



# Ovetta Rosedale

4202 - 4210 Medical Parkway, Austin TX 78756



## RHDA APPLICATION MAY 2024

5501-A Balcones Dr. #302  
Austin, TX 78731



April 16th, 2024

City of Austin Housing Department  
1000 E. 11<sup>th</sup> St., Second Floor  
Austin, TX 78702

Re: Request for Rental Housing Development Assistance (RHDA)

O-SDA has specialized in providing first class affordable and workforce housing communities in urban core and suburban areas for over twelve years. Ms. Lasch has secured 35 allocations of Housing Tax Credits in the last 12 application cycles in Texas and has financed and closed more than 3,000 units in Texas.

Ovetta Rosedale is a proposed mixed-income community serving families on ±0.79 acres located at 4202-4210 Medical Parkway in Austin's Rosedale neighborhood. This development includes 70 mixed-income units with 0-, 1-, 2- and 3- bedrooms. **To reduce the financing gap and minimize this RHDA request, Ovetta Rosedale will be a partnership with the Housing Authority of Austin and will include a full property tax exemption.**

Given that the census tract in which the site is located is considered high opportunity based on the QAP, has been underserved by tax credit developments, is near a high density of jobs, and has a good tie-breaker score we believe that Ovetta Rosedale could be one of the top scoring applications in the 2024 housing tax credit cycle. Additionally, the site meets preference criteria for the City of Austin affordable housing goals: It is located in a High Opportunity Area according to the City of Austin RHDA/OHDA and it is located within 0.5 miles of the Project Connect first phase.

Thank you for the opportunity to submit this request. We look forward to answering any questions you may have. Please contact Megan Lasch at [megan@O-SDA.com](mailto:megan@O-SDA.com) or at (830) 330-0762 concerning this application.

Sincerely,

A handwritten signature in black ink that reads 'megan lasch' in a cursive, lowercase style.

Megan Lasch



## Contact Information

Development name: **Ovetta Rosedale**  
Development location: 4202, 4204, 4208, and 4210 Medical Parkway Austin, TX 78756

Development companies: **O-SDA Industries**  
5501-A Balcones Dr. #302  
Austin, Texas 78731

Primary Contacts: **Megan Lasch**  
[Megan@O-SDA.com](mailto:Megan@O-SDA.com)  
830-330-0762

**Abby Penner**  
[abby@Saigebrook.com](mailto:abby@Saigebrook.com)  
512-944-3272



# Ovetta Rosedale

4202-4210 MEDICAL PARKWAY

Executive Summary & Application Checklist



RHDA Application May 2024

**APPLICATION CHECKLIST/ INFORMATION FORM**

<b>DEVELOPER NAME: O-SDA Industries</b>	<b>BORROWER ENTITY NAME : Ovetta Rosedale, LLC</b>
<b>DEVELOPMENT NAME : Ovetta Rosedale</b>	<b>FUNDING CYCLE DEADLINE : May 3, 2024</b>
<b>FEDERAL TAX ID NO: TBD</b>	<b>DUNS NO: TBD</b>
<b>PROJECT ADDRESS: 4202-4210 Medical Parkway</b>	<b>PROGRAM : RHDA</b>
<b>CONTACT NAME : Megan Lasch</b>	<b>AMOUNT REQUESTED: \$5,195,000</b>
<b>CONTACT ADDRESS AND PHONE : Megan@O-SDA.com (830) 330-0762</b>	

APPLICATION TABS		INITIALS
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A 2	PROJECT SUMMARY FORM	ML
A 3	PROJECT TIMELINE	ML
A 4	DEVELOPMENT BUDGET	ML
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ATTACHMENT TABS				
1	ENTITY INFORMATION	1.a.	<a href="#">Detailed listing of developer's experience</a>	ML
		1.b.	Certificate of Status	ML
		1.c.	<a href="#">Statement of Confidence</a>	ML
2	PRINCIPALS INFORMATION	2.a.	Resumes of principals	ML
		2.b.	Resumes of development team	ML
		2.c.	Resumes of property management team	ML
3	FINANCIAL INFORMATION	3.a.	Federal IRS Certification	ML
		3.b.	<a href="#">Certified Financial Audit</a>	ML
		3.c.	Board Resolution	ML
		3.d.	<a href="#">Financial Statements</a>	ML
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4	PROJECT INFORMATION	4.a.	<a href="#">Market Study</a>	ML
		4.b.	<a href="#">Good Neighbor Policy</a>	ML
		4.c.	<a href="#">SMART Housing Letter</a>	ML
		4.d.	<a href="#">MOU with ECHO</a>	ML
		4.e.	<a href="#">Resident Services</a>	ML
5	PROPERTY INFORMATION	5.a.	<a href="#">Appraisal</a>	ML
		5.b.	<a href="#">Property Maps</a>	ML
		5.c.	Zoning Verification Letter	ML
		5.d.	Proof of Site control	ML
		5.e.	<a href="#">Phase I ESA</a>	ML

The applicant/developer certifies that the data included in this application and the exhibits attached hereto are true and correct. *Unsigned/undated submissions will not be considered.*

<p><b>SIGNATURE OF APPLICANT</b>    <b>PRINTED NAME</b>                  Megan Lasch  <b>TITLE OF APPLICANT</b>                  President, Managing Member  <b>DATE OF SUBMISSION</b>                  4/16/2024</p>	<p><b>DATE AND TIME STAMP OF RECEIPT</b></p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <p align="center">FOR AHFC USE ONLY</p>
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# Ovetta Rosedale

## Project Summary Form



RHDA Application May 2024

**Project Summary Form**

1) <b>Project Name</b> Ovetta Rosedale	2) <b>Project Type</b> 100% Affordable	3) <b>New Construction or Rehabilitation</b> New Construction
4) <b>Address(s) or Location Description</b> 4202-4210 Medical Parkway Austin, TX 78756		5) <b>Mobility Bond Corridor</b> N Lamar & Guadalupe St
6) <b>Census Tract</b> 2.04	7) <b>Council District</b> District 10	8) <b>Elementary School</b> BRYKER WOODS EL
9) <b>Affordability Period</b> 45 years		
10) <b>Type of Structure</b> Multi-family	11) <b>Occupied?</b> No	12) <b>How will funds be used?</b> Construction

13) Summary of Rental Units by MFI Level

Income Level	Efficiency	One Bedroom	Two Bedroom	Three Bedroom	Four (+) Bedroom	Total
Up to 20% MFI						0
Up to 30% MFI	3	2	1	1		7
Up to 40% MFI						0
Up to 50% MFI	3	5	14	6		28
Up to 60% MFI	1	6	17	8		32
Up to 80% MFI		1	1	1		3
Up to 120% MFI						0
No Restrictions						0
<b>Total Units</b>	<b>7</b>	<b>14</b>	<b>33</b>	<b>16</b>	<b>0</b>	<b>70</b>

14) Summary of Units for Sale at MFI Level

Income Level	Efficiency	One	Two	Three	Four (+)	Total
Up to 60% MFI						0
Up to 80% MFI						0
Up to 120% MFI						0
No Restrictions						0
<b>Total Units</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

15) Initiatives and Priorities (of the Affordable Units)

Initiative	# of Units	Initiative	# of Units
Accessible Units for Mobility Impairments	4	Continuum of Care Units	
Accessible Units for Sensory Impairments	2		

Use the City of Austin GIS Map to Answer the questions below

- 16) Is the property within 1/2 mile of an Imagine Austin Center or Corridor?
- 17) Is the property within 1/4 mile of a High-Frequency Transit Stop?
- 18) Is the property within 3/4 mile of Transit Service?
- 19) The property has Healthy Food Access?

20) Estimated Sources and Uses of funds

<b>Sources</b>	
Debt	5,700,000
Equity	17,398,260
Grant	
Other	
Deferred Developer Fee (not applicable for OHDA)	964,152
<b>Previous AHFC Funding</b>	
<b>Current AHFC Request</b>	<b>5,195,000</b>

<b>Uses</b>	
Acquisition	5,420,000
Off-Site	-
Site Work	1,186,000
Sit Amenities	200,000
Building Costs	13,022,347
Contractor Fees	1,989,169
Soft Costs	3,302,790
Financing	1,320,494
Developer Fees	2,816,612

**Total \$ 29,257,412**

**Total \$ 29,257,412**



# Ovetta Rosedale

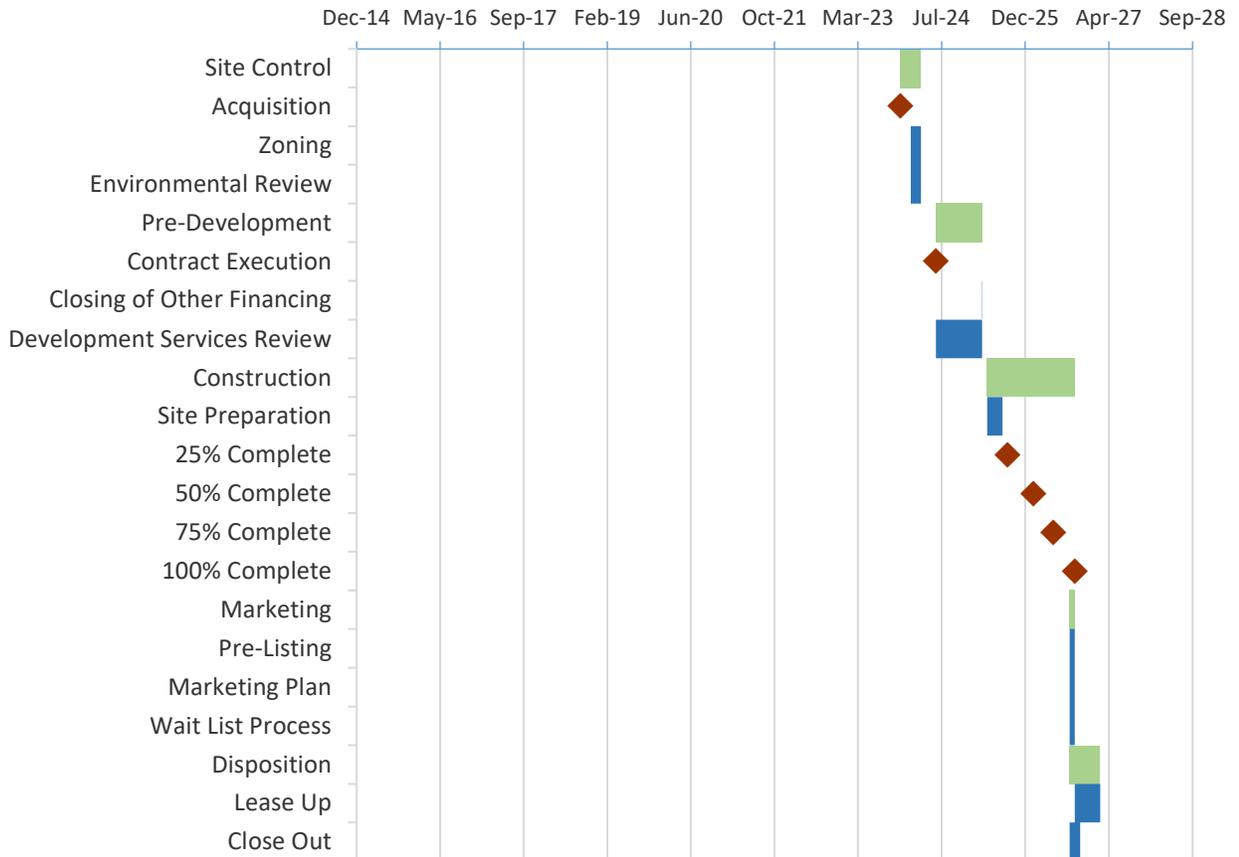
## Project Timeline



RHDA Application May 2024

## Development Schedule

	Start Date	End Date
<b>Site Control</b>	Nov-23	Mar-24
Acquisition	Nov-23	
Zoning	Jan-24	Mar-24
Environmental Review	Jan-24	Mar-24
<b>Pre-Development</b>	Jun-24	Mar-25
Contract Execution	Jun-24	
Closing of Other Financing	Mar-25	Mar-25
Development Services Review	Jun-24	Mar-25
<b>Construction</b>	Apr-25	Oct-26
Site Preparation	Apr-25	Jul-25
25% Complete	Aug-25	
50% Complete	Jan-26	
75% Complete	May-26	
100% Complete	Oct-26	
<b>Marketing</b>	Sep-26	Oct-26
Pre-Listing	Sep-26	Oct-26
Marketing Plan	Sep-26	Oct-26
Wait List Process	Sep-26	Oct-26
<b>Disposition</b>	Sep-26	Mar-27
Lease Up	Oct-26	Mar-27
Close Out	Sep-26	Nov-26





# Ovetta Rosedale

## Development Budget



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## Development Budget

	Total Project Cost	Requested AHFC Funds	Description
<b>Pre-Development</b>			
Appraisal	20,500		Appraisal and Market Analysis
Environmental Review	29,700		Environmental Assessment and Soil Report
Engineering	295,000		
Survey	15,300		
Architectural	559,720		Includes Building Permits
<b>Subtotal Pre-Development Cost</b>	\$920,220	\$0	
<b>Acquisition</b>			
Site and/or Land Structures	5,300,000	5,195,000	
Other (specify)	120,000		Carrying Costs
<b>Subtotal Acquisition Cost</b>	\$5,420,000	\$5,195,000	
<b>Construction</b>			
Infrastructure	10,000		
Site Work	1,176,000		Demo, Site Work, and Site Amenities
Demolition			
Concrete	2,498,500		Concrete and Metals
Masonry	374,500		
Rough Carpentry	3,180,100		
Finish Carpentry			Incl in Rough Carpentry Number
Waterproofing and Insulation	337,290		
Roofing and Sheet Metal	448,000		
Plumbing/Hot Water	1,045,000		
HVAC/Mechanical	581,000		
Electrical	849,700		
Doors/Windows/Glass	433,150		
Lath and Plaster/Drywall and Acoustical Tiel Work			
Soft and Hard Floor			
Paint/Decorating/Blinds/Shades	33,500		
Specialties/Special Equipment	30,700		
Cabinetry/Appliances	1,700,300		Includes Flooring and All Finishes
Carpet			
Other (specify)	2,602,969		Fire Protection, Elevators, Contractor Fees
Construction Contingency	896,808		
<b>Subtotal Construction Cost</b>	\$16,197,517	\$0	
<b>Soft &amp; Carrying Costs</b>			
Legal	341,000		Includes Closing Costs
Audit/Accounting	65,000		
Title/Recordin	200,000		
Architectural (Inspections)	255,000		
Construction Interest	1,422,494		Loan origination fees
Construction Period Insurance	674,787		Includes BR, GL, Performance Bonds,
Construction Period Taxes	71,059		
Relocation			
Marketing	100,000		
Davis-Bacon Monitoring			
Developer Fee	2,816,612		Includes HC Consultant Fee
Other (specify)	773,723		FFE, Perm Loan Fees, Bridge Loan Fees, Tax Credit Fees...
<b>Subtotal Soft &amp; Carrying Costs</b>	\$6,719,675	\$0	... Syndication Cost, Operating Reserves
<b>TOTAL PROJECT BUDGET</b>	\$29,257,412	\$5,195,000	



