>
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### Notifications

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<tr>
<td>U.S. Representative</td>
<td>Kenny Marchant</td>
</tr>
<tr>
<td>District</td>
<td>24</td>
</tr>
<tr>
<td>State Senator</td>
<td>Nathan Johnson</td>
</tr>
<tr>
<td>District</td>
<td>16</td>
</tr>
<tr>
<td>State Representative</td>
<td>Thresa &quot;Terry&quot; Meza</td>
</tr>
<tr>
<td>District</td>
<td>105</td>
</tr>
</tbody>
</table>
School Superintendent: Magda Hernandez
School District: Irving ISD
School District Address: 2621 W. Airport Fwy
Irving, TX 75062

Presiding Officer of Board of Trustees: A.D. Jenkins
Address: 2621 W. Airport Fwy
Irving, TX 75062

Elected Officials: Clay Jenkins
Theresa Daniel
J.J. Koch
John Wiley Price
Elba Garcia
Rick Stopfer
John C. Danish
Allan E. Meagher
Dennis Webb
Phil Riddle
J. Oscar Ward
Al Zapanta
Kyle Taylor
Wm. David Palmer

County Judge
County Commissioner
County Commissioner
County Commissioner
County Commissioner
Mayor
City Council Member
City Council Member
City Council Member
City Council Member
City Council Member
City Council Member
City Council Member
City Council Member

Neighborhood Organizations: The Las Colinas Association
3838 Teleport Blvd.
Irving, TX 75039

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: 5
- Tenant Populations with Special Housing Needs: 3
- Proximity to Jobs: 6
- Serve and Support Texans Most in Need Total: 58

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: 139
- Total Applicant Self-Score: 139

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

- Readiness to Proceed: 0 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: site_control_san_vito_Irving.pdf
- Census Tract Map: Map-Census Tract-San_Vito.pdf

Neighborhood Risk Factors:

Other Pertinent Information:
TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

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: 500 EJC Land Owner LLC
   Address: 500 E John Carpenter Fwy, Suite 450, Irving, TX 75062
   Phone: (469) 250-2638  E-mail: s_syed@koapartners.com
   Fax: Other: hlake@koapartners.com (469) 802-0084

   Buyer: Saigebrook Development, LLC
   Address: 5501-A Balcones Dr. #302, Austin, TX 78731-5043
   Phone: (512) 383-5470  E-mail: megan@o-sda.com
   Fax: Other: lisa@saigebrook.com

2. PROPERTY:

   A. "Property" means that real property situated in Dallas County, Texas at 550 E. John Carpenter Fwy, Irving, TX 75062 (address) and that is legally described on the attached Exhibit A or as follows:

      Lot 2, Block A of Spire Addition, an addition to the City of Irving, Dallas County, Texas, according to Plat thereof recorded under Clerk's File No. 201400246134, Official Public Records, Dallas County, Texas

   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 $ 2,790,000.00

      (2) Sum of all financing described in Paragraph 4 $

      (3) Sales price (sum of 3A(1) and 3A(2)) $ 2,790,000.00

   (TAR-1802) 1-1-16
   Initiated for identification by Seller and Buyer

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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
☐ (iii) net 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; and
☐ (iii) ________________.

(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 (TAR-1931).

☒ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-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 (TAR-1931) in the amount of $ ________________.

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $ 15,000.00 as earnest money with Sendera Title (title company) at 4161 McKinney Ave #401, Dallas, TX 75204 (address) Charles Brown, CEO (214)891-1957 (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. See Addendum to Commercial Contract - Unimproved Property.

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.

(TAR-1802) 1-1-16 Initialed for Identification by Seller H and Buyer M.S. Page 2 of 13
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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: See Addendum to Commercial Contract - Unimproved Property

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 and Seller.

(3) Within ______ 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 ______ 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/AGSM 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 _______ (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/AGSM 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, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice 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 Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller _______ (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

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

(1) Within ______ days after Buyer receives 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 Paragraph 6B(1) applies,
Commercial Contract - Unimproved Property concerning 550 E John Carpenter Frwy, Irving, TX

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:

B. Feasibility Period: Buyer may terminate this contract for any reason within thru Mar 5, 2020 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

X (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $100.00 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 independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (2) 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 earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

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 occupants 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.

(TAR-1802) 1-1-16
Initiated for Identification by Seller Signature and Buyer Signature

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(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 3 days after the effective date, Seller will deliver to Buyer: (Check all that apply.)

- [ ] (a) copies of all current 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 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
- [x] (g) **Copies of any and all documents in Seller's possession that may be reflected in Section 16 of the Addendum to Commercial Contract**

(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;
- [x] (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- [ ] (c) deliver 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 Operations:** 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 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 TAR Form 1936 - 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: Koa Brokerage, LLC
Agent: Sanober Syed
Address: 500 E John Carpenter Fwy, Suite 450
Irving, TX 75062
Phone & Fax: 855-562-2407
E-mail: ssyed@kaopartners.com
License No.: 9004436

Cooperating Broker: Sally A. Gaskin
Agent: 
Address: 206 E Live Oak Street, #D
Austin, TX 78704
Phone & Fax: 713-882-3233
E-mail: FAX866-793-5910 sally@SGIVentures.net
License No.: 0353183

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

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)
(Complete the Agreement Between Brokers on page 13 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 % of the sales price.
Cooperating Broker a total cash fee of: ☒ 3 % of the sales price.

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

NOTICE: Chapter 52, 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.
   (x) [ ] May 29, 2020 (specific date).
   (x) [ ] See Addendum to Commercial Contract - Unimproved Property.
   (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 [x] special 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 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 Addendum to Commercial Contract - Unimproved Property

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. PRORATIONS:

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.

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 16B, 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. ESCRROW:

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.

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 [ ] 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 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 (TAR-1408).

[ ] B. Except as otherwise provided in this contract, Seller is not aware of:
   (1) any subsurface: structures, piles, 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 tank 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) through (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.