# Ovetta Rosedale

Operating Pro Forma



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## 15 Year Rental Housing Operating Pro Forma (RHDA)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

INCOME	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 10	YEAR 15
POTENTIAL GROSS ANNUAL RENTAL INCOME	\$1,102,392	\$1,124,440	\$1,146,929	\$1,169,867	\$1,193,265	\$1,317,460	\$1,454,583
Secondary Income	\$16,800	\$17,136	\$17,479	\$17,828	\$18,185	\$20,078	\$22,167
POTENTIAL GROSS ANNUAL INCOME	\$1,119,192	\$1,141,576	\$1,164,408	\$1,187,695	\$1,211,450	\$1,337,538	\$1,476,750
Provision for Vacancy & Collection Loss	-\$83,939	-\$85,618	-\$87,331	-\$89,077	-\$90,859	-\$100,315	-\$110,756
Rental Concessions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
EFFECTIVE GROSS ANNUAL INCOME	\$1,035,253	\$1,055,958	\$1,077,077	\$1,098,618	\$1,120,591	\$1,237,223	\$1,365,994
<b>EXPENSES</b>							
General & Administrative Expenses	\$31,500	\$32,445	\$33,418	\$34,421	\$35,454	\$41,100	\$47,647
Management Fee	\$51,763	\$52,798	\$53,854	\$54,931	\$56,030	\$61,861	\$68,300
Payroll, Payroll Tax & Employee Benefits	\$137,900	\$142,037	\$146,298	\$150,687	\$155,208	\$179,928	\$208,586
Repairs & Maintenance	\$24,500	\$25,235	\$25,992	\$26,772	\$27,575	\$31,967	\$37,058
Electric & Gas Utilities	\$12,250	\$12,618	\$12,996	\$13,386	\$13,787	\$15,983	\$18,529
Water, Sewer & Trash Utilities	\$49,600	\$51,088	\$52,620	\$54,199	\$55,825	\$64,717	\$75,025
Annual Property Insurance Premiums	\$80,000	\$82,400	\$84,872	\$87,418	\$90,041	\$104,382	\$121,007
Property Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reserve for Replacements	\$21,000	\$21,630	\$22,279	\$22,947	\$23,636	\$27,400	\$31,764
Other Expenses	\$39,280	\$40,458	\$41,672	\$42,922	\$44,210	\$51,251	\$59,415
TOTAL ANNUAL EXPENSES	\$447,793	\$460,709	\$474,001	\$487,683	\$501,766	\$578,589	\$667,331
NET OPERATING INCOME	\$587,460	\$595,249	\$603,076	\$610,935	\$618,825	\$658,634	\$698,663
<b>DEBT SERVICE</b>							
First Deed of Trust Annual Loan Payment	\$436,978	\$436,978	\$436,978	\$436,978	\$436,978	\$436,978	\$436,978
Second Deed of Trust Annual Loan Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Third Deed of Trust Annual Loan Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Annual Required Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Annual Required Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>ANNUAL NET CASH FLOW</b>	\$150,482	\$158,271	\$166,098	\$173,957	\$181,847	\$221,656	\$261,685
<b>CUMULATIVE NET CASH FLOW</b>	\$150,482	\$308,753	\$474,851	\$648,808	\$830,655	\$1,839,413	\$3,047,765
<b>Debt Coverage Ratio</b>	1.34	1.36	1.38	1.40	1.42	1.51	1.60

Bedroom Type	Income Level	Unit Square Footage	# of Units	Total Sq Footage
Efficiency	30% MFI	510	2	1,020
Efficiency	30% MFI	552	1	552
Efficiency	50% MFI	510	1	510
Efficiency	50% MFI	552	2	1,104
Efficiency	60% MFI	510	1	510
1-bdrm	30% MFI	600	2	1,200
1-bdrm	50% MFI	600	5	3,000
1-bdrm	60% MFI	600	5	3,000
1-bdrm	60% MFI	652	1	652
1-bdrm	80% MFI	652	1	652
2-bdrm	30% MFI	850	1	850
2-bdrm	50% MFI	850	12	10,200
2-bdrm	50% MFI	896	1	896
2-bdrm	50% MFI	904	1	904
2-bdrm	60% MFI	850	15	12,750
2-bdrm	60% MFI	896	1	896
2-bdrm	60% MFI	904	1	904
2-bdrm	80% MFI	904	1	904
3-bdrm	30% MFI	1,050	1	1,050
3-bdrm	50% MFI	1,050	6	6,300
3-bdrm	60% MFI	1,050	8	8,400
3-bdrm	80% MFI	1,050	1	1,050
<b>Total</b>			<b>70</b>	<b>57,304</b>

Average Square Foot AHFC Units at or Below 50% MFI				
Efficiency	1-bdrm	2-bdrm	3-bdrm	4-bdrm
531	600	857	1050	-



# Ovetta Rosedale

## RHDA Application Scoring Sheet



RHDA Application May 2024

Project Name	Ovetta Rosedale	
Project Type	100% Affordable	
Council District	District 10	
Census Tract	2.04	
Prior AHFC Funding	\$0	
Current AHFC Funding Request Amount	\$5,195,000	
Estimated Total Project Cost	\$29,257,412	
High Opportunity	Yes	
High Displacement Risk	NO	
High Frequency Transit	Yes	
Imagine Austin	Yes	
Mobility Bond Corridor	Lamar & Guadalupe St	
<b>SCORING ELEMENTS</b>		Description
<b>UNITS</b>		
< 20% MFI	0	# of rental units at < 20% MFI
< 30% MFI	7	# of rental units at < 30% MFI
District Goal	14%	% of City's affordable housing goal
High Opportunity	27%	% of City's affordable housing goal for high opportunity areas
Displacement Risk	0%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	6%	% of City's affordable housing goal near high frequency transit
Imagine Austin	6%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	24%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	6%	% of City's affordable housing goal within mobility bond corridors
<b>SCORE</b>	<b>3</b>	<b>% of annual goal * units * 50%, max of 75</b>
< 40% MFI	0	# of rental units at < 40% MFI
< 50% MFI	28	# of rental units at < 50% MFI
District Goal	14%	% of City's affordable housing goal
High Opportunity	27%	% of City's affordable housing goal for high opportunity areas
Displacement Risk	0%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	6%	% of City's affordable housing goal near high frequency transit
Imagine Austin	6%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	24%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	6%	% of City's affordable housing goal within mobility bond corridors
<b>SCORE</b>	<b>6</b>	<b>% of annual goal * units * 25%, max of 75</b>
< 60% MFI	0	# of units for purchase at < 60% MFI
District Goal	14%	% of City's affordable housing goal
High Opportunity	27%	% of City's affordable housing goal for high opportunity areas
Displacement Risk	0%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	6%	% of City's affordable housing goal near high frequency transit
Imagine Austin	6%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	24%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	6%	% of City's affordable housing goal within mobility bond corridors
<b>SCORE</b>	<b>0</b>	<b>% of annual goal * units * 50%, max of 75</b>
< 80% MFI	0	# of units for purchase at < 80% MFI
District Goal	14%	% of City's affordable housing goal
High Opportunity	27%	% of City's affordable housing goal for high opportunity areas
Displacement Risk	0%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	6%	% of City's affordable housing goal near high frequency transit
Imagine Austin	6%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	24%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	6%	% of City's affordable housing goal within mobility bond corridors
<b>SCORE</b>	<b>0</b>	<b>% of annual goal * units * 25%, max of 75</b>
<b>Unit Score</b>	<b>9</b>	<b>MAXIMUM SCORE = 300</b>
<b>INITIATIVES AND PRIORITIES</b>		
Continuum of Care	0	Total # of units provided up to 100 per year
Continuum of Care Score	0	(total CoC Units/100 + HF Units/50)*20
Access to Healthy Food	Yes	Within 1 Mile of Healthy Food (City GIS)
Continuum of Care Weighted Score	0	Mobility, Access to Jobs, Community Institutions, Social Cohesion
2 Bedroom Units	15	Total Affordable 2 Bedroom units
3 Bedroom Units	7	Total Affordable 3 Bedroom units
4 Bedroom Units	0	Total Affordable 4+ Bedroom units
Multi-Generational Housing Score	13	Multi-bedroom Unit/Total Units * 20
TEA Grade	88	Elementary School Rating from TEA
Multi-Generational Housing Weighted Score	8	Educational Attainment, Environment, Community Institutions, Social Cohesion,
Accessible Units	6	mobility and sensory units
Non-PSH, Non-Voucher Under 20% MFI	0	Total units under 20% MFI
Accessibility Score	3	Accessible Unit/Total Units * 20
Metro Access Service	Yes	Within 3/4 mile of fixed route transit
Accessibility Weighted Score	2	Housing Stability, Health, Mobility, Community Institutions
Initiatives and Priorities Score	27	MAXIMUM SCORE = 200
<b>UNDERWRITING</b>		
AHFC Leverage	36%	% of total project cost funded through AHFC request
Leverage Score	9	3 points per 5% reduction in leverage below 50% (max 30)
AHFC Per Unit Subsidy (including prior amounts)	\$148,429	Amount of assistance per unit
Subsidy per unit score	6	(\$200,000 - per unit subsidy)*25/\$200,000
AHFC Per Bedroom Subsidy	\$81,172	Amount of assistance per bedroom
Subsidy per Bedroom Score	15	(\$200,000 - per bedroom subsidy)*25/\$200,000
Debt Coverage Ratio (Year 5)	1.42	Measured at the 5 Year mark
Debt Coverage Ratio Score	8.385319169	Minimum = 1.0; Maximum = 1.5; 1.25 = best score
Underwriting Score	39	MAXIMUM SCORE = 100
<b>APPLICANT</b>		
<b>FINAL QUANTITATIVE SCORE</b>	<b>74</b>	<b>THRESHOLD SCORE = 50</b>
Previous Developments		
Compliance Score		
Proposal		
Supportive Services		
Development Team		
Management Team		
Notes		



# Ovetta Rosedale

## ***ENTITY INFORMATION***

### 1a. Developer's Experience



RHDA Application May 2024



## ABOUT

O-SDA Industries is a WBE- and HUB-certified real estate development firm with a focus on infill development opportunities that regularly delivers detail-oriented and sustainable mixed-income housing communities.

Megan Lasch, owner and principal of MBE/WBE- and HUB-certified O-SDA Industries, has more than 14 years of experience in project management and consulting in the affordable housing industry, managing all aspects of project life cycles. Megan has a background in engineering, project management, real estate analysis, and design and has financed and closed more than \$535MM over 19 developments in Texas. O-SDA Industries is based in Austin, Texas.



**MEGAN LASCH**  
President

megan@o-sda.com

## DEVELOPMENT PROCESS

O-SDA's dedicated team has built its reputation as a mixed-income housing developer that produces consistent quality, sustainability, innovative design, and long-term viability in each of its communities. The firms oversee every aspect of development, including but not limited to planning, environmental testing, design oversight, financing, permitting, construction, lease-up, and stabilization.

O-SDA retains long-term ownership of all of its properties, maintaining affordability and ensuring high-quality property management. The O-SDA team has extensive experience in all aspects of housing development, compliance, and ownership.



To learn more visit [www.affordablehousingtexas.com](http://www.affordablehousingtexas.com)



Phase of Development	PROPERTY	TYPE , STYLE & TENANT MIX	UNIT TYPE	FINANCING SOURCES	TOTAL DEVELOPMENT COST
<b>Pre-Development</b>					
	Lapiz Flats 1410-1430 Duncan Perry Rd. Grand Praire, TX 76011	New Constructon Senior Affordable & Market Rate 30%, 50%, and 60%	45 - 1 BR 24 - 2 BR <b>TOTAL = 69</b>	LIHTC - 9% (TDHCA)	\$16.8MM
	The Roz 3435 Parker Lane Austin TX 78741 <i>Consultant Only</i>	New Construction Permanent Supportive Housing 30%, 50%, and 60%	100 - 0 BR <b>TOTAL = 100</b>	LIHTC - 9% (TDHCA) PBVs	\$24MM
<b>Under Construction</b>					
	The Rhett 1000 E Yager Lane Austin TX 78753	New Construction Family Affordable 30%, 50%, 60%, and 80%	67 - 1 BR 93 - 2BR 55 - 3BR <b>TOTAL = 215</b>	LIHTC - 4% (TDHCA)	\$63.7MM
	Cady Lofts 1004-1008 E 39th St. Austin, TX 78751 <i>Consultant Only</i>	New Construction Permanent Supportive Housing 30%, 50%, and 60%	100 - 0 BR <b>TOTAL = 100</b>	LIHTC - 9% (TDHCA) PBVs	\$20.9MM
	Jaipur Lofts 2102, 2108, 2202, 2206, 2208 Annex Ave Dallas, TX 75204	New Construction Family Affordable & Market Rate 30%, 50%, and 60%	26 - 1 BR 37 - 2 BR 8 - 3 BR <b>TOTAL = 71</b>	LIHTC - 9% (TDHCA)	\$23.9MM
	Lydle Ridge 2301 Little Rd. Arlington, TX 76010	New Constructon Senior Affordable & Market Rate 30%, 50%, and 60%	43 - 1 BR 16 - 2 BR <b>TOTAL = 59</b>	LIHTC - 9% (TDHCA)	\$14.1MM
	June West 1200-1206 W Koenig Lane Austin, TX 78756	New Construction Family Affordable 30%, 50%, 60%, and 80%	31 - 0 BR 11 - 1 BR 24 - 2 BR 14 - 3 BR <b>TOTAL = 80</b>	LIHTC - 9% (TDHCA)	\$20.3MM
	Saison North 10010 N Capital of TX Highway Austin, TX 78759	New Construction Family Affordable & Market Rate 30%, 50%, and 60%	48 - 1 BR 44 - 2 BR 24 - 3 BR <b>TOTAL = 116</b>	LIHTC - 9% (TDHCA)	\$32.5MM
<b>DEVELOPMENTS COMPLETED</b>					
	Kiva East 4724 & 4806 East Side Ave. Dallas, TX 75226	New Construction Family Affordable & Market Rate 30%, 50%, 60%	18 - 1 BR 48 - 2 BR 21 - 3 BR <b>TOTAL = 87</b>	LIHTC - 9% TDHCA	\$25MM
	Kestrel on Cooper 2017-2025 S Cooper Street Arlington, TX 76010	New Construction Family Affordable & Market Rate 30%, 50%, and 60%	21 - 1 BR 36 - 2 BR 27 - 3 BR 6 - 4 BR <b>TOTAL: 90</b>	LIHTC - 9% (TDHCA)	\$20.7MM
	Vi Collina 2401 E Oltorf St Austin TX	New Construction Family 100% Affordable 30%, 50%, 60%, and 80%	48 - 1 BR 81 - 2 BR 41 - 3 BR <b>Total: 170</b>	LIHTC - 4% (TDHCA)	\$37.6 MM
	Cielo Place 3111 Race Street Fort Worth, TX 76111	Adaptive Reuse Family Affordable & Market Rate 30%, 50%, & 60%	50 - 0 BR 11 - 1 BR 18 - 2 BR 12 - 3 BR <b>Total: 91</b>	LIHTC - 9% (TDHCA)	\$22.2MM

Phase of Development	PROPERTY	TYPE , STYLE & TENANT MIX	UNIT TYPE	FINANCING SOURCES	TOTAL DEVELOPMENT COST
	Everly Plaza 1801-1821 8th Ave and 1801 Hurley Ave. Fort Worth, TX 76110	New Construction Senior Affordable & Market Rate 30%, 50%, & 60%	64 - 1 BR 24 - 2 BR <b>Total: 88</b>	LIHTC - 9% (TDHCA)	\$19.4MM
	The Abali 4603-4611 N IH 35 Austin, TX 78722	New Construction Family Affordable & Market Rate 30%, 50%, and 60%	16 - 0 BR 10 - 1 BR 19 - 2 BR 11 - 3 BR <b>Total: 56</b>	LIHTC - 9% (TDHCA)	\$14.6MM
	Sunset at Fash Place 2504 Oakland Blvd. Fort Worth, TX 76103	New Construction Senior Affordable & Market Rate 30% 50% & 60% AMI	50 - 1 BR 16 - 2 BR <b>Total: 66</b>	LIHTC - 9% (TDHCA)	\$14.3MM
	Canova Palms 1717 Irving Blvd Irving, Texas	New Construction Senior Affordable & Market Rate 30%, 50% & 60% AMI	41 - 1BR 17 - 2 BR <b>Total: 58</b>	LIHTC - 9% (TDHCA)	\$11.3MM
	Alton Plaza 202 Whaley Street Longview, TX 75607	New Construction Adaptive Reuse Family Affordable & Market Rate 30%, 50% & 60% AMI	6 - 0BR 16 - 1BR 26 - 2 BR <b>Total: 48</b>	LIHTC - 9% (TDHCA)	\$10.2MM
	Elysium Grand 3300 Oak Creek Drive Austin, Texas	New Construction Podium Family Affordable & Market Rate 30%, 50% & 60% AMI	18 - 1 BR 53 - 2 BR 19 - 3 BR <b>Total: 90</b>	LIHTC - 4% (TDHCA)	\$19.6MM
	Mistletoe Station 1916 Mistletoe Blvd. Fort Worth, TX 76104	New Construction Garden Style & Podium Style Family Affordable & Market Rate 30%, 50% & 60% AMI	21 - 1 BR 67 - 2BR 22 - 3BR <b>Total: 110</b>	LIHTC - 9% (TDHCA) PBVs	\$28.2MM
	Aria Grand IH35 & Woodland Drive Austin, TX 78704	New Construction Podium Family Affordable & Market Rate 30%, 50% & 60% AMI	12 - 1 BR 30 - 2 BR 28 - 3 BR <b>Total: 70</b>	LIHTC - 9% (TDHCA)	\$16.8MM

Phase of Development	PROPERTY	TYPE , STYLE & TENANT MIX	UNIT TYPE	FINANCING SOURCES	TOTAL DEVELOPMENT COST
	Edgewood Place 617 Clinic Drive Longview, TX 75605	New Construction Garden Style Family Affordable & Market Rate 30%, 50% & 60% AMI	18 - 1BR 36 - 2BR 20 - 3BR <b>Total: 74</b>	LIHTC - 9% (TDHCA)	\$13.4MM
	Kaia Pointe 104 Bettie Mae Way Georgetown TX 78633	New Construction Garden Style Family Affordable & Market Rate 30%, 50% & 60% AMI	28 - 1 BR 56 - 2 BR 18 - 3 BR <b>Total: 102</b>	LIHTC - 9% (TDHCA) \$13,530,000	\$18.8MM
	Stillhouse Flats 2926 Cedar Knob Road Harker Heights, TX 76548	New Construction Garden Style & Townhomes Family Affordable & Market Rate 30%, 50% & 60% AMI	22 - 1 BR 50 - 2 BR 24 - 3 BR <b>Total: 96</b>	LIHTC - 9% (TDHCA) \$14,180,000 Local Government Contribution	\$16.8MM
	LaMadrid Apartments 11320 Manchaca Road Austin, TX 78748	New Construction Garden Style & Townhomes Family Affordable & Market Rate 30%, 50% & 60% AMI	18 - 1 BR 53 - 2 BR 24 - 3 BR <b>Total: 95</b>	LIHTC - 9% (TDHCA) \$13,380,000 City of Austin RHDA	\$20.4MM
	Barron's Branch 817 Colcord Ave Waco, TX 76707	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	30 - 1 BR 86 - 2 BR 48 - 3 BR 4 - 4 BR <b>Total: 168</b>	LIHTC - 9% (TDHCA) \$20,331,756	\$16.7MM
	Art at Bratton's Edge 15405 Long Vista Dr Austin, TX 78727	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	16 - 1 BR 46 - 2 BR 16 - 3 BR <b>Total: 78</b>	LIHTC - 9% (TDHCA)	\$14.3MM
	Liberty Pass 17321 Lookout Road Selma, TX 78154	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	12 - 1 BR 62 - 2 BR 26 - 3 BR 4 - 4 BR <b>Total: 104</b>	LIHTC - 9% (TDHCA)	
	Summit Parque 12777 Merit Drive Dallas, TX 75251	New Construction Mid-Rise Family Affordable and Market Rate 30%, 50%, 60% AMI	31 - 1 BR 49 - 2 BR 20 - 3 BR <b>Total: 100</b>	LIHTC - 9% (TDHCA) \$14,870,000 DHA PBVs	\$23.9MM
	Saige Meadows 13488 Hwy 69N Tyler, TX 75706	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	Flats: 22 - 1 BR 44 - 2 BR 4 - 3 BR Townhomes: 6 - 2 BR 16 - 3 BR <b>Total: 92</b>	LIHTC - 9% (TDHCA) \$11,870,348	\$9.4MM
	La Ventana 2109 Texas 351 Abilene, TX 79601	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	16 - 1BR 36 - 2 BR 28 - 3 BR 4 - 4 BR <b>Total: 84</b>	LIHTC - 9% (TDHCA) \$6,462,643	\$9.5MM
	Amberwood Place 411 W Hawkins Pkwy Longview, TX 75604	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	12 - 1 BR 32 - 2 BR 32 - 3 BR 2 - 4 BR <b>Total Unit 78</b>	LIHTC - 9% (TDHCA) \$8,740,526	\$10.MM



# Ovetta Rosedale

## ***ENTITY INFORMATION***

### 1b. Certificate of Status



RHDA Application May 2024



## Office of the Secretary of State

### Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for O-SDA INDUSTRIES, LLC (file number 801314120), a Domestic Limited Liability Company (LLC), was filed in this office on September 02, 2010.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on March 24, 2021.



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs  
Secretary of State



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number:	<b>1800641068400</b>
File/Vendor Number:	<b>467961</b>
Approval Date:	<b>4/29/2021</b>
Scheduled Expiration Date:	<b>4/29/2025</b>

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**O-SDA INDUSTRIES, LLC**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 4/30/2021, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program  
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



# Ovetta Rosedale

## ***ENTITY INFORMATION***

### 1c. Statement of Confidence

*N/A, Developer has extensive experience developing affordable housing in the City of Austin.*



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# Ovetta Rosedale

## ***PRINCIPALS INFORMATION***

### 2a. Resumes of Principals



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## Megan Lasch

5501-A Balcones Drive #302 Austin, TX 78731

(830) 330-0762

megan@o-sda.com

Megan has thirteen years of experience in the project management and development industry. Having received her bachelor's degree in Biosystems Engineering from Oklahoma State University, Megan began her career as an engineering consultant where she helped design a variety of public and private development projects.

In 2010 Megan formed O-SDA Industries, LLC to provide real estate development consulting services to clients in the affordable housing industry in Texas. O-SDA is a City of Austin MBE/WBE/Texas HUB certified real estate development firm.

O-SDA is a full-service real estate development company committed to solving the need for affordable housing in Texas urban centers and suburban areas. Megan has helped secure thirty six (36) allocations of Housing Tax Credits since 2011 in Texas. Megan also holds an experience certification for affordable housing from Texas Department of Housing and Community Affairs (TDHCA). Megan is based in Austin, Texas and serves as a project manager, developer or consultant on developments financed by our development team. Megan helps to manage all aspects of the project life cycle from site identification, finance application process, to managing third party consultants throughout the design process and ultimately to project completion. Megan is a member of the Texas Affiliation of Affordable Housing Providers. In addition, she has served on the board for Skillpoint Alliance and was elected chair in 2016. Megan is a three-time Austin Under 40 Finalist and was recognized as Austin Business Journal Woman in Power Profiles in 2020. Megan is a board member of the Real Estate Council of Austin for the 2023-2024 term and is a Charter Commissioner for the City of Austin serving a one-year term.

Recent development and consultant experience includes the following:

Name	Location	Units	Affordable	Market Rate	Tenancy Type	Status
The Roz <i>consultant only</i>	Austin, TX	100	100	0	Individual	Pre-Development
Lapiz Flats	Grand Prairie, TX	69	63	6	Senior	Pre-Development
The Rhett	Austin, TX	215	215	0	Family	Under Construction
Jaipur Lofts	Dallas, TX	71	71	0	Family	Under Construction
Lydle Ridge	Arlington, TX	59	52	7	Senior	Under Construction
Cady Lofts <i>consultant only</i>	Austin, TX	100	100	0	Individual	Under Construction
Saison North	Austin, TX	116	82	34	Family	Under Construction
June West	Austin, TX	80	80	0	Family	Under Construction



Kiva East <i>consultant only</i>	Dallas, TX	87	71	16	Family	Under Construction
Clifton Riverside <i>consultant only</i>	Fort Worth, TX	94	80	14	Family	Under Construction
Kestrel on Cooper	Arlington, TX	90	74	16	Family	Stabilized
Vi Collina	Austin, TX	170	170	0	Family	Stabilized
The Abali	Austin, TX	56	51	5	Family	Stabilized
Sunset at Fash Place	Fort Worth, TX	66	59	7	Senior	Stabilized
Everly Plaza- <i>consultant only</i>	Fort Worth, TX	88	79	9	Senior	Stabilized
Cielo Plaza- <i>consultant only</i>	Fort Worth, TX	91	81	10	Family	Stabilized
Canova Palms	Irving, TX	58	50	8	Senior	Stabilized
Aria Grand	Austin, TX	70	60	10	Family	Stabilized
Elysium Grand	Austin, TX	90	69	21	Family	Lease up
Mistletoe Station	Fort Worth, TX	110	74	36	Family	Stabilized
Alton Plaza	Longview, TX	48	33	16	Family	Stabilized
Edgewood Place	Longview, TX	74	58	16	Family	Stabilized
Kaia Pointe	Georgetown, TX	102	80	22	Family	Stabilized
Stillhouse Flats	Harker Heights, TX	96	88	8	Family	Stabilized
LaMadrid Apartments	Austin, TX	95	83	12	Family	Stabilized
Tupelo Vue	Winter Haven, FL	70	70	0	Family	Stabilized
Liberty Pass	Selma, TX	104	96	8	Family	Stabilized
Barron's Branch II	Waco, TX	76	76	0	Family	Stabilized
Art at Bratton's Edge	Austin, TX	76	68	8	Family	Stabilized
Barron's Branch I	Waco, TX	92	77	15	Family	Stabilized
Saige Meadows	Tyler, TX	92	82	10	Family	Stabilized
Summit Parque	Dallas, TX	100	75	25	Family	Stabilized
Amberwood	Longview, TX	78	68	10	Family	Stabilized
La Ventana	Abilene, TX	84	72	12	Family	Stabilized
Tylor Grand	Abilene, TX	120	120	0	Family	Stabilized
Singing Oaks (Rehab)	Denton, TX	126	122	4	Family	Stabilized
Pinnacle at North Chase	Tyler, TX	120	120	0	Family	Stabilized
Palms on Lamar	Austin, TX	476	476	0	Family	Stabilized



# Ovetta Rosedale

## ***PRINCIPALS INFORMATION***

### 2b. Resumes of Development Team



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Ovetta Rosedale, LLC

Ovetta MM, LLC  
.005%  
Managing member

O-SDA Ovetta, LLC  
.005%  
Limited member

Syndicator (TBD)  
99.99%  
Investor member

AAHC Ovetta Rosedale\_  
MM, LLC  
95%  
Managing member

O-SDA Ovetta, LLC  
(a Texas HUB)  
5%  
Limited member

O-SDA Industries, LLC  
100%  
Sole member

Austin Affordable  
Housing Corporation  
100%  
Sole member

O-SDA Industries, LLC  
100%  
Sole member

Megan Lasch  
100%  
Sole Member

Michael Gerber, President (0%)  
Ron Kowal, Vice President (0%)  
Biliang Chen, Treasurer (0%)  
Carl S. Richie Jr., Board Member (0%)  
Edwina Carrington, Board Member (0%)  
Dr. Tyra Duncan-Hall, Board Member (0%)  
Charles C. Bailey, Board Member (0%)  
Mary Apostolou, Board Member (0%)

**Megan Lasch**  
100%  
sole member

## Ron Kowal

Ron Kowal is the Vice-President of Housing Development and Asset Management for Austin Affordable Housing Corporation (AAHC), a subsidiary of the Housing Authority of the City of Austin (HACA). He is responsible for the day-to-day management of multifamily and commercial assets including marketing, risk management, accounting, and merchandising of a portfolio of 9,017 affordable multifamily acquisition units and 6,879 new construction units, as well as 150,000 square feet of office space and 88,800 square feet of retail space. Leading the charge in pursuing HUD RAD (Rental Assistance Demonstration) funds for HACA's public housing portfolio, Mr. Kowal also recently secured through public/private partnerships deals totaling 1500 additional affordable housing units for AAHC and continuously seeks such opportunities. A real estate professional for the past 30 years, Mr. Kowal received his Real Estate License in 1985, Broker's License in 1987, and HUD and RTC Certifications in 1990. He has a BA in Management with a focus in Finance and Accounting from Texas A&M University, is an avid sports fan and the proud father of three children.