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.)
- [ ] Property Description Exhibit identified in Paragraph 2;
- [ ] Commercial Contract Financing Addendum (TAR-1931);
- [ ] Commercial Property Condition Statement (TAR-1408);
- [ ] Commercial Contract Addendum for Special Provisions (TAR-1940);
- [ ] Notice to Purchaser of Real Property in a Water District (MUD);
- [ ] Addendum for Coastal Area Property (TAR-1915);
- [ ] Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
- [X] Addendum to Commercial Contract - Unimproved Property

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

E. Buyer may not 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. See Addendum to Commercial Contract - Unimproved Property

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 receipts 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 the 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.

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.

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."

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 ________________, 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: 500 EJC Land Owner LLC

Buyer: Saigebrook Development, LLC

By: Harry Lake
By (signature): [Signature]
Printed Name: Harry Lake
Title: Vice President

By: Lisa Stephens
By (signature): [Signature]
Printed Name: Lisa Stephens
Title: President

By: 
By (signature): 
Printed Name: 
Title: 

(TAR-1802) 1-1-16
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
☐ Three (3.0) % 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: ____________________________

ATTORNEYS

Seller’s attorney: William R. Weinberg

QSLWM, PC

Address: 2001 Bryan Street, Suite 1800

Dallas, TX 75201

Phone & Fax: ____________________________

E-mail: BWeinberg@QSLWM.com

Buyer’s attorney: Robert Cheng

Shutts & Bowen LLP

Address: 200 South Biscayne Boulevard, Suite 4100

Miami, FL 33131

Phone & Fax: ____________________________

E-mail: RCheng@shutts.com

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

☐ the title company sends to Seller.

☐ Buyer sends to Seller.

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

☐ the title company sends to Buyer.

☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

☐ A. the contract on this day ________________________ (effective date);

☐ B. earnest money in the amount of $_____________ in the form of ________________________ on ________________________

Title company: ____________________________

Address: ____________________________

By: ____________________________

Phone & Fax: ____________________________

Assigned file number (GF#): ____________________________

E-mail: ____________________________

(TAR-1802) 1-1-16
THE TEXAS REAL ESTATE COMMISSION (TREC) REGULATES
REAL ESTATE BROKERS AND SALES AGENTS, REAL ESTATE INSPECTORS,
HOME WARRANTY COMPANIES, EASEMENT AND RIGHT-OF-WAY AGENTS
AND TIMESHARE INTEREST PROVIDERS

YOU CAN FIND MORE INFORMATION AND
CHECK THE STATUS OF A LICENSE HOLDER AT
WWW.TREC.TEXAS.GOV

YOU CAN SEND A COMPLAINT AGAINST A LICENSE HOLDER TO TREC
A COMPLAINT FORM IS AVAILABLE ON THE TREC WEBSITE

TREC ADMINISTERS TWO RECOVERY FUNDS WHICH MAY BE USED TO
SATISFY A CIVIL COURT JUDGMENT AGAINST A BROKER, SALES AGENT,
REAL ESTATE INSPECTOR, OR EASEMENT OR RIGHT-OF-WAY AGENT,
IF CERTAIN REQUIREMENTS ARE MET

IF YOU HAVE QUESTIONS OR ISSUES ABOUT THE ACTIVITIES OF
A LICENSE HOLDER, THE COMPLAINT PROCESS OR THE
RECOVERY FUNDS, PLEASE VISIT THE WEBSITE OR CONTACT TREC AT

TEXAS REAL ESTATE COMMISSION
P.O. BOX 12188
AUSTIN, TEXAS 78711-2188
(512) 936-3000
Information About Brokerage Services
Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

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:
- 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.

Sally Ann Gaskin
Licensed Broker/Broker Firm Name or Primary Assumed Business Name
0353183 License No.
Sally@SGIVentures.net Email
713-882-3233 Phone

Designated Broker of Firm
License No.

Licensed Supervisor of Sales Agent/Associate
License No.

Sales Agent/Associate’s Name
License No.

Buyer/Tenant/Seller/Landlord Initials Date

Regulated by the Texas Real Estate Commission
Information available at www.trec.texas.gov

IABS 1-0
ADDENDUM TO
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

THIS ADDENDUM TO COMMERCIAL CONTRACT - UNIMPROVED PROPERTY (this “Addendum”) is made by and between 500 EJC LAND OWNER LLC, a Texas limited liability company (“Seller”), whose address is 500 E. John Carpenter Fwy., Suite 450, Irving, Texas 75062, and SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company, its successors and/or assigns (“Buyer”), whose office address is 5501-A Balcones Drive, #302, Austin, Texas 78731.

WHEREAS, Seller and Buyer are parties to that certain Commercial Contract - Unimproved Property to which this Addendum is attached (the "Contract");

WHEREAS, the effective date of the Contract shall be the effective date of this Addendum (the “Effective Date”), and capitalized terms used, but not defined, in this Addendum, shall have the meanings given to such terms in the Contract;

WHEREAS, Seller and Buyer desire to modify and supplement the Contract as more particularly set forth herein.

NOW, THEREFORE, in consideration of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree that the Contract is hereby modified and supplemented to include the following provisions:

1. **Title Commitment.** Notwithstanding anything contained in Section 6 of the Contract, the following provisions shall govern and control Buyer’s review of and objection to title to the Property:

   (a) Within the Feasibility Period, Buyer may, at its expense, obtain (i) a title insurance commitment (the “Title Commitment”) for a fee owner’s title insurance policy covering the Property (the “Title Policy”) from the title company (as defined in the Contract, and referred to herein as the “Title Company”) and (ii) a survey of the Property (the “Survey”).

   (b) Buyer shall, no later than February 14, 2020, notify Seller in writing specifying any objections to matters shown on the Title Commitment or the Survey (the “Title Objections”). Any matters shown on the Title Commitment or the Survey that Buyer does not timely object to, and which are not items set forth in Sections 1(c)(ii)-(iv) below, shall be deemed “Permitted Exceptions”. If Buyer notifies Seller of any Title Objections, Seller has ten (10) days from receipt of Buyer’s notice to notify Buyer whether Seller agrees to cure the objections before closing (“Cure Notice”). Seller shall be under no obligation to cure any Title Objections or to deliver any Cure Notice. If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all of the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller’s Cure Notice, notify Seller that the Contract is terminated, in which case the Escrow Deposit (as defined herein), less the independent consideration provided for in paragraph 7.B.(1) of the Contract (the “Independent Consideration”) shall be refunded to Buyer. If Buyer does not terminate the Contract as provided in this paragraph, then at or before Closing Seller must cure the Title Objections that Seller has expressly agreed to cure, and Buyer shall be deemed to have waived any remaining Title Objections which shall become Permitted Exceptions.
(c) Notwithstanding anything in Section 1(b) above, at or prior to Closing, Seller shall cause to be cured, remedied, or released (i) any and all Title Objections which Seller has expressly elected to cure pursuant to Section 1(b) hereof; (ii) any mortgages or deeds of trust executed by Seller, (iii) judgement liens, construction liens and other liens (other than the lien of real estate taxes and property owners association assessments not yet due and payable) concerning the Property provided for by statute, code or ordinance, or created by express grant in writing by Seller, which in the aggregate secure indebtedness of less than $50,000, and (iv) any and all encumbrances and/or exceptions concerning the Property created by, under or through Seller after the Effective Date.

(d) From time to time prior to Closing, Buyer may cause, at its sole expense, the Title Commitment and/or the Survey to be updated (the “Title Update”) and a copy of the Title Update shall be delivered to Seller. If within seven (7) days following receipt of same Buyer objects in writing to any newly-recorded matters shown on the Title Update that were not recorded prior to the effective date of the Title Commitment, such matters shall be deemed Title Objections and the provisions of Section 1(b) above regarding Buyer’s rights to object and Seller’s rights to respond shall apply to those matters.

2. Earnest Money; Inspections.

(a) Within three (3) days following the Effective Date, Buyer shall deposit as an earnest money deposit, the sum of Fifteen Thousand and 00/100 Dollars ($15,000.00) (the “Initial Deposit”) with the Title Company. Buyer shall make an additional earnest money deposit with the Title Company in the amount of Twenty-Five Thousand and 00/100 Dollars ($25,000.00) (the “Second Deposit”) within two (2) business days following the expiration of the Feasibility Period. The Initial Deposit and the Second Deposit are collectively referred to herein as the “Escrow Deposit”. If Buyer fails to terminate the Contract prior to the expiration of the Feasibility Period, the Escrow Deposit, to the extent paid, shall thereafter be non-refundable to Buyer (except as otherwise expressly provided for in the Contract and this Addendum) and credited to the Sales Price at Closing (as hereinafter defined), unless a party is in default under the Contract or this Addendum, in which case the Escrow Deposit, less the $100.00 Independent Consideration, together with any interest accrued thereon, if any, shall be disbursed by the Title Company to the appropriate party in accordance with the applicable provisions of the Contract and this Addendum.

(i) If the Contract has not been terminated by Buyer in accordance with the terms hereof by 5:00 p.m. Central Time on March 5, 2020, $15,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer, unless Closing does not occur as a result of a default by Seller, Seller’s inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation or pursuant to Section 5(e)(2);

(ii) If the Contract has not been terminated in accordance with the terms hereof by 5:00 p.m. Central Time on March 31, 2020, an additional $10,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer, for an aggregate hard Escrow Deposit of $25,000.00, unless Closing does not occur as a result of a default by Seller, Seller’s inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation or pursuant to Section 5(e)(2);

(iii) If the Contract has not been terminated in accordance with the terms hereof by 5:00 p.m. Central Time on April 30, 2020, an additional $10,000.00 of the Escrow
Deposit shall be deemed hard and non-refundable to Buyer, for an aggregate hard Escrow Deposit of $35,000.00, unless Closing does not occur as a result of a default by Seller, Seller’s inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation or pursuant to Section 5(e)(2); and

(iv) If the Contract has not been terminated in accordance with the terms hereof by 5:00 p.m. Central Time on May 15, 2020, an additional $5,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer, for an aggregate hard Escrow Deposit of $40,000.00, except upon Seller’s default, Seller’s inability to deliver indefeasible title subject only to the Permitted Exceptions, or termination of the Contract due to condemnation or pursuant to Section 5(e)(2).

(b) Notwithstanding anything to the contrary contained herein or in the Contract, Buyer shall have the continuing right to inspect the Property during and after the Feasibility Period in the manner set forth in Section 7.C of the Contract, for so long as the Contract has not been terminated.

3. [Intentionally omitted.]

4. Seller’s Representations, Warranties and Covenants. As of the Effective Date and as of the Closing, Seller represents and warrants to Buyer, and where indicated, covenants and agrees, as follows:

(a) The execution, delivery and performance by Seller of the Contract, as supplemented by this Addendum, has been duly and validly authorized by all requisite action on the part of Seller, and no consent of any person not heretofore obtained is required.

(b) The Contract, as supplemented by this Addendum, constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(c) [Intentionally omitted.]

(d) To Seller’s knowledge, there are no actions, suits or proceedings pending or threatened against Seller or the Property.

(e) To Seller’s knowledge, Seller has received no written notice from any governmental or quasi-governmental agency or authority or potential condemnor concerning any right-of-way, utility, or other taking which may affect the Property.

(f) Except as may be set forth to the contrary in any environmental assessment, soils, or similar investigation reports concerning the Property delivered by Seller to Buyer, to Seller’s knowledge, Seller has received no written notice from any governmental or quasi-governmental agency or authority alleging that hazardous substances are present on the Property in any quantity or manner that violates, or that gives rise to liability, under any applicable environmental law, regulation, or ordinance.