Suzanne Schwertner

Suzanne Schwertner is the Director of Development for Austin Affordable Housing Corporation (AAHC), a subsidiary of the Housing Authority of the City of Austin (HACA). With 14 years of experience, she is responsible for overseeing new construction transactions from initial presentation/planning through construction and operation on all private/public partnership multifamily projects as well as assisting with the real estate acquisition portfolio from due diligence through asset management. AAHC has grown its portfolio to over 15,000 combined units of new construction and acquisition. With many years in the mortgage industry, she holds a Residential Mortgage Loan Origination License and Real Estate Agent License. Ms. Schwertner earned a BBA in Finance from Texas Tech University and is a proud Red Raider fan.

# Austin Affordable Housing Corporation

1124 South IH 35, Austin, Texas 78704

Formed in 2003, Austin Affordable Housing Corporation has been in the community for 19 years as a nonprofit subsidiary for the Housing Authority of the City of Austin, actively expanding the stock of affordable housing in Austin and preserving long-term affordability through new development and the acquisition of unrestricted market units and making them affordable for the long term. In addition to owning affordable housing developments, AAHC also provides social and human support services, such as educational programs, training programs, and family counseling in order to promote the health and welfare of its residents and a Down Payment Assistance Program to assist first time homebuyers who are residents of Public Housing or the Housing Choice Voucher Program.

## Austin Affordable Housing Corporation Resume

- September 2003: Inception of Austin Affordable Housing Corporation
- SHCC Building included in AAHC initial inventory
    - 9,547sf office space located at 1507 S. IH 35, Austin, TX 78704
- October 2003: Purchase of Eastland Plaza shopping center
- 88,774sf retail space located at 1144 Airport Blvd., Austin, TX 78702
- March 2004: Purchase of Sterling Village Apartments
- 207 units located at 10401 North Lamar Blvd, Austin, TX 78753
- July 2004: Purchase of SHCC House
- 2,198sf Office space located at 1503 S. IH 35, Austin, TX 78704
- August 2004: Purchase of Bent Tree Apartments
- 126 units located at 8405 Bent Tree Rd., Austin, TX 78759
- April 2005: Purchase of Housing Authority of the City of Austin Main Office
- 113,373sf Office Space located at 1124 S. IH 35, Austin, TX 78704
- September 2007: Purchase of Sweetwater Apartments
- 152 units located at 2323 Wells Branch Pkwy, Austin, TX 78728
- October 2008: Purchase of Park at Summers Grove Apartments 80% GP Interest
- 240 units located at 2900 Century Park Blvd, Austin, TX 78728
- July 2009: Purchase of Chapman Building
- 3,261sf Office Space located at 1100 S. IH 35, Austin, TX 78704
- February 2008-

- January 2011: Purchase of Leisure Time Village 55+ Housing
- 22 Senior units located at 1920 Gaston Place Drive, Austin, TX 78723
- 2001-2012: Purchase of Single-Family Homes
- 17 Single Family Homes located across Austin, TX
- September 2013: Purchase of Lexington Hills Apartments
- 238 units located at 2430 Cromwell Circle, Austin, TX 78741
- September 2013: Disposition of Old Administration Building by HUD
- Received title to 5600sf and 17,860sf of office space located at 1640 A & B East 2<sup>nd</sup> Street, Austin, TX 78702
- August 2014: Closed on new development Pointe at Ben White Family Apartments using 4% Tax Credit/Bond financing
- 250 units located at 6934 E. Ben White Blvd., Austin, TX 78741
- August 2014: Closed on new development Villages of Ben White Senior Apartments using 4% Tax Credit/Bond financing
- 183 units located at 7000 E. Ben White Blvd., Austin, TX 78741
- July 2015: Closed on new development Reserve at Springdale using 4% Tax Credit/Bond financing
- 292 units located at 5605 Springdale Road, Austin, TX 78723
- August 2015: Closed on new development Harris Branch Senior using 4% Tax Credit/Bond financing
- 216 units located at 12433 Dessau Road, Austin, TX 78754
- September 2015: Purchased Bridge at Tech Ridge Apartments
- 294 units located at 12800 Center Lake Drive, Austin, TX 78753
- Purchased Bridge at Center Ridge Apartments
- 348 units located at 701 Center Ridge Drive, Austin, TX 78753
- December 2015: Closed on new development Urban Oaks using 4% Tax Credit/Bond Financing
- 194 units located at 6725 Circle S Road, Austin, TX 78745
- May 2016: Purchased Bridge at South Point
- 176 units located at 6808 So. IH 35, Austin, TX 78745
- September 2016: Purchased Bridge at Volente
- 208 units located at 11908 Anderson Mill Road, Austin, TX 78726
- November 2016: Rental Assistance Demonstration (RAD) conversion acquisition/rehabs on five properties using 4% Tax Credit/Bond Financing.
- Pathways at Georgian Manor – 94 units located at 110 Bolles Circle, Austin, TX 78753
  - Pathways at Manchaca Village – 33 units located at 3628 Manchaca Road, Austin, TX 78704
  - Pathways at North Loop – 130 units located at 2300 W. Northloop, Austin, TX 78756
  - Pathways at Northgate – 50 units located at 9120 Northgate, Austin, TX 78758

- Pathways at Shadowbend Ridge – 50 units located at 6328 Shadowbend, Austin, TX 78745
- November 2016: RAD straight conversion of three properties
  - Pathways at Bouldin Oaks – 144 units located at 1203 Cumberland, Austin, TX 78704
  - Pathways at Coronado Hills – 48 units located at 1438 Coronado Hills, Austin, TX 78752
  - Pathways at Manchaca II – 33 units located at 6113 Buffalo Pass, Austin, TX 78745
- January 2017: Closed on new development Studios at thinkEAST using 4% Tax Credit/Bond Financing
  - 182 units located at 1143 Shady Lane, Austin, TX 78721
- June 2017: Purchased Bridge at Sterling Springs
  - 172 units located at 2809 W. William Cannon Drive, Austin, TX 78745
- July 2017: Rental Assistance Demonstration (RAD) conversion acquisition/rehab on Pathways at Gaston Place using 4% Tax Credit/Bond Financing.
  - 100 units, 1941 Gaston Place Drive, Austin, TX 78723
- October 2017: RAD straight conversion of two properties
  - Pathways at Booker T. Washington – 216 units located at 905 Bedford, Austin, TX 78702
  - Pathways at Meadowbrook Court - 160 units located at 1201 West Live Oak, Austin, TX 78704
- November 2017: Closed on new construction development Harris Ridge Apartments using 4% Tax Credit/Bond Financing
  - 324 units, located at 1501 Howard Lane, Austin, TX 78754
- December 2017: Closed on new construction development Bridge at Cameron using 4% Tax Credit/Bond Financing
  - 263 units located at 9201 Cameron Rd, Austin, TX 78754
- December 2017: Closed on new construction development Commons at Goodnight using 4% Tax Credit/Bond Financing
  - 304 units located at 2022 E. Slaughter Lane, Austin, TX 78747
- July 2018: Closed on new construction development The Rail at MLK using private equity
  - 235 units located at 2921 E. 17<sup>th</sup> St., Austin, TX
- August 2018: Closed on new construction development Pathways at Chalmers Courts South using 4% Tax Credit/Bond Financing
  - 86 units to be used for RAD relocation located at 1638 East 2<sup>nd</sup> St., Austin, TX 78702
- September 2018: Closed on RAD 9% tax credit new construction conversion of Pathways at Goodrich
  - 120 units located at 2126 Goodrich Avenue, Austin, TX 78704

- September 2018: Purchased the Preserve at Wells Branch
- 308 units located at 1773 Wells Branch Parkway, Austin, TX 78728
- October 2018: Closed on RAD straight conversion Pathways at Thurmond Heights
- 144 units located at 8426 Goldfinch Court, Austin, TX 78758
- November 2018: Closed on three RAD straight conversions:
- Pathways at Rosewood Courts – 124 units located at 2001 Rosewood Avenue, Austin, TX 78702
  - Pathways at Santa Rita Courts – 97 units located at 2341 Corta Street, Austin, Texas 78702
  - Pathways at Salina – 32 units located at 1145 Salina Street, Austin, Texas 78702
- November 2018: Purchased the Bridge at Terracina
- 170 units located at 8100 N. Mopac Expressway, Austin, Texas 78759
- November 2018: Purchased the Bridge at Northwest Hills
- 314 units located at 3600 Greystone Drive, Austin, Texas 78731
- December 2018: Closed on new construction development Elysium Grand using 4% Tax Credit/Bond Financing
- 90 units located at 3300 Oak Creek Drive, Austin, TX 78727
- June 2019: Closed on new construction development The Oaks using AAHC/LDG equity
- 96 units located at 6936 E Ben White Blvd, Austin, TX 78741
- June 2019: Purchased Bridge at Asher Apartments
- 452 units located at 10505 South Interstate 35, Austin, TX 78747
- June 2019: Closed as General Partner on existing development Signature at Franklin Park
- 163 units located at 4509 East Saint Elmo Road, Austin, TX 78744
- July 2019: Closed on partial RAD conversion to redevelop and construct new units using 9% tax credits on Pathways at Chalmers Courts East
- 156 units located at 1700 E. 3<sup>rd</sup> St., Austin, TX 78702
- August 2019: Closed as General Partner on existing development Woodway Village
- 160 units located at 4600 Nuckols Crossing Road, Austin, TX 78744
- October 2019: Closed on RAD straight conversion of Pathways at Lakeside
- 164 units located at 85 Trinity St, Austin, TX 78701
- October 2019: Closed on new construction development SOCO II using PFC structure
- 270 units located at 8104 South Congress, Austin, TX 78745
- November 2019: Closed on new construction development Bridge at Granada using 4% bond/LIHTC
- 258 units located at 414 E. Wonsley Drive, Austin, TX 78753
- December 2019: Closed as General Partner and resyndicated using 4% bond/LIHTC on the existing development Oaks on North Plaza

- December 2019: Closed on new construction development Bridge at Canyon View using 4% bond/LIHTC

  - 62 units located at 9125 North Plaza, Austin, TX 78753
- December 2019: Closed on new construction development Estates at Norwood using 4% bond/LIHTC

  - 215 units located at 4506 E William Cannon, Austin, TX 78744
  - 228 units located at 916 & 918 Norwood Park Blvd, Austin, TX 78753
- January 2020: Closed on new construction development Bridge at Loyola Lofts using 4% bond/LIHTC

  - 204 units located at 6420 Loyola Lane, Austin, TX 78724
- February 2020: Closed on new construction development Ventura at Parmer Lane using 4% bond/LIHTC

  - 216 units located at 8407 E. Parmer Lane, Austin, TX 78653
- May 2020: Closed on new construction development Moonlight Gardens using private equity.

  - 264 units located at 8901 Nuckols Crossing, Austin, TX 78747
- July 2020: Closed on new construction development Heritage Estates at Owen Tech using 4% bond/LIHTC

  - 174 senior units located at 14011 Owen Tech Blvd, Austin, Texas 78728
- July 2020: Closed on new construction development Vega Multifamily using the PFC structure

  - 330 units located at 5313 Vega Avenue, Austin, Texas 78735
- September 2020: Purchased Arbors at Tallwood

  - 120 units located at 8810 Tallwood Drive, Austin, Texas 78759
- October 2020: Purchased Montecito Apartments

  - 268 units located at 3111 Parker Lane, Austin, Texas 78741
- November 2020: Closed on final RAD conversion to redevelop and construct new units using 9% tax credits on Pathways at Chalmers Courts West

  - 156 units located at 1600 E. 3<sup>rd</sup> St., Austin, TX 78702
- December 2020: Closed on new construction development Bridge at Turtle Creek

  - 307 units located at 6020 South 1<sup>st</sup> Street, Austin, TX 78745
- December 2020: Purchased Broadstone 8 One Hundred

  - 376 units located at 8100 Anderson Mill, Austin, Texas 78729
- December 2020: Closed on new construction development Urban East using private equity

  - 381 units located at 6400 Riverside Drive, Austin, Texas 78741
- December 2020: Admitted as Managing Member in refinance transaction to Melrose Trail

  - 183 units located at 13005 Heinemann Drive, Austin, Texas 78727
- January 2021: Closed on new construction development Highland Village using the PFC structure

  - 299 units located at 6505 W. Highland Mall Blvd, Austin, Texas 78752
- February 2021: Purchased James on South First

- May 2021: Purchased Bridge at Southpark Meadows

  - 250 units located at 8800 South 1<sup>st</sup> Street, Austin, Texas 78748
  - 570 units located at 715 W. Slaughter Lane, Austin, Texas 78748
- July 2021: Closed on new construction development Belmont Apartments using 4% tax credit/bond structure

  - 146 units located at 9100 Brown Lane, Austin, Texas 78754
- August 2021: Closed on new construction development The Henderson on Reinli using 4% tax credit/bond structure

  - 306 units located at 1101 Reinli Street, Austin, Texas 78723
- November 2021: Purchased Bridge at Ribelin Ranch

  - 350 units located at 9900 McNeil Drive, Austin, Texas 78750
- December 2021: Purchased Bridge at Goodnight Ranch

  - 151-unit single family rental development located at 9005 Alderman Drive, Austin, Texas 78747
- December 2021: Purchased Agave at South Congress

  - 195 units located at 625 East Stassney Lane, Austin, Texas 78745
- December 2021: Closed on new construction development El Prado at Estancia using 4% tax credit/bond structure

  - 318 units located at 1100 Avenida Mercado Street, Austin, Texas 78748
- December 2021: Purchased The Lucent Apartments

  - 368 units located at 12201 Dessau Road, Austin, Texas 78754
- February 2022: Purchased The Haywood Apartments

  - 372 units located at 600 FM 1626, Austin, Texas 78748
- May 2022: Purchased The Aspect Apartments

  - 308 units located at 4900 E. Oltorf Street, Austin, Texas 78741
- June 2022: Purchased Davenport Place

  - 236 units located at 13301 Dessau Road, Austin, Texas 78754
- June 2022: Purchased 620 Canyon Creek

  - 332 units located at 9009 N. FM 620, Austin, Texas 78726
- July 2022: Purchased Bridge at Monarch Bluffs

  - 330 units located at 8515 IH 35, Austin, Texas 78744
- August 2022: Closed on new construction development Vega II using the PFC structure

  - 334 units located at 5613 Patton Ranch Road, Austin, Texas 78735
- August 2022: Purchased Bridge at Steiner Ranch

  - 302 units located at 4800 Steiner Ranch Blvd, Austin, Texas 78732
- September 2022: Purchased Preserve at Rolling Oaks

  - 494 units located at 15450 FM 1325, Austin, Texas 78728
- October 2022: Purchased Alister Balcones

  - 342 units located at 12215 Hunters Chase Drive, Austin, Texas 78720
- November 2022: Purchased Bridge at Heritage Woods

  - 298 units located at 1225 N. Lamar Blvd, Austin, Texas 78753

Note: **Yellow Highlighted** Properties were closed under South Congress PFC. AAHC does not have ownership in them, but oversees them.



## Key Staff



### **Alice Cruz, Across LLC**

Alice Cruz is a graduate of the University of North Dakota with a degree in Public Administration. She worked for the City of Fort Worth's Neighborhood Services Department for 6 years. Most of her work was focused housing and community development projects that utilized CDBG, HOME, ESG, HOPWA, HFC, and LIHTC funds. Alice has worked on most aspects of development, including funding applications, design process, overall project management, through to project closeout. After a short time with Fort Worth Housing Solutions, Alice joined the Saigebrook Development team, where she is a Senior Project Manager.



### **Abby Penner, AZ Morse Development**

Abby, owner of MBE/WBE and HUB-certified AZ Morse Development, has 8 years of experience in project management and engineering consulting. Abby is a graduate of Texas A&M University with a Bachelor of Science degree in Civil Engineering. She worked as an engineering consultant where she helped design a variety of commercial and multi-family development projects. After leaving her Civil Engineering firm, Abby joined the Saigebrook Development Team, where she is a Senior Project Manager. Abby has experience in most aspects of development including site design, permitting, project management, and construction. As a project manager Abby has managed 5+ projects from site identification through lease-up.



### **Abby Tatkov**

Abby has ten years of affordable housing and real estate experience in Central Texas. Throughout her time in Austin, she has managed a program to connect individuals experiencing homelessness with housing, project managed several infill rental and homeownership developments, served on the City of Austin Zoning and Platting Commission and advocated tirelessly for more affordable housing. Abby Tatkov joined the Saigebrook/O-SDA Development Team in 2022 as a Senior Development Associate. Abby is a licensed Realtor, holds a Bachelor of Science in Human Development from Cornell University and is currently pursuing her Master of Science in Community and Regional Planning from the University of Texas at Austin.



**Erin Curby**

Erin is a graduate of the University of Texas at Austin with a degree in Civil Engineering and joined the Saigebrook/O-SDA Development team as a Senior Development Associate in 2022.

Prior to joining the Saigebrook/O-SDA team, Erin worked for a general contractor for 5 years. She worked to coordinate projects and build relationships between design team members, subcontractors, and development owners. She also worked on several projects in the Austin area including a summer camp and natatorium, a large corporate campus, and a 50-story high-rise residential project.



**Reggie Jennings**

Reggie Jennings joined the Saigebrook/O-SDA Development team in July 2022 as a Financial Analyst. He is a proud graduate of Southeast Missouri State University where he earned his Bachelor's degree in Criminal Justice with a Spanish minor and a Master's degree in Higher Education.

His professional career started at Texas Christian University (TCU) where he held roles in the athletics department and in student affairs. One of his most prized accomplishments during his time there was earning his MBA with an emphasis in Finance and Real Estate from the Neeley School of Business.



**Jarrett Johnson**

Jarrett is a graduate of Kansas State University with a degree in Civil Engineering. Jarrett joined the Saigebrook/O-SDA Development team as a Construction Supervisor in 2023.

Prior to joining the Saigebrook/O-SDA Development team, Jarrett worked for a general contractor for 5 years. He coordinated alongside design team members and subcontractors to provide the best product possible to development owners. He also worked on several projects in the Austin area including multiple packages of the Texas Facilities Commission Capitol Complex Project Phase 1 and a 50-story high-rise residential project.



**Lisa Stephens, Saigebrook Development**

Owner and principal of WBE- and HUB-certified Saigebrook Development, Lisa Stephens has specialized in providing first-class affordable and workforce housing communities since 1999. She has closed more than \$750 million of federal, state, and local competitive funds to date and constructed in excess of 5,000 apartment homes. Saigebrook Development offices in Weatherford, Texas.



**Sally Gaskin, SGI Ventures**

Sally Gaskin is the President of SGI Ventures, Inc., a developer and tax credit/private activity bond consultant. SGI Ventures, Inc. has been in the affordable housing industry since 1996. She is a founding board member and Past Board President of the Texas Affiliation of Affordable Housing Providers (“TAAHP”). Ms. Gaskin has a keen interest in energy efficiency and green building. In 2008, SGI Ventures completed the development of CityView at the Park, a 72-unit affordable senior development located in Austin, TX. CityView was awarded a 4-Star Green Building rating by Austin Energy. In addition to CityView, Ms. Gaskin co-developed 7 other tax credit developments, with over 970 units.



# Ovetta Rosedale

## ***PRINCIPALS INFORMATION***

### 2c. Resumes of Property Management Team



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Accolade Property Management, Inc.

## **CORPORATE OVERVIEW**

Accolade Property Management, Inc. is a real estate management firm headquartered in Irving, Texas with extensive property management experience across all product types. Accolade Property Management's principals believe that local market expertise and knowledge coupled with our proven management practices will result in the maximization of the returns on the investment. Founded in 2002, Accolade Property Management, Inc. was formed to provide third party clients with superior, results oriented management. Accolade's clients include developers, partnerships, individual investors, and financial institutions.

Accolade Property Management, Inc. specializes in the management of multifamily assets. The team of professionals at Accolade has produced superior results on all asset types. Whether a Class A+ in lease up or a Class C distressed asset, Accolade understands the dynamics of the marketplace and the factors that effect the correct positioning of an asset. Accolade embraces every asset individually and designs a business plan to maximize the value of the asset.



Accolade Property Management, Inc.

## **CORPORATE BACKGROUND**

Formed in 2002 by one its principals, Accolade Property Management, Inc. to take advantage of an ever changing real estate market. Accolade Property Management, Inc. became a firm dedicated to its success by ensuring the success of its clients' investments. Ms. Stephanie Baker, managing partner, knew that her breadth of knowledge, marketing savvy and hands on experience with assets primarily in Texas, Florida and New Mexico could create an organization strictly focused on superior property management services. The genesis of the firm commenced by Ms. Baker hand selecting Accolade's Key Management. Accolade's success is lead by professionals with extensive experience in Real Estate Management with over 150 years combined management expertise.

Over the years the management team at Accolade has been effective in the management of new Class A+ developments with construction management and specialized marketing needs, as well as, assets that required significant physical rehabilitation.



Accolade Property Management, Inc.

Asset	Location	Years	#	Year	Type	Occupancy
		Managed	Units	Built		
Alton Plaza	Longview, TX	3	48	2020	LIHTC 30/50/60 AMI	100%
Amberwood Place	Longview, TX	8	78	2014	LIHTC 30/50/60 AMI	100%
Aria Grand	Austin, TX	3	70	2020	LIHTC 30/50/60 AMI with 811	98%
Art at Bratton's Edge	Austin, TX	6	76	2017	LIHTC 30/50/60 AMI	100%
Ash Lane	Eules, TX	21	250	1997	LIHTC-40/60	98%
Barron's Branch I & II	Waco, TX	8	168	2015	LIHTC 30/50/60 AMI	99%
Canova Palms	Irving, TX	3	58	2020	LIHTC 30/50/60 AMI	100%
Cielo Place	Ft. Worth, TX	2	91	2021	LIHTC 30/50/60 AMI Lease Up-3 mos.	100%
Colonial Commons	Ft. Myers, FL	8	332	2015	Market Rate	98%
Columbus Square	Montgomery, AL	4	160	2017/2019	LIHTC 30/50/60 AMI Lease Up	92%
Eagle Ridge	Tarpon Springs, FL	2	71	2021	Acq.Rehab LIHTC, RAD conversion	100%
Edgewood	Longview, TX	3	74	2020	LIHTC 30/50/60 AMI-Lease Up	100%
Elysium Grand	Austin, TX	3	90	2020	LIHTC 30/50/60 AMI with 811-Lease Up	95%
Everly Plaza	Fort Worth, TX	2	88	2021	LIHTC 30/50/60 AMI-Lease Up-Senior	99%
Fountains of Rosemead	Dallas, TX	21	382	1997	LIHTC-40/60	97%
Gateway Commons	Tampa, FL	1	280	2023	Market Rate Lease Up	0%
Gulf Breeze	PuntaGorda, FL	15	171	2008	ACC/LIHTC-SHIP, BOND, RRLP	99%
Kaia Pointe	Georgetown, TX	5	102	2018	LIHTC-40/60-Lease Up	98%
Kestrel on Cooper	Arlington, TX	1	90	2022	LIHTC-40/60 with Market Lease Up	100%
Kiva East	Dallas, TX	1	87	2023	LIHTC-40/60 with Market Lease Up	30%
Lakes of Eldorado	McKinney, TX	21	220	1997	LIHTC-40/60	98%
La Madrid	Austin, TX	6	95	2017	LIHTC 30/50/60 AMI with 811	97%
Laurel Flats	Tyler, TX	1	89	2022	LIHTC 30/50/60 AMI	100%
La Ventana	Abilene, TX	8	84	2014	LIHTC -40/60	98%
Lincoln Village	Bradenton, FL	2	50	2021	LIHTC 30/50/60 AMI-Lease Up	0%
Liberty Pass	Selma, TX	8	104	2015	LIHTC -40/60	100%
Mistletoe Station	Fort Worth, TX	3	110	2020	LIHTC 30/50/60 AMI with Market	99%
Oakridge Estates	Tarpon Springs, FL	13	62	2011	ACC/LIHTC	100%
Palms of Pinellas	Largo, FL	5	92	2018	Market Rate	99%
Parkridge Place	Abilene, TX	31	170	1982	Market Rate-Under Rehab	96%
Pinnacle at North Chase	Tyler, TX	8	120	2012	LIHTC-40/60	98%
Prairie Gardens	Abilene, TX	1	48	2021	LIHTC-40/60	99%
Residence at Ridgehill	Kerrville, TX	1	43	2023	LIHTC 30/50/60 AMI-Lease Up Senior	60%
Roxton	Denton, TX	8	126	2013	LIHTC -40/60	95%
Saige Meadows	Tyler, TX	8	92	2015	LIHTC -30/50/60/Market	100%
Summit Parque	Dallas, TX	8	100	2015	LIHTC 30/50/60 AMI Market	97%
Sunrise Park	Lake Wales, FL	12	72	2011	ACC/LIHTC	100%
Sunset at Fash Place	Fort Worth, TX	1	66	2022	LIHTC Senior Lease Up	100%
The Abali	Austin, TX	1	56	2022	LIHTC 30/50/60 AMI-Lease Up	100%
Tylor Grand	Abilene, TX	8	120	2012	LIHTC-40/60	100%
Venetian Walk	Venice, FL	9	61	2014	ACC/ LIHTC Lease Up Senior	100%
Venetian Walk II	Venice, FL	3	52	2020	ACC/ LIHTC Lease Up Family	100%
Verandas I & II	PuntaGorda, FL	6	120	2017	ACC/LIHTC Lease Up Senior	100%
Vi Collina	Austin, TX	1	170	2022	LIHTC-40/60 with Market Lease Up	95%
Villages at Tarpon Springs	Tarpon Springs, FL	8	95	2015	Acq.Rehab LIHTC, RAD conversion-Senior	100%
Vistas at Eastwood	Ft. Myers, FL	3	360	2020	Market Rate Lease UP	100%
<b>TOTAL</b>			<b>5543</b>			



Accolade Property Management, Inc.

## **KEY MANAGEMENT**

Accolade Property Management, Inc.'s Key Management Team is a highly experienced team of professionals who have significant expertise in the components of property management. Our team culminates years of experience in multifamily operational management, financial management and accounting, and physical maintenance. Our Management Team understands the intricacies of the market and importance of highly specialized personnel to implement the business plan. Accolade believes that its Management Team has endless capabilities to achieve the objectives and goals of its clients.

**STEPHANIE A. BAKER**  
**PRESIDENT**

**BUSINESS EXPERIENCE**

- Present      ACCOLADE PROPERTY MANAGEMENT, INC.  
President, 2002-Current
- ❑ Serves as President and Chief Operating Officer
  - ❑ Responsible for the oversight of corporate management, marketing, accounting, operations and human resources
  - ❑ Responsible for development of new business for the corporation
  - ❑ Develops strategic business plans for clients for the management and marketing of their assets
  - ❑ Responsible for the coordination of accounting operations, budgeting and systems analysis on managed properties
  - ❑ Oversees the development of positioning strategies for properties being rehabilitated or properties in lease up
  - ❑ Directly involved in corporate marketing of services, development of strategic marketing plans for clients and in training for marketing and leasing
  - ❑ Developed Accolade Property Management, Inc. Policy and Procedure Manual and Operating Systems
- Prior      FOCUS ASSET MANAGEMENT GROUP, Inc.  
President, 1992-2002
- ❑ Served as President and Chief Executive Officer
  - ❑ Responsible for all corporate policies
  - ❑ Supervised corporate management, marketing, accounting, and human resources
  - ❑ Responsible for portfolio property management, marketing, accounting, and personnel
  - ❑ Responsible for the coordination of accounting operations, budgeting and systems analysis on managed properties and the corporation
  - ❑ Responsible the supervision of a portfolio of assets valued at \$175,000,000
- FOCUS ASSET MANAGEMENT GROUP, Inc.  
Executive Vice President/Vice President Management Systems,  
1989-1992
- ❑ Served as Chief Operating Officer
  - ❑ Oversight of reporting functions to property owners
  - ❑ Supervised Regional Supervisors
  - ❑ Directly responsible for supervision of 75 employees
  - ❑ Responsible for assignment of \$5 million in contracts
  - ❑ Developed and implemented the FAMG operating systems, automated onsite operations through computer systems
  - ❑ Created a Takeover Procedure for acquisition of new assets

CRG Management, Inc.