(g) Except as expressly set forth in the Contract or this Addendum, to Seller’s knowledge, neither the execution and delivery of the Contract or this Addendum by Seller, nor the consummation by Seller of the transactions contemplated hereby, will (i) require Seller to file or
register with, notify, or obtain any permit, authorization, consent, or approval of any person or entity (including any governmental, quasi-governmental or regulatory authority), (ii) violate or breach any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under any agreement or other instrument, commitment, or obligation to which Seller is a party, or by which Seller, the Property, or any of Seller’s assets may be bound, or (iii) violate any order, writ, injunction, decree, judgment, statute, law, or ruling of any court or governmental authority applicable to Seller, the Property or any of Seller’s assets.

(h) During the term of the Contract, Seller shall maintain the Property in substantially the same condition as it is in on the Effective Date.

(i) There are no existing (i) contracts for the sale of all or any portion of the Property, (ii) options to purchase all or any portion of the Property, or (iii) rights of first refusal with respect to the sale of all or any portion of the Property.

(j) Unless otherwise expressly permitted under the Contract or this Addendum, Seller shall not grant or otherwise create or consent to the creation of any easement, restriction, lien, assessment or encumbrance affecting the Property, or pursue any re-zoning of the Property or any other land use approvals relating to the Property without Buyer’s written consent, which consent may be withheld at Buyer’s sole and absolute discretion.

(k) To Seller’s knowledge, Seller has not received any written notice from any governmental authority alleging the violation of any applicable laws, which violation has not been previously cured.

(l) There are no leases or tenancies affecting the Property.

(m) Seller has not received any written notice of default under any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Seller is a party and which affects the Property.

(n) Seller (i) has not made an assignment for the benefit of creditors, (ii) has not admitted in writing its inability to pay its debts as they mature, or (iii) has not been adjudicated as bankrupt or insolvent, or filed a petition for voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any State, and no such petition has been served upon Seller.

(o) [Intentionally omitted.]

(p) Except as disclosed in any Permitted Exceptions, to Seller’s knowledge, no commitments relating to the Property have been made by Seller to any governmental authority, utility company, school board, church or other religious body, any property owners’ association, or any other organization, group or individual which would impose an obligation upon Buyer or its successors or assigns to make any contribution, or dedication of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property, and to Seller’s knowledge, no governmental authority has imposed any requirement that any owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the Property.
As used herein, the term Seller's "knowledge" means the current, actual knowledge of Harry Lake ("Seller's Representative"), without implying any obligation of inquiry or investigation; provided that so qualifying Seller's knowledge shall in no event give rise to any personal liability on the part of Seller's Representative, or any other officer or employee of Seller, on account of any breach of any representation or warranty made by Seller herein. The term Seller's "knowledge" does not include constructive knowledge, imputed knowledge, or knowledge Seller or such persons do not have but could have obtained through further investigation or inquiry. No broker, agent, or party other than Seller is authorized to make any representation or warranty for or on behalf of Seller.

5. **Governmental Approval Applications.** Subject to the terms and conditions set forth in this Section 5, Seller shall promptly, upon Buyer's request and provided Seller thereby assumes no liability or obligation, and at no cost to Seller, join in or otherwise consent to any and all applications (collectively, the "Applications") with respect to zoning, platting, site plan approval, vacations, dedications, surface water management permits, drainage permits, concurrency compliance approvals, building permits, and any and all other permits, consents, approvals, and/or authorizations which, in Buyer's reasonable opinion, are necessary or desirable for the development of the Property for Buyer's Intended Use. Buyer's "Intended Use" shall refer to the development of the Property with no less than one hundred (100) multifamily residential units.

   (a) Buyer and Seller acknowledge and agree that Seller is prohibited from initiating or consenting to any zoning reclassification of any portion of the Property, or seeking any variance under any existing zoning ordinance, without the prior written consent of the current deed of trust lienholder of the Property.

   (b) Buyer shall not attempt to rezone the Property in any manner which would eliminate any uses or other benefits to which the Property is entitled as of the Effective Date. Buyer may only attempt to rezone the Property in a manner which creates additional allowable uses and benefits.

   (c) On or before February 7, 2020, Buyer shall deliver the preliminary site plan depicting Buyer's Intended Use (the "Site Plan") to Seller. Seller will have until February 17, 2020 to review the Site Plan. If Seller fails to respond to Buyer on or before February 17, 2020, then the Site Plan shall be deemed an Approved Site Plan (as hereinafter defined). If, on or before February 17, 2020, Seller responds to Buyer that Seller does not approve the Site Plan, then Buyer will have until the end of the Feasibility Period to terminate the Agreement and receive a return of the Escrow Deposit. Prior to the expiration of the Feasibility Period, Buyer may respond to any of Seller's comments or negotiate alternative proposals until the parties agree. If the Site Plan is approved by Seller, then it shall hereinafter be referred to as the "Approved Site Plan".

   (d) If Buyer has not terminated the Contract by March 5, 2020, then Buyer shall provide evidence to Seller by March 5, 2020 that (A) Buyer has submitted a so-called "full application" to TDHCA for Tax Credits (as such terms are defined below), (B) subject to Seller's cooperation pursuant to Section 5 of this Addendum, Buyer has applied for a zoning change to permit the Intended Use on the Property (the "Zoning Change"), and (C) Buyer has contacted the Las Colinas Association to request approval of the Development Plans and Buyer's Intended Use.

   (e) On or before:
(1) February 26, 2020, Buyer shall deliver the following items to Seller, describing and depicting Buyer’s Intended Use: (i) conceptual elevations of the project’s front façade that must indicate the type and location of exterior materials, (ii) conceptual drawings showing the elevations for the other sides of the project, (iii) exterior material samples provided from the project, (iv) a palette of color choices from which Buyer may select for the project, and (v) a description of the proposed unit mix for Buyer’s Intended Use, including number of market-rate units, number of “affordable” units, and the affordability thresholds for each “affordable” unit (together, the "Development Plans"). Seller will have five (5) business days to review the Development Plans. If Seller fails to respond to Buyer within five (5) business days after Buyer delivers the Development Plans to Seller, then the Development Plans shall be deemed Approved Development Plans (as hereinafter defined). If, on or before the fifth (5th) business day after Buyer delivers the Development Plans to Seller, Seller responds to Buyer that Seller does not approve the Development Plans, then Buyer will have until the expiration of the Feasibility Period to terminate the Agreement and receive a return of the Escrow Deposit. Prior to the expiration of the Feasibility Period, Buyer may respond to any of Seller’s comments or negotiate alternative proposals until the parties agree.

(2) March 31, 2020, Buyer shall deliver the following items to Seller, depicting Buyer’s Intended Use: (i) a general landscape plan, and (ii) a signage plan (together, the "Supplemental Plans"). Seller will have five (5) business days to review the Supplemental Plans. If Seller fails to respond to Buyer within five (5) business days after Buyer delivers the Supplemental Plans to Seller, then the Supplemental Plans shall be deemed Approved Development Plans. If, on or before the fifth (5th) business day after Buyer delivers the Supplemental Plans to Seller, Seller responds to Buyer that Seller does not approve the Supplemental Plans, then, notwithstanding anything to the contrary in Section 2(a) above, Buyer will have until April 14, 2020, to terminate the Agreement and receive a return of the entire Escrow Deposit. Prior to April 14, 2020, Buyer may respond to any of Seller’s comments or negotiate alternative proposals until the parties agree. If the Supplemental Plans are approved by Seller (together with the approved Development Plans and Approved Site Plan, the “Approved Development Plans”), then following Closing, Buyer may develop the Property without the need for any further approval from Seller as long as such development is in material accordance with the Approved Development Plans.

(f) If Buyer has not terminated the Contract by April 30, 2020, then Buyer shall provide evidence to Seller by April 30, 2020 that (A) the Zoning Change has been approved or is scheduled to be on upcoming Planning and Zoning and/or City Council agendas for consideration and (B) Las Colinas Association has issued approval, or is in the final stage (s) of approval, i.e. approval scheduled on upcoming P&Z/Council Agenda, Las Colinas Association Agenda.
6. **Closing Conditions.** Seller and Buyer acknowledge and agree that the obligation of Buyer to consummate the transaction contemplated hereby is also subject to the satisfaction of the following conditions (the "Closing Conditions"), unless waived in writing by Buyer prior to Closing:

   (a) At Closing, there shall have been no material, adverse change to the physical condition of the Property from the physical condition existing on the Effective Date (ordinary wear and tear excepted), which would impair Buyer’s ability to develop the Property for Buyer’s Intended Use, including, without limitation, any adverse change to the environmental condition of the Property.

   (b) By Closing, Buyer shall have been approved for TDHCA Financing (as hereinafter defined), or Buyer shall have waived in writing the requirement and condition precedent to obtain TDHCA Financing. For purposes of this Addendum, the term “TDHCA Financing” means, collectively: (i) an award from Texas Department of Housing and Community Affairs (“TDHCA”) in the 2020 Application process for Federal Income Tax Credits under the Low Income Housing Tax Credit Program (“Tax Credits”), combined with (ii) such other resources which may be awarded by TDHCA during this application cycle concurrent with the Tax Credits in an amount sufficient, in Buyer’s sole and absolute discretion, to enable Buyer to acquire the Property and construct its intended improvements on the Property, with all time to appeal such award having expired and with no appeal then pending and no appeal instituted or petition filed, and (iii) a binding commitment acceptable to Buyer in its sole and absolute discretion for a syndication/sale of such Tax Credits to an investor.

   (c) [Intentionally omitted.]

   In the event any of the Closing Conditions are not satisfied by the times specified above, then in any such event, Buyer shall have the right to terminate the Contract upon delivering written notice to Seller, and the Escrow Deposit (less the Independent Consideration and any portion of the Escrow Deposit which is hard and non-refundable pursuant to Section 2 hereof, which shall be paid to Seller) shall be returned to Buyer and all further obligations of the parties hereunder shall terminate, except those that expressly survive termination of the Contract.

7. **Closing.** Unless sooner terminated by either Seller or Buyer pursuant to the provisions of the Contract and this Addendum and subject to the terms and conditions of the Contract and this Addendum, Closing shall take place at the offices of the Title Company on before May 29, 2020 (the “Closing Date”). Buyer shall have the right to extend the Closing Date (but to no later than July 31, 2020) by exercising up to two (2) consecutive 1-month Closing extensions (each 1-month Closing extension being referred to herein as a “Closing Extension”). If Buyer elects to exercise a Closing Extension, it shall notify Seller and Title Company in writing of such election at least five (5) business days before the previously-scheduled Closing Date and deliver an extension fee in the amount of Ten Thousand and 00/100 Dollars ($10,000.00) (“Extension Fee”) to Seller at least one (1) business day before the previously scheduled Closing Date. If a Closing Extension is timely exercised by Buyer, the Closing Date will be extended by one (1) month to the last business day of the calendar month following the month of the prior Closing Date. Each Extension Fee is non-refundable upon payment to Seller, except if Closing does not occur due to a default by Seller under the Contract or this Addendum or Seller’s inability to deliver indefeasible title to the Property, in which case the Extension Fee shall be immediately returned to Buyer. Buyer will receive a credit toward its payment of the Sales Price for each of the Extension Fees paid to Seller; provided, however, Buyer’s right to exercise the first extension shall be conditioned upon Buyer not having
received a written notice of final, unappealable termination or final disqualification from TDHCA in connection with Buyer’s application for TDHCA Financing.

8. **Seller Default.** Sections 15(B) and 15(C) of the Contract are hereby deleted in their entirety and the following inserted in their place and stead: In the event that Seller is not entitled to terminate the Contract and Buyer is not in default in performance of its obligations, then in the event that Seller should fail to consummate the transaction contemplated herein, fail to perform any of its obligations under the Contract, or is otherwise in breach or default under the Contract in any respect, including, but not limited to, being in breach of a representation or warranty, then Seller shall be in default under the Contract and this Addendum and Buyer may elect, as its sole and exclusive remedies, either to (i) terminate the Contract and receive the return of the Escrow Deposit (less the Independent Consideration) and any interest accrued thereon and (2) recover from Seller damages (in an amount not to exceed the amount of the Escrow Deposit) for out-of-pocket costs and expenses incurred by Buyer in connection with the proposed acquisition and/or development of the Property, or (ii) pursue an action for specific performance; provided, however, in no event shall Buyer have the right to recover damages from Seller. Notwithstanding the foregoing, if Seller’s default consists of a sale of the Property to a third party, on or before the Closing Date, in violation of Buyer’s rights under the Contract and this Addendum, then Buyer shall have the right to pursue actual damages against Seller (but not consequential, speculative or punitive damages).