Regional Supervisor, 1986-1989

- Responsible for supervision of 30 onsite employees at 5 assets
- Develop marketing, budgeting, and operating plans for assets directly responsible
- Trouble shooter for distressed assets, improving resident profiles, reducing delinquency balances, addressing physical liabilities
- Supervised marketing and lease up on four assets

## **EDUCATION**

- University of Texas, Arlington  
Bachelor of Business Administration with concentrations in Real Estate and Marketing
- Certified Property Manager Candidate
- Housing Credit Certified Professional 1999-Current

## **CIVIC**

- Member National Association of Home Builders
- Board Member, Residential Realty Group, a Texas non-profit dedicated to providing affordable housing
- Board Member, Texas Apartment Association, Education Committee 2002-current
- President, Marsh Lane Apartment Owner's Coalition

## **AWARDS**

- Pillar of the Industry Award 2002- Best Loft Development
- Pillar of the Industry Award 2002- Best Property Website
- DBCA, Obelisk Award, New Initiatives, 2002
- Charles L. Edson Excellence in Affordable Housing 2008  
(Awards awarded to assets directly supervised by Ms. Baker)

# **BERT VERDUIN**

## **SENIOR VICE PRESIDENT/CONTROLLER**

### **BUSINESS EXPERIENCE**

- Present      ACCOLADE PROPERTY MANAGEMENT, INC.  
Senior Vice President/Controller, 2002-Current
- ❑ Supervision of accounting department includes oversight of accounts payable and receivables.
  - ❑ Responsible for monthly financial reporting to clients.
  - ❑ Responsibilities include preparation and review of annual budgets.
  - ❑ Directs and manages cash management and bank accounts.
  - ❑ Prepares financial reports for clients, as well as, Mortgage and Servicing Agencies including U.S. Department of H.U.D. and other governmental agencies.
  - ❑ Responsible for the Corporations financial statement and prepares tax returns for corporation.
  - ❑ Audits and reviews accounting procedures and systems utilized on properties managed. Includes compliance analysis for Land Use Restrictions.
  - ❑ Oversight of day-to-day operations of human resources includes payroll, payroll reports and administration of retirement plan, cafeteria plan and other company benefits.
- Prior      FOCUS ASSET MANAGEMENT GROUP, INC.  
Controller, 1994-2002
- ❑ Supervision of accounting department, including accounts payable, monthly reports and annual budgets. Oversight of HR department, including payroll, payroll reports and administration of 401k and 125k plans.
- STROBE MANAGEMENT SERVICES, INC.  
President, 1987-1994
- ❑ As a Consultant, assisted property management firms in implementation of property management software and establishing procedures for accounting departments. Evaluated onsite personnel and made recommendations on improving operations.
- REALTY DEVELOPMENT CORP.  
Senior Vice President/Controller, 1982-1987
- ❑ Oversight of day-to-day operations of property management firm, including supervision of clerical and accounting staff, regional property managers and onsite employees. Implemented cash management system and prepared tax returns for partnerships and corporations.

## **EDUCATION**

- ❑ University of North Texas – BBA – Finance
- ❑ Certified Public Accountant
- ❑ Texas Real Estate Broker, New Mexico and Georgia Real Estate Broker
- ❑ Housing Credit Certified Professional (HCCP)

## **COMPUTER SKILLS**

- ❑ Microsoft Word
- ❑ Microsoft Excel
- ❑ YARDI
- ❑ Rent Roll
- ❑ AOI Property Management Software
- ❑ HUDManager 2000
- ❑ QuickBooks Pro



Accolade Property Management, Inc.

## **MANAGEMENT PHILOSOPHY**

Accolade Property Management, Inc. manages through a proactive approach. We believe after a careful analysis of the asset complimented by our knowledge of the marketplace, we can initiate a comprehensive business plan that will encompass:

- ❑ Highly Specialized Personnel
- ❑ Asset Specific Marketing Plan
- ❑ Physical Maintenance Plan
- ❑ Financial Reporting and Accounting

### **Highly Specialized Personnel:**

Our Management Teams recruit and train personnel which exceeds the client's expectations. Accolade constantly recruits personnel through real time experiences on sites in the marketplace and through networking. Once recruited, our personnel are trained in the most effective techniques for completing their tasks and in Fair Housing Laws. Accolade conducts regular shops of their marketing teams and uses these to hone the leasing skills of our staffs and to assure continuity in operations. Our Maintenance Team attends "hands-on" training with a Senior Maintenance Director. The onsite management, marketing, and maintenance teams play a critical role in our success. We believe firmly that with their intimate vantage of the asset and market, we can be most effective. Our organization recognizes that in our competitive marketplace, well trained personnel are critical to attain the highest accolades.

### **Asset Specific Marketing Plan:**

Mass Marketing has become a way of life in today's competitive economy. However, Accolade believes that niche marketing is the key to success for multifamily assets. Accolade begins the process by becoming students of the marketplace, the comparables, and the asset. Knowledge of the product, identification of an effective pricing structure, identification of the Target Market is the foundation for the Marketing Plan. Once these are identified, Accolade designs a marketing plan. Accolade initializes the plan to include product preparation which includes the readiness of show units, presentation of product which includes the collateral material, and demonstration of product which includes our specialized leasing teams. Additionally, if the asset is existing, a thorough review of the lease files will result in a resident profile to understand the current Target Market and the retention factor. The signage and onsite graphics are coordinated to support the marketing plan. Once the product and pricing strategies are identified, external advertising and marketing outreach strategies are designed. Our marketing teams will be armed with concise marketing strategies to reach opinion leaders in their market. Accolade's Key Management is experienced in targeting the audience for the asset.

With weekly review of the marketing results and quick adaptation to changing market indicators, Accolade has been very successful in the marketing of their assets managed.

### **Physical Maintenance Plan:**

Upon engagement, Accolade will thoroughly inspect the property. A unit by unit inspection will commence, as well as, an exterior inspection, an amenity and common area inspection, and a review of governmental records to determine improvements needed or code deficiencies. Accolade's management team are well versed in Building Codes, State Statutes, and ADA Act. Through this intensive physical inspection, Accolade develops a maintenance plan and a capital plan for the asset. Once the needs are identified, a scope of work is developed and bids are obtained to complete the scope. The maintenance plan, capital plan, and the budget for implementation are presented to the client.

On an ongoing basis, service orders are reviewed for continuity and to identify any trends in the repairs. Accolade uses this data to value engineer and re-evaluate the maintenance plan if required. Accolade's Key Management recognizes that the Physical Plant is the foundation of the asset and its integrity is fundamental to the maximization of the investment.

**Financial Reporting and Accounting:**

Accolade effectively monitors the performance of their business plan through timely and accurate financial reporting. Daily reporting generated by the onsite property management software to the Corporate Headquarters, allows proficient results. Our full service accounting department is supervised closely by our Controller which is essential for accounting controls. Budgets are prepared based on the business plan and the budgets are used as benchmarks of our success. Accolade recognizes that our clients' needs are different and provides flexibility in reporting through customization of financial reports. Utilizing YARDI property management software, upper management and owners can monitor real time operations through the World Wide Web. Monitoring and accounting for some of our specialized assets requires specialty software to assist with monitoring and maintaining compliance. Our systems are very effective in meeting our exceeding the quality assurance standards of our clients.



# Ovetta Rosedale

## ***FINANCIAL INFORMATION***

### 3a. Federal IRS Certification

*N/A, Developer is a for-profit organization.*



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# Ovetta Rosedale

## ***FINANCIAL INFORMATION***

### 3b. Certified Financial Audit

*N/A Developer is a for-profit organization*



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# Ovetta Rosedale

## ***FINANCIAL INFORMATION***

### 3c. Board Resolution

*N/A, Developer is a for-profit organization.*



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# Ovetta Rosedale

## ***FINANCIAL INFORMATION***

### 3d. Financial Statements

*To be provided under separate cover.*



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# Ovetta Rosedale

## ***FINANCIAL INFORMATION***

### 3e. Funding Commitment Letters



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# HUDSON

## HOUSING CAPITAL

February 22, 2024

Megan Lasch  
Ovetta Rosedale, LLC  
5501-A Balcones Drive, #302  
Austin, TX 78731

Re: **Ovetta Rosedale - Austin, TX**

Dear Megan:

Thank you for providing Hudson Housing Capital LLC (“Hudson”) with the opportunity to extend a purchase offer for the investor member interest in the company that will own Ovetta Rosedale (the “Company”).

Hudson is a Delaware limited liability company formed to directly acquire limited partnership interests in partnerships which own apartment complexes qualifying for low-income housing tax credits (“Tax Credits”) under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”).

Set forth is our proposal as to the basic business terms under which Hudson or its designee (“Investor”) will acquire a 99.99% member interest in the Company which will own an 70-unit complex in Austin, Texas (the “Property”). You have advised us that O-SDA Ovetta, LLC (the “Managing Member”), a single purpose entity, will be the managing member of the Company, and O-SDA Industries, LLC (the “Developer”) will be the developer of the Property. Megan Lasch and O-SDA Industries, LLC (collectively, the “Guarantor”) shall guarantee the obligations of the Managing Member under the operating agreement to be entered into between the parties (the “Operating Agreement”). The Guarantor will be required to maintain a minimum net worth of \$5 million and a minimum liquidity of \$1 million (the “Net Worth and Liquidity Covenant”). An affiliate of the Investor will be admitted to the Company as a special member (the “Special Member” or “SM”) with limited supervisory rights.

You have further advised us that the Property will receive an allocation of 9% Tax Credits in the annual amount of \$2,000,000, 70 units will qualify for Tax Credits using the average income method, and a high quality pre-kindergarten program with associated educational will be provided at the Property.

**I. Equity Investment**

The Investor will contribute to the Company a total of \$17,398,260 (the “Total Equity”) or approximately \$0.87 (the “Tax Credit Ratio”) per total Tax Credit available to the Investor, payable in the following installments:

<b>Contribution</b>	<b>Contribution %</b>	<b>Timing</b>
First	40%	Closing and through construction
Second	50%	100% Completion
Third	9%	Permanent Loan Closing & Breakeven Date
Fourth	1%	Issuance of 8609s

**A. First Capital Contribution.** The Investor will fund the First Capital Contribution as follows:

<b>Contribution</b>	<b>Contribution %</b>	<b>Timing</b>
Initial I	20%	At Closing
Initial II	20%	50% completion, as certified to by the Architect

**B. Second Capital Contribution.** The Second Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Operating Agreement, which are principally as follows: (i) lien-free construction completion of the Property substantially in accordance with the Plans and Specifications in a workmanlike manner approved by Hudson, as evidenced by Unconditional Lien waivers from the General Contractor and Sub Contractors; (ii) issuance of Certificates of Occupancy (which may be temporary) for 100% of the units in the Property; (iii) Managing Member’s estimate of eligible basis, subject to the reasonable consent of the Investor; (iv) receipt of a pay-off letter from the general contractor, as applicable; (v) satisfactory financial condition of the Guarantors (i.e., compliance with the Net Worth and Liquidity Covenant); and (vi) if not received at the Initial Closing, receipt of a carry-over allocation.

**C. Third Capital Contribution.** The Third Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Operating Agreement, which are principally as follows: (i) closing of the permanent first mortgage loan (“Permanent Loan Closing”); (ii) achievement of Breakeven Operations for 3 consecutive month(s) (“Breakeven Date”); (iii) receipt of prior year’s income tax returns in the event such returns are then due; (iv) receipt of a final Tax Credit cost certification from the independent accountants to the Company (the “Accountants”) as to the amount of Tax Credits the Company will claim for 2026/2027 and the amount allocable to each member (the “Final Certification”); (v) receipt of prior year’s income tax returns in the event such returns are then due; (vi) receipt and approval of initial tenant files; (vii) satisfactory financial condition of the Guarantors (i.e. compliance with the Net Worth and Liquidity Covenant); and (viii) if not received at the time of the Second Capital Contribution, permanent Certificates of Occupancy.

“**Breakeven**” shall mean that, for each such month, physical occupancy is at least 93% and that Property income (with rents not to exceed maximum allowed tax credit rents net of the applicable utility allowances for the rent-restricted units), exceeds the greater of underwritten expenses or actual expenses, including replacement reserves, reassessed taxes, and permanent loan debt service (calculated on a stabilized and accrual basis) and (i) generates debt service coverage of not less than 1.17 on all mandatory debt assuming the greater of actual or a 7% economic vacancy rate on the residential income.

- D. *Fourth Capital Contribution.*** The Fourth Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Operating Agreement, which are principally as follows: (i) satisfactory financial condition of the Guarantors (i.e., compliance with the Net Worth and Liquidity Covenant); (ii) receipt of Form 8609 with respect to all buildings constituting the Property; (iii) receipt of a tax return and an audited financial statement for the year in which the Breakeven Date occurred; and (iv) receipt of an income averaging tracking spreadsheet with unit income designations and property income average.

If the conditions for payment of the Fourth Capital Contribution have been met except for the receipt of (iii) above, \$15,000 of the Fourth Capital Contribution will be held back and promptly released upon receipt of the same.

Our offer is also contingent on the following financing sources and assumptions:

- a.** Construction Loan in the approximate amount of \$12,200,000;
- b.** Permanent Loan in the approximate amount of \$2,000,000, with a fixed interest rate not to exceed 7.00%, a term of 15 years, and payments based on a 40 year amortization;
- c.** RHDA Funds in the approximate amount of \$8,000,000, with a fixed interest rate not to exceed 2.00%, a term of 40 years, and payments based on a 40 year amortization;
- d.** Our proposal assumes that all of the debt will be structured as nonrecourse debt from a third party for tax purposes.