9. **Brokers.** The parties hereby represent and warrant each to the other that they have not utilized or engaged any real estate broker, salesman or finder with respect to the transaction contemplated by the Contract and this Addendum, other than as set forth in Section 9 of the Contract. Each party hereby agrees to indemnify and hold the other harmless from and against any liability, loss, cost or expense (including reasonable attorneys’ fees and court costs, including those incurred in dispute resolution or appellate matters) resulting from a claim or demand for any commissions in connection with the Contract or the purchase and sale of the Property which the indemnified party shall suffer as a result of a breach of the representations and warranties contained in this Section 9. The provisions of this Section 9 shall survive Closing or the earlier termination of the Contract and this Addendum.

10. [Intentionally omitted.]

12. **WAIVER OF JURY TRIAL.** SELLER AND BUYER WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE CONTRACT OR THIS ADDENDUM OR THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THE CONTRACT AND THIS ADDENDUM. ANY SUCH DISPUTES SHALL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

13. **Binding Effect.** This Addendum shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives and assigns.

14. **Headings.** Headings in this Addendum are for convenience and reference only and shall not be used to interpret or construe its provisions.

15. **Counterparts.** The Contract and this Addendum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the
same instrument. Any signature delivered by facsimile, email, or other forms of electronic transmission, such as a PDF, shall be considered an original signature by the sending party. Either party or both parties shall be permitted to electronically execute the Contract, this Addendum and all other related documents, in accordance with Texas Statutes Chapter 322.

16. **Conflict.** In the event of any conflict between the terms of the Contract and this Addendum, the terms of this Addendum shall prevail. Except as modified herein, the Contract remains unchanged and in full force and effect and is hereby ratified and confirmed in all respects.

17. **Title Policy.** If Buyer desires a Title Policy, then Buyer may purchase such Title Policy from the Title Company at Closing, at Buyer’s sole expense.

18. **Form of Deed.** The form of special warranty deed to be delivered from Seller to Buyer at Closing is attached hereto as Exhibit A.

19. [Intentionally omitted.]

20. **Assignment.** The rights of Buyer under the Contract are not assignable without the prior written consent of Seller, which consent may be granted or withheld at Seller’s sole discretion; except, however, Buyer may assign its rights under the Contract, without the need for Seller’s consent, upon the following conditions: (a) the assignee of Buyer must control, be controlled by, or be under common control with Buyer or Megan Lasch, (b) Buyer must not be in default under the Contract, (c) the assignee of Buyer shall assume all obligations of Buyer hereunder, but until the consummation of the Closing, Buyer shall remain primarily liable for the performance of Buyer’s obligations, and (d) Buyer shall deliver written notice of such assignment to Seller at least five (5) days prior to Closing, and deliver a copy of the fully executed written assignment and assumption agreement on or prior to the Closing Date.

21. **Survival.** Each of Buyer’s or Seller’s representations provided in this Addendum shall be effective as of the Effective Date but shall survive the Closing for a period of only six (6) months following the Closing Date (the “Survival Period”). Each party shall have the right to bring an action against the other on the breach of a representation or warranty hereunder, but only on the following conditions: (a) the party bringing the action for breach first learns of the breach after Closing and gives written notice of such breach to the other party before the end of the Survival Period and files such action on or before the first day following the second anniversary of the Closing Date, and (b) neither party shall have the right to bring a cause of action for breach of a representation or warranty unless the damage to such party on account of such breach (individually or when combined with damages from other breaches) equals or exceeds $25,000.00. Notwithstanding any other provision of the Contract or this Addendum, or any rights which the parties hereto might otherwise have at law, equity, or by statute, the parties hereto agree that the liability of one party to another for breach of a representation set forth in the Contract or this Agreement, including, but not limited to attorneys’ fees and court costs, will be limited to $100,000.00. Neither party shall have any liability after Closing for the breach of a representation or warranty hereunder of which the other party hereto had knowledge as of Closing. The provisions of this **Section 21** shall survive the Closing. Any breach of a representation or warranty by one party that is discovered by the other party prior to Closing shall be governed by the other terms and provisions of the Contract and this Addendum.
22. "As is, Where is".

(a) **Disclaimers by Seller.** Except as expressly set forth in the Contract, it is understood and agreed that Seller and Seller's agents or employees have not at any time made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties, representations or guaranties as to (a) matters of title (other than Seller's special warranty of title to be contained in the Deed), (b) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of hazardous substances in, on, under or in the vicinity of the Property, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) the presence of endangered species or any environmentally sensitive or protected areas, (h) zoning or building entitlements to which the Property or any portion thereof may be subject, (i) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (j) usages of adjoining property, (k) access to the Property or any portion thereof, (l) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (m) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (n) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (o) any other matter affecting the stability and integrity of the Property, (p) the potential for further development of the Property, (q) the merchantability of the Property or fitness of the Property for any particular purpose, (r) the truth, accuracy or completeness of and documents provided by Seller (except to the extent expressly provided in the special warranty deed to be delivered from Seller to Buyer at Closing), (s) tax consequences, or (t) any other matter or thing with respect to the Property.

(b) **Sale "As Is, Where Is".** Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property "AS IS, WHERE IS, WITH ALL FAULTS," except to the extent expressly provided otherwise in the Contract or the special warranty deed to be delivered from Seller to Buyer at Closing. Except as expressly set forth in the Contract, Buyer has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto made or furnished by Seller, or any property manager, real estate broker, agent or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer represents that it is a knowledgeable, experienced and sophisticated Buyer of real estate and that it is relying solely on its own expertise and that of Buyer's consultants in purchasing the Property and shall make an independent verification of the accuracy of any documents and information.
provided by Seller. Buyer will conduct such inspections and investigations of the Property as Buyer deems necessary, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same. By failing to terminate the Contract prior to the expiration of the Feasibility Period, Buyer acknowledges that Seller has afforded Buyer a full opportunity to conduct such investigations of the Property as Buyer deemed necessary to satisfy itself as to the condition of the Property and the existence or non-existence or curative action to be taken with respect to any hazardous substances on or discharged from the Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller as are expressly set forth in the Contract. Upon Closing, Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical or construction defects or adverse environmental, health or safety conditions, may not have been revealed by Buyer's inspections and investigations. Buyer hereby represents and warrants to Seller that: (a) Buyer is represented by legal counsel in connection with the transaction contemplated by the Contract; and (b) Buyer is purchasing the Property for business, commercial, investment or other similar purpose and not for use as Buyer's residence. Buyer waives any and all rights or remedies it may have or be entitled to, deriving from disparity in size or from any significant disparate bargaining position in relation to Seller.

(c) Seller Released from Liability. Buyer acknowledges that it will have the opportunity to inspect the Property during the Feasibility Period, and during such period, observe its physical characteristics and existing conditions and the opportunity to conduct such investigation and study on and of the Property and adjacent areas as Buyer deems necessary, and Buyer hereby FOREVER RELEASES AND DISCHARGES Seller from all responsibility and liability, including without limitation, liabilities under the Comprehensive Environmental Response, Compensation and Liability Act Of 1980 (42 U.S.C. Sections 9601 et seq.), as amended ("CERCLA"), the Texas Solid Waste Disposal Act (Texas Health and Safety Code § 361.001 et seq. (Vernon 2001), as amended ("SWDA"), the Resource Conservation and Recovery Act (42 U.S.C. Section 9601 et seq.), as amended, and the Oil Pollution Act (33 U.S.C. Section 2701 et seq.) regarding the condition, valuation, salability or utility of the Property, or its suitability for any purpose whatsoever (including, but not limited to, with respect to the presence in the soil, air, structures and surface and subsurface waters, of hazardous substances or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines, and any structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and hazardous substances on, under, adjacent to or otherwise affecting the Property). Buyer further hereby WAIVES (and by Closing this transaction will be deemed to have WAIVED) any and all objections and complaints (including, but not limited to, federal, state and local statutory and common law based actions, and any private right of action under any federal, state or local laws, regulations or guidelines to which the Property is or may be subject, including, but not limited to, CERCLA) concerning the physical characteristics and any existing conditions of the Property. Buyer further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of hazardous substances or other contaminants, may not have been revealed by its investigation.
(d) **Survival.** The terms and conditions of this Section 22 shall expressly survive the Closing, not merge with the provisions of any closing documents and shall be incorporated into the Deed.

Buyer acknowledges and agrees that the disclaimers and other agreements set forth herein are an integral part of the Contract and that Seller would not have agreed to sell the Property to Buyer for the Sales Price without the disclaimers and other agreements set forth above.

23. **Buyer's Representations, Warranties and Covenants.** As of the Effective Date and as of the Closing, Buyer represents and warrants to Seller as follows:

(a) The execution, delivery and performance by Buyer of the Contract, as supplemented by this Addendum, has been duly and validly authorized by all requisite action on the part of Buyer, and no consent of any person not heretofore obtained is required.

(b) The Contract, as supplemented by this Addendum, constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

(c) Buyer (i) has not made an assignment for the benefit of creditors, (ii) has not admitted in writing its inability to pay its debts as they mature, or (iii) has not been adjudicated as bankrupt or insolvent, or filed a petition for voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any State, and no such petition has been served upon Buyer.

24. **Copies of Reports, Plans and Applications.** If the Contract is terminated for any reason other than Seller's default, as additional consideration for the transaction contemplated herein, Buyer shall provide to Seller, within five (5) days following a written request therefor, copies of (a) any and all third (3rd) party reports, tests or studies relating to the Property in Purchaser's possession, including but not limited to those involving environmental matters, (b) any surveys, site plans, construction plans or other designs relating to the Property, and (c) any applications and supporting materials submitted by, or on behalf of, Buyer to either the City or Irving, Texas or the Las Colinas Association. Seller hereby agrees that, following the termination of the Contract, all such materials shall be deemed to be the property of Seller, and that Seller may use such materials in connection with the future sale or development of the Property. Notwithstanding any provision of this Agreement, no termination of this Agreement shall terminate Buyer's obligations pursuant to this section.

[Signatures appear on following page]
IN WITNESS WHEREOF, the parties hereto hereby execute this Addendum as of the Effective Date.

SELLER:

500 EJC LAND OWNER LLC, a Texas limited liability company

By: ________________________________
Name: Harry Lake
Title: Vice President
Date: 01.12.20

BUYER:

SAIGEBROOK DEVELOPMENT, LLC,
a Florida limited liability company

By: Lisa Stephens
Lisa Stephens, President
Date: 1/12/2020
STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS THAT:

_____________, a ________________________ ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration paid by ________________, a ________________________ ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the exceptions, liens, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee all of that certain lot, tract or parcel of land situated in Dallas County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

TOGETHER WITH, all and singular, Grantor's right, title and interest in and to any rights, benefits, privileges, easements, tenements, hereditaments, appurtenances and interests thereon or in anywise appertaining thereto and with all improvements located thereon (said land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements and interests being hereinafter referred to as the "Property").

For the same consideration recited above, Grantor hereby BARGAINS, SELLS and TRANSFERS, without warranty, express or implied, all right, title and interest, if any, of Grantor in (i) strips or gores, if any, between the Property and abutting or immediately adjacent properties, and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or immediately adjacent to the Property.