## ***II. Developer Fee***

The Developer shall receive a Developer Fee of \$2,613,012, of which \$1,572,082 is expected to be available from capital sources (the “Cash Developer Fee”) shall be paid as follows: (i) 20% of the Cash Developer Fee (i.e., the non-deferred portion of the Developer Fee) shall be paid at closing (ii) 40% of the Cash Developer Fee less amounts already paid as recalculated at the time of the Second Capital Contribution; and (ii) the balance of the Cash Developer Fee shall be paid at the time of the Third and Fourth Capital Contributions to the extent the funds are available. The Cash Development Fee payment schedule will be modified to ensure there are sufficient cash holdbacks for completion and conversion to meet investor requirements.

You have represented that the amount of the Developer Fee does not exceed the amount permitted to be paid by the tax credit issuing agency. Deferred developer fees estimated to be \$1,040,930 shall be paid from available cash flow as detailed in Section IV and shall not bear interest. The Managing Member agrees to make a special capital contribution to the Company equal to any unpaid balance of the deferred portion of the Developer Fee (other than any portion of the Developer Fee that was not necessary to be included in the Company's eligible basis in order to generate the projected annual credit) if such portion has not been fully paid within 15 years from the date of the payment of the Second Capital Contribution.

### **III. Property Management Fee**

The Managing Member may retain an unaffiliated entity to be the managing agent for the Property on commercially reasonable terms. The management agreement, to be approved by the Investor, shall have an initial term of 1 year and shall be renewable annually thereafter, shall provide for an annual management fee not to exceed 5% of gross effective income, and shall otherwise be on commercially reasonable terms (including a termination right by the Managing Member in the event of fraud/gross negligence or material default by the Manager). If the managing agent is affiliated with the Managing Member, the management agreement shall provide for a deferral of 100% of the management fee in the event that the property does not generate positive Cash Flow.

### **IV. Cash Flow Distributions**

Cash flow from the Property, after payment of operating expenses, which shall include the Administrative Expense Reimbursement, current and any deferred property management fees from prior years, debt service, replenishment of required reserves (including any reserve payments which were not made due to insufficient cash flow) and payment of any tax liability incurred by the Investor Member ("Cash Flow"), shall be distributed annually (subsequent to the Third Capital Contribution) as follows:

- A. to the replenishment of the Operating Reserve;
- B. to the payment of any Operating Deficit Loans, if any;
- C. to the payment of Developer Fees;
- D. 90% of Cash Flow to payment of Developer Fees, then the balance, if any, to the Managing Member as a preferred return with an equivalent allocation of income; and
- E. the remainder to be split in accordance with Company interests.

### **V. Sale or Refinancing Proceeds**

Net sale or refinancing proceeds (i.e., after payment of outstanding debts, liabilities (other than to the Managing Member and its affiliates) and expenses of the Company, and establishment of necessary reserves) shall be distributed as follows:

- A. Repayment of outstanding loans by the investor members, if any;
- B. Payment of amounts due to the members;
- C. Repayment of outstanding loans by the Managing Member, including Operating Deficit loans and the Developer Fee (if not paid); and
- D. 10% to the Investor and 90% to the Managing Member.

**VI. Right of First Refusal / Option**

- A. *ROFR:*** A qualified non-profit corporation designated by the Managing Member shall have a right of first refusal as allowed under Section 42 of the Code, commencing upon the expiration of the tax credit compliance period and ending one year thereafter, to purchase the Property for the outstanding debt (including any amounts owed to the Investor) plus all exit taxes of the members (the “Right of First Refusal Price”).
- B. *Option:*** The Managing Member or its designated affiliate shall have a non-assignable option, for a period of two years subsequent to the expiration of the tax credit compliance period, to purchase the Property or the member interests of the Members for the greater of (a) the fair market value of the Property (based on a bona-fide third party offer), and (b) Right of First Refusal Price. If purchasing the member interests, the price equals the funds the Investor would have received under Section V above if the Property had been sold for fair market value.

**VII. Managing Member Commitments**

- A. *Low Income Housing Tax Credit Adjustment.*** Our offer is based upon the assumption that the Company will qualify for \$250,000 of Tax Credits in 2026, the full amount of the Company’s Tax Credit allocation, \$2,000,000, for Tax Credits for each year from 2027 through 2035, and \$1,750,000 of Tax Credits in 2036.

**1. Adjustments during equity payment (construction and lease-up) period**

**a. *Volume Adjuster***

In the event that either the Form 8609’s or the Final Certification indicates that the Property will not generate the projected aggregate amount of Tax Credits (other than as specified below), the Operating Agreement will provide for a return of such capital, an adjustment in the amount of any unpaid Capital Contributions and/or a payment by the Managing Member to the Investor sufficient to restore the Tax Credit Ratio as defined in Section I above.

**b. *Timing Adjuster***

Notwithstanding the preceding paragraph, in the event that the Final Certification specifies that, while the aggregate amount of Tax Credits allocable to the Company is unchanged, the amount of Tax Credits allocable to the Company in 2026/2027 is less than the amounts specified above for the corresponding year(s), the Third/Fourth Capital Contributions will be reduced by \$0.50 for each dollar by which such amount exceeds the actual amount of Tax Credits allocable to the Company for such period.

***c. Upward Timing Adjuster***

In the event that the amount of Tax Credit allocable to the Company in 2026 is more than the amounts noted above for the corresponding year, the Total Equity shall be increased by an amount equal to the sum of (i) \$0.40 for each dollar by which such amount is less than the actual amount of Tax Credits allocated to the Company for such period, up to a maximum of \$125,000. Any adjustment will be made on the calendar quarter following the funding of the Fourth Capital Contribution.

***2. Adjustments during compliance period***

***Compliance Adjuster.*** After the Form 8609's have been issued, in the event that the actual amount of Tax Credits which may be claimed by the Company is less than the amount specified in such Forms, the Managing Member shall reimburse the Investor on a dollar-for-dollar basis for each lost dollar of Tax Credits plus any resulting penalties or taxes due. Similarly, if there is a recapture of Tax Credits (except from the sale or transfer of the Investor's interest in the Company), the Managing Member shall upon demand indemnify the Investor and its partners against any Tax Credit recapture liability (including interest, penalties and any reasonable related legal or accounting costs) which they may incur during the Compliance Period. Any fees or Cash Flow payable to the Managing Member, or its affiliates, will be subordinated to any required payment pursuant to this paragraph. For recapture resulting from a change in tax law, any such amounts shall still be repayable from cash flow or sale or refinancing proceeds.

***B. Development Deficit Guarantee.*** The Managing Member shall be responsible for completion of the Property in a workmanlike manner, in accordance with approved plans and specifications, free and clear of all liens. To the extent that the costs of construction and operations until the Third Capital Contribution exceed the amount of any funding by approved permanent third party lenders, any unpaid Developer Fees and the amount of the Investor's capital commitment (adjusted as set forth above), the Managing Member shall pay all such costs and expenses connected with development and construction of the Property, including all operating expenses of the Property until the funding of the Third Capital Contribution. The contractor will be required to post a P&P Bond or a letter of credit with terms acceptable to the Construction Lender. An "owner's" construction contingency in an amount equal to 5% of the construction costs will be required.

***C. Operating Deficit Guarantee.*** The Managing Member shall make interest free loans to the Company (repayable from cash flow and/or sale and refinancing proceeds as described above) equal to any Operating Deficits incurred during the period beginning on the funding of the Third Capital Contribution and ending on the fifth anniversary of Breakeven operations provided that Breakeven operations was achieved in the prior 12 month period in the aggregate, in an amount not to exceed 12 months of underwritten operating expenses in the aggregate.

The Managing Member will also be obligated to fund an Operating Reserve in an amount equal to 4 months of underwritten operating expenses and debt service (the "Minimum Balance") at the time of the Third Capital Contribution. Any draws from the Operating

Reserve shall be replenished from cash flow. Prior to the expiration of the Operating Deficit Guaranty, up to 50% of the Operating Reserve may be used with consent of the SM, provided that the Operating Reserve is replenished to its Minimum Balance as a condition of releasing the Managing Member from its obligation under the Operating Deficit Guaranty.

- D. *Obligations of Managing Member.*** Immediately following the occurrence of any of the following events, the Managing Member shall, at the option of the Investor, (x) admit the Special Member or its designee as the managing member of the Company and, at the option of the Investor, withdraw from the Company; or (y) repurchase the Investor's interest in the Company: (i) an IRS Form 8609 is not issued with respect to each of the buildings in the Property in a timely manner after each such building has been placed in service; (ii) the Property is not fully placed in service by December 31, 2026; (iii) the permanent loan commitment is cancelled or substantially modified, and a suitable replacement loan (to be approved by the Investor) is not obtained or if the Property qualifies for a permanent loan not sufficient to balance the sources and uses of funds; (iv) permanent loan closing has not occurred December 31, 2027; (v) the Company fails to meet the minimum set aside test (as defined in Section 42 of the Code) or fails to execute and record a Tax Credit Extended Use Commitment by the close of the first year of the Credit Period; (vi) the Company shall have been declared in default by any mortgage lender or under the tax credit allocation, or foreclosure proceedings have been commenced against the Property, and such default is not cured or such proceeding is not dismissed within 30 days; or (vii) there is a material violation of the Operating Agreement by the Managing Member or, if the property manager is an affiliate of the Managing Member, a material violation of the management agreement by the manager which causes material adverse harm to the Investor, the Company or the Property.

Notwithstanding anything to the contrary contained herein, the repurchase obligations shall terminate for any event occurring subsequent to the funding of all Capital Contributions. If the Investor elects to have its interest repurchased by the Managing Member, the repurchase price shall be equal to the sum of (i) 103% of the Total Equity, (ii) interest at Prime + 1% on capital contributions made to date, and (iii) any tax liability incurred by the Investor as a result of such repurchase, less the amount of Total Equity which has not been contributed by the Investor at such time, and less credits claimed and not subject to recapture.

- E. *Replacement Reserve.*** Commencing with the month following Conversion, the Company will make a minimum monthly replacement reserve deposit (the "Minimum Deposit") equal to (on an annualized basis) the greater of (i) the amount required by the permanent lender and (ii) \$300/unit. The amount of the Minimum Deposit shall be increased annually by 3.0%. If the sum of all lender-imposed monthly replacement reserve deposits is less than the Minimum Deposit, Investor will establish a separate account into which the Managing Member will deposit the difference. Any interest earned on such account shall become a part thereof.

**F. Reporting.** The Company will be required to furnish Investor with (a) quarterly unaudited financial statements within 45 days after the end of each quarter of the fiscal year; (b) annual audited financial statements within 60 days after the end of each fiscal year; (c) an annual budget for each fiscal year of the Company not later than November 1 of the preceding year; and (d) the Company's tax returns and K-1 forms within 60 days after the end of each fiscal year. The penalty for any failure to deliver Company tax returns or K-1 forms prior to the specified deadline shall be (i) \$50 per day for the first seven days after such deadline, (ii) \$100 per day for the next seven days, and (iii) \$150 per day thereafter, provided that the amount of such penalty shall not exceed \$5,000 in any year.

**VIII. Fees to Affiliates of Hudson**

**Administrative Expense Reimbursement.** An affiliate of Hudson shall receive an annual administrative expense reimbursement from the Company in the amount of \$7,500, which amount shall be increased annually by 3%. Such fee shall commence in the year of funding of the Third Capital Contribution.

**IX. Representations, Warranties and Covenants**

The Managing Member shall make certain representations and warranties as to the Partnership, the Managing Member and the Property to be set forth in the Operating Agreement. The payment of each Capital Contribution shall be conditioned upon certification by the Managing Member as to the continued accuracy of these representations and warranties.

**X. Accountants**

The Accountants for the Company shall be Novogradac & Co, CohnReznick, the Tidwell Group or another firm approved by the Investor. The Accountants shall prepare tax and financial reports as set forth in the Operating Agreement, and the Final Certification referred to in Section I.c. above.

**XI. Investment Member Rights**

The Operating Agreement will provide certain approval rights as to major actions proposed to be taken by the Managing Member. The Investor shall have the right to remove the Managing Member and the Manager for cause.

**XII. Insurance**

At the closing, the Managing Member shall provide for title insurance satisfactory to counsel to the Investor in an amount equal to the sum of all Capital Contributions and all mortgage loans. Prior to the payment of any additional installment of the Capital Contribution, an updated title report shall be provided.

The Managing Member shall provide for (i) liability (general and excess) insurance in an aggregate amount of at least \$6,000,000 per occurrence (\$11,000,000 aggregate in the case of high rise buildings between 11 and 40 stories) (increased biennially by the CPI Percentage), (ii) hazard insurance (including

boiler and machinery coverage) and flood insurance (to the extent that the property is in a FEMA-designated flood hazard zone) in an amount of not less than the full replacement value of the Property, (iii) rental loss insurance for a period of 12 months after the date of loss and (iv) law and ordinance coverage with no sublimit, including changes in law and ordinances enacted during the course of reconstruction. Builder's risk insurance shall be provided during construction. Architects shall submit evidence of errors and omissions coverage, in amounts reasonably satisfactory to the Investor. Workers compensation insurance shall be provided as to any entity with employees working at the Apartment Complex. All policies shall name the Investor as an additional insured and/or lender's loss payee (where applicable) and shall otherwise be subject to Investor approval.

### **XIII. Indemnity Agreement**

The Managing Member shall indemnify the Investor, Hudson and its affiliates, and their respective officers and directors for any untrue statement of a material fact or omission to state a material fact necessary to make any such statement, in light of the circumstances under which they were made, not misleading, by the Managing Member or its agents set forth in any document delivered by the Managing Member or its agents in connection with the acquisition of the Property, the investment by the Investor in the Company and the execution of the Operating Agreement.

### **XIV. General Conditions**

Payment of the Second/Third/Fourth Capital Contributions shall be conditioned upon completion of an appropriate due diligence review by the Investor to confirm that there have been no changes in material circumstances affecting the Property, including (i) review of title (including a "date-down" endorsement), survey, environmental and other legal and regulatory matters, (ii) receipt of a "No Change" legal opinion from counsel to the Company, and (iii) certification by the Managing Member as to the continued accuracy of representations and warranties made in the Operating Agreement.