This Special Warranty Deed and the conveyance hereinabove set forth is made subject and subordinate to all matters that a current, accurate survey of the Property would show, together with the easements, restrictions, reservations, covenants, encumbrances and exceptions described in Exhibit "B" attached hereto and incorporated herein by reference for all purposes, but only to the extent they affect or relate to the Property (hereinafter referred to collectively as the "Permitted Exceptions"), and without limitation or expansion of the scope of the special warranty herein contained.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions as aforesaid, unto Grantee, and Grantee's heirs, executors, administrators, personal representatives, successors and assigns, forever; and Grantor does hereby bind Grantor, and Grantor's heirs, executors, administrators, personal representatives, successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property, subject to the Permitted Exceptions, unto Grantee, and Grantee's heirs, executors, administrators, personal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, but with full substitution and subrogation of Grantee in and to all covenants of warranty by parties other than Grantor heretofore given or made with respect to the rights, titles, and interests herein conveyed or any part thereof; provided the foregoing shall

SPECIAL WARRANTY DEED – Page 1
not preclude Grantor's right to enforce all covenants of warranty by parties other than Grantor heretofore given or made with respect to the rights, titles, and interests herein conveyed or any part thereof.

Grantee, by its acceptance hereof, does hereby assume and agree to pay any and all ad valorem taxes and special assessments pertaining to the Property for calendar year 2020 and subsequent years, there having been a proper proration of ad valorem taxes for the current calendar year between Grantor and Grantee.

The conveyance is also made subject to the following restriction, which shall constitute a covenant and shall run with the land, burdening the Property, and benefitting the owner, from time to time, of Lot 1, Block A of Spire Addition, an addition to the City of Irving, Dallas County, Texas, according to Plat thereof recorded under Clerk's File No. 201400246134, Official Public Records, Dallas County, Texas (the “Lot 1 Owner”).

Grantee recognizes that its development on the Property will have a material impact on the development of Lot 1 Owner’s development in the vicinity of the Property, and that any development on the Property must be acceptable to Lot 1 Owner and in harmony with the improvements located on Lot 1 Owner’s property. Prior to the commencement of construction of Grantee’s proposed project on the Property, Lot 1 Owner must approve in its sole discretion (1) conceptual elevations showing the project’s front facade which must indicate the type and location of exterior materials, (2) conceptual drawings showing the elevations for the other sides of the project, (3) conceptual site plan, (4) general landscaping plan (to be included as part of the elevations furnished to Grantor), (5) signage plan, (6) exterior material samples provided from the project, (7) a palette of color choices from which Grantee may select for the project, and (8) the mix of apartment units, including number of market-rate units, number of “affordable” units, and the affordability thresholds for each “affordable” unit (collectively, the “Development Plans”). The Development Plans, as approved by Lot 1 Owner, are referred to herein as the “Approved Development Plans.” Once the Development Plans are approved by Lot 1 Owner, Grantee may develop the Property without any further approval from Lot 1 Owner so long as such development is in material accordance with the Approved Development Plans. Grantee shall not commence any development or construction activity, whether initial construction or the restoration or rebuilding of improvements after casualty damage or the remodeling of any exterior improvements, on all or any part of the Property which differs in any material respect from the Approved Development Plans without Lot 1 Owner’s prior written approval (which may be withheld in Lot 1 Owner’s sole discretion) of (1) detailed elevations showing the project’s front facade, (2) conceptual drawings showing the elevations for the other sides of the project, (3) site plan, (4) landscaping plan (to be included as part of the detailed elevations furnished to Grantor), (5) signage plan, (6) exterior material samples provided from the project, (7) a palette of color choices from which Grantee may select for the project, and (8) the mix of apartment units, including number of market-rate units, number of “affordable” units, and the affordability thresholds for each “affordable” unit.

The approval rights and other restrictions contained in this Special Warranty Deed (“Development Approval Rights”) shall run with and burden the Property, and shall inure to the benefit of Lot 1 Owner, until the date which is ten (10) years from and after the date of this Special Warranty Deed. In the event Grantee or its successors violate the provisions of this paragraph, Lot
Owner shall have the right to seek injunctive relief, in addition to all other remedies which may be available to Lot 1 Owner at law or in equity.

In order to obtain Lot 1 Owner’s approval of any proposed Development Plans, Grantee shall deliver the proposed Development Plans, along with a written request for approval, to Lot 1 Owner via either (i) United States mail, return receipt requested, addressed to Grantor at the address hereinafter specified, or (ii) FedEx to be sent by overnight delivery or other reputable overnight carrier for next day delivery, addressed to Lot 1 Owner at its address set forth in the records of the Dallas Central Appraisal District. In the event that Lot 1 Owner fails to respond to any request for approval of proposed Development Plans within thirty-five (35) days after the delivery of such plans, the proposed Development Plans shall be deemed Approved Development Plans.

Lot 1 Owner acknowledges that the Development Plans presented to, and approved by, Grantor pursuant to Section ____ of that certain __________________________, dated ________________, 20______, by and between Grantor, as Seller, and ______________, as Buyer (as may have been amended or assigned), are Approved Development Plans for purposes of this Special Warranty Deed. The Property may be developed in material accordance with such plans without any further approval from Lot 1 Owner.

[Signature appears on the following page.]
EXECUTED to be effective as of the ___ day of ________________, 2018.

GRANTOR:

By: ____________________________
Name: __________________________
Title: _________________

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was ACKNOWLEDGED before me, on the ___ day of ________________, 20__, by ____________________________, the ______________________________________ of _______________________, a _____________, on behalf of said ____________.

[SEAL]

Notary Public, State of Texas
My Commission Expires: ____________________________

_________________________ Printed Name of Notary Public

GRANTEE’S ADDRESS FOR TAX NOTICES:

______________________________________
______________________________________
______________________________________
When recorded, return to:

______________________________________
______________________________________
______________________________________
______________________________________
EXHIBIT "A"

PROPERTY DESCRIPTION

[Property Description to be subsequently inserted here.]
EXHIBIT "B"

PERMITTED EXCEPTIONS

[Permitted Exceptions to be subsequently inserted here.]
Census Tract Map
San Vito

Source: https://www.huduser.gov/portal/sadda/sadda_qct.html