### **XV. Conditions to Closing**

Hudson will perform and will request the full cooperation of you and your professionals in, customary due diligence in connection with the acquisition of the Property and the Investor interest in the Company.

To facilitate the due diligence process, you agree to deliver to Hudson in a timely manner: (i) an appraisal; (ii) a Phase I environmental study of the Property site, prepared in accordance with ASTM standards, and any subsequent additional testing deemed necessary by Investor in its sole discretion; (iii) evidence that none of the buildings are located in the 100 year flood plain; (iv) evidence of the allocation/reservation of Tax Credits; (v) evidence of payment by the Managing Member of any taxes imposed on the transfer of the member interest in the Company; (vi) representation from a certified public accountant with regard to the tax credit basis being sufficient to support the allocated Tax Credits and the validity of depreciating real property over 30 years; (vii) evidence of the financial status of the Guarantor) by way of current internally-prepared financial statements, liquidity verification statements, and receipt of tax returns; (viii) evidence that the proforma rents are at least at a 10% discount to market rents; and (ix) such other materials as are reasonably required by Investor as part of its customary financial and legal due diligence review. Such items shall be prepared and furnished at your own expense. Your execution

of this Letter of Intent will also be deemed consent to perform background checks on the principal(s) of the Managing Member and Developer, as well as any individual Guarantor. At closing, Hudson shall be reimbursed up to \$65,000 for its legal and due diligence related expenses. The Managing Member understands that any consultant, engineering, environmental or other, selected for the project shall be acceptable to the lender and to the equity investor and that the Company shall bear the cost of fees associated with pre-construction feasibility studies, structural analysis, and monthly inspections.

Additionally, approval of this transaction is subject to Investor's satisfactory completion of due diligence and Investment Committee approval in its sole and absolute discretion. By executing this proposal and in consideration of the substantial expenses to be incurred by Hudson and its affiliates in legal and accounting fees and for due diligence, you agree that you and your affiliates will not offer any interest in the Property to any other party unless this Letter of Intent is terminated by mutual consent or unless you are notified that, pursuant to its due diligence, the Investor will not complete its investment in the Company, which notification shall be given not later than 45 days from our receipt of this Letter of Intent executed by you, subject to extension in the event of any delay on your part in furnishing the requested due diligence materials. It is understood that closing must occur before March 31, 2025 to comply with TDHCA's readiness to proceed requirement.

Specifically, the Price Per Credit and Total Capital Contribution identified in Section I is based on current market conditions. Any change in such market conditions, including but not limited to, change related to expectations of higher interest rates or tax reform, shall cause the Investor, in its sole discretion, to modify the Price Per Credit, Total Capital Contribution, and terms included herein.

If the above proposal is acceptable, please indicate your acceptance by executing two copies of this Letter of Intent and returning one to Hudson at the above address. This Letter of Intent shall terminate if not accepted within 10 days of the date hereof. We look forward to working with you.

Sincerely,

**Hudson Housing Capital LLC**



By: \_\_\_\_\_

Name: Joshua Lappen

Title: Senior Vice President

cc: Sam Ganeshan, Hudson Housing Capital, LLC

ACCEPTED AND AGREED TO  
THIS 23 DAY OF February, 2024



By: \_\_\_\_\_

Name: Megan Lasch

Title:



February 22, 2024

Ovetta Rosedale, LLC  
c/o O-SDA Industries, LLC  
Attn: Megan Lasch  
5501-A Balcones Dr., #302  
Austin, Texas 78731

Re: Ovetta Rosedale Apartments

Dear Megan,

Stellar Bank (the "Bank") is pleased to provide the following term sheet for construction and permanent financing for Ovetta Rosedale, LLC ("Borrower") for the redevelopment of Ovetta Rosedale Apartments, a 70-unit LIHTC family development located in Austin, Travis County, Texas. The proposed terms and conditions are as follows:

### **Summary of Terms**

**Borrower:** Ovetta Rosedale, LLC

**Guaranty:** Construction loan will be guaranteed by O-SDA Ovetta, LLC, O-SDA Industries, LLC and personally by Megan Lasch.

The General Contractor will provide full project Payment and Performance Bond from "A" rated surety.

Permanent loan will be non-recourse except for industry standard carve outs ("Carve Outs"). Carve Outs include guarantees against fraud, material misrepresentation, bankruptcy, and environmental issues.

**Project:** Ovetta Rosedale Apartments

**Credit Facilities:**

- A) Construction loan of approximately \$12,200,000 at an assumed underwriting rate of interest of 1-month Term SOFR + 160bps, subject to a minimum rate of 7.00%.
  - Construction Loan will be priced at 1-month Term SOFR + 160bps, subject to a minimum rate of 7.00%. Construction loan underwritten at 7.00%.
  - 24-month construction loan term
  - one 6-month extension subject to 1) completion of project, 2) project sources and uses being balanced, 3) receipt of required tax credit equity payments, 4) No event of default has occurred or potential for default to occur, 5) 85% occupancy and 6) No material adverse change in the financial condition of the Project, Borrower and Guarantor(s).
  - Interest only due monthly during construction period
  - Total construction loan period including extension is 30-months

PO Box 41314  
Houston, TX 77241-1314

STELLAR.BANK

- B) Permanent loan of up to approximately \$2,000,000 at an assumed underwriting rate of interest of 10-year US Treasury + 250bps, subject to a minimum rate of 7.00%.
- Subject to final approval, the permanent loan rate will be locked at 10-year US Treasury + 250bps, subject to a minimum rate of 7.00%. Permanent loan underwritten to 7.00%.
  - 15-year term upon conversion to permanent status based on 90% occupancy for 90 days and a minimum 1.15:1 debt service coverage.
  - No pre-payment penalty – You may pay off the loan at anytime without penalty.
  - Principal and interest due monthly during permanent period based on a 40-year amortization, balloon payment due at maturity.
  - Replacement reserves to be \$300 per unit per year with agreed upon increases for future years.
  - Operating deficit and other reserve requirements subject to Bank review and approval. All reserves noted above will be held at Stellar Bank. Project Operating Reserve has been budgeted at \$228,645, equal to 4 months of project expenses and debt service. Release provisions of operating reserve funds will be subject to review and approval by Bank.

Note: Construction draws will be processed through the Bank, Title Company, and with approval of a 3<sup>rd</sup> party construction engineering firm hired by or acceptable to the Bank.

**Loan-to-value:** 1) Construction loan amount will be based on LTV not to exceed 80% based on rent-restricted value plus value of the tax credits; 2) Permanent period LTV not to exceed 80% based on the appraisal's identified decontrol value. Please note that the decontrol value determines the value of the property on a market rate basis (non-restricted) but adjusting the valuation for the mandated 3-year decontrol period if the property is taken back through foreclosure. The 3-year decontrol period is mandated by Section 42 requirements that tenants be given a maximum 3-year period to transition out of the property if it is converting to market rate due to the LURA being removed by Bank foreclosure. Appraisal report will be in form and substance acceptable to the Bank.

**Collateral:**

- 1<sup>st</sup> lien deed of trust and assignment of leases and rents on the subject property
- UCC filing on furniture, fixtures, and equipment
- Assignment of Tax Credits
- Security interest in operating and replacement reserve funds
- Assignment and subordination of cash developer fee (prior to the occurrence of default, cash developer fee may be paid based on agreed upon proforma schedule)
- Assignment and subordination of the management agreement
- Assignment and subordination of management, construction, architectural contracts, etc.

**Fees:**

An origination fee of 1.00% for the construction loan and 1.00% for the permanent loan will both be payable at construction loan closing. An extension fee of 0.25% (of the outstanding loan balance) will be charged upon exercise of the 6-month construction loan extension.

Borrower will also pay for all reasonable costs incurred by the Bank in connection with the loans including, but not limited to, legal fees and expenses, appraisal/survey fees, title



insurance premiums and search fees, UCC searches, environmental assessment fees, and inspecting architect fees, whether or not the facilities contemplated herein are funded. This obligation will survive whether or not the loans are approved.

The following are estimates for the Bank's costs aside from origination fees noted above:

- 1) Legal - \$40,000 - \$50,000
- 2) Appraisal – approx. \$8,000
- 3) Plan and Cost Review – approx. \$7,500
- 4) Appraisal Review, Environmental, and Insurance Review - \$7,500

**Reporting Requirements:** Include but are not limited to:

- Annual audited financial statements of Borrower
- Annual financial statements of Guarantors
- Annual evidence of tax credit compliance
- Monthly operating statements on the property once construction is complete
- Quarterly operating statements on the property during the permanent loan period

### **Summary of Conditions**

This proposal is subject to all of the following conditions being met prior to construction closing:

**Tax Credit Allocation:** Receipt of an annual allocation of Low-Income Housing Tax Credits from the Texas Department of Housing & Community Affairs (TDHCA) in a minimum amount of \$2,000,000.

**Other Funds:** The Bank acknowledges amounts and terms of other anticipated sources of project financing are to include the following estimated amounts:

- Tax Credit Equity Proceeds - \$17,398,260
- Rental Housing Development Assistance - \$8,000,000 (2% interest for both construction and permanent financing, permanent financing will be 40 year term and amortization)
- Deferred Developer Fee - \$1,040,930

**Tax Credit Equity:** Tax credit investor and equity terms (including price and pay-in schedule) subject to Bank approval. Borrower's current model reflects equity investor pricing of \$0.87/per credit to source \$17,398,260 of equity to the project. Stellar Bank will require a minimum equity contribution of 20% of the total tax credit equity contribution at loan closing and then a minimum additional 35% equity installment at project completion.

**Developer Fee:** Timing of payment of developer profit to be mutually agreed upon between Bank and Borrower. It is expected that the developer fee payment will mirror the developer fee payment schedule negotiated in the equity agreement. Current Model shows deferred developer fee of \$1,040,930.

**Project Budget:** The Bank's current understanding of the project budget is based on information provided by Borrower's model. The Bank acknowledges that this project budget is subject to change. However, significant changes to the budget that materially affect the project may result in changes to the terms and conditions proposed herein.



**Other Conditions:** Receipt and approval of those items listed in the Due Diligence Checklist.

**Bank**

**Acknowledgements:** Bank acknowledges the Borrower will utilize income averaging on this transaction. Additionally, the Bank acknowledges that a High Quality Pre-Kindergarten program and associated education space will be provided at the Development Site.

The Bank is aware of the TDHCA Readiness to Proceed requirements and deadline to close the transaction by March 31, 2025.

The attached 15-year *pro forma* was prepared by **Ovetta Rosedale, LLC** (Applicant) for Ovetta Rosedale Apartments to be located in **Austin, Texas**. The *pro forma* is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on **Stellar Bank's** current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15x's debt coverage ratio.

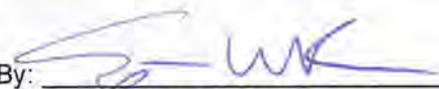
Additionally, we have performed a preliminary review of the credit worthiness of **Ovetta Rosedale, LLC** and its Principals. At this time, **Stellar Bank** has no reservations with the Development Owner or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

This discussion letter does not represent a commitment by the Bank for the proposed financing, nor does it define all the terms and conditions of loan documents, but rather this letter is a framework upon which a loan request may be submitted and considered. Issuance of a commitment by the Bank is subject to the approval of the loan request under the Bank's internal approval process, which includes, but is not limited to, a review of the Borrower's then current financial condition and review and approval of all third-party reports, in addition to completion of loan documents in form and substance acceptable to the Bank.

If you should have any questions concerning these terms and conditions, please feel free to call me at (713) 308-5754. Megan, thank you for giving us the opportunity to consider financing for this project.

Sincerely,

Stellar Bank

By:   
\_\_\_\_\_  
Stephen W. Rose  
Executive Vice President





# HOUSING DEPARTMENT

P. O. Box 1088, Austin, TX 78767 -1088  
(512) 974-3100 • Fax (512) 974-3112  
[www.austintexas.gov/housing](http://www.austintexas.gov/housing)

February 16, 2024

Joshua Goldberger  
Administrator  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

**RE: TDHCA Application #24150 (Ovetta Rosedale)**

Dear Mr. Goldberger:

I am writing to confirm the *de minimis* contribution of development funding by the City of Austin (the “City”) for Ovetta Rosedale.

This project is eligible to have certain development fees waived through the City’s S.M.A.R.T. Housing Ordinance. The ordinance allows full or partial fee waivers in developments in which a portion of the units are affordable for households who earn no more than 80% of the median family income. Contingent upon the development’s compliance with the City’s S.M.A.R.T. Housing Ordinance, the fee waivers the City will provide are for a direct benefit of the project by reducing development costs approximately \$356,590.27.

Please contact Brendan Kennedy by phone 512.978.1594 or by email at [Brendan.kennedy@austintexas.gov](mailto:Brendan.kennedy@austintexas.gov) if you need additional information.

Sincerely,

Brendan Kennedy  
Project Coordinator  
512-979-1594

cc: Ovetta Rosedale LLC



# Ovetta Rosedale

## ***PROJECT INFORMATION***

### 4a. Market Study



RHDA Application May 2024

**FULL MARKET STUDY  
FILE UPLOADED  
SEPARATELY**



# **A**PARTMENT **M**ARKET**D**ATA, LLC

## **Market Feasibility Study for**

***O*vetta *R*osedale**

**4202-4210 Medical Pkwy.  
Austin, Texas**

**TDHCA #24150**

**Effective Date: March 10, 2024**

**Date Completed: March 10, 2024**

**CLIENT:**

Texas Dept. of Housing & Community Affairs  
221 East 11th Street  
Austin, Texas 78701

**REPORT AUTHORIZED BY:**

Megan Lasch  
Ovetta Rosedale, LLC  
5501-A Balcones Dr.  
Austin, Texas 78731



## **APARTMENT MARKETDATA REPORT**

---

**20540 Hwy. 46 West, Suite 115 - PMB 416 ♦ Spring Branch, Texas 78070  
(210) 530-0040 ♦ (210) 340-5830 Fax**

**MARKET ANALYSIS SUMMARY**

Provider:  Date:   
 Contact:  Phone:   
 Development:  Target Population:   
 Definition of Senior Age:   
 Site Location:  City:  County:   
 Site Coordinates: Latitude  Longitude  (decimal degree format)

**Primary Market Area (PMA) page 35-36**

Square Miles

484530001.01	484530002.03	484530002.04	484530002.05	484530002.06	484530003.02
484530003.05	484530005.00	484530007.00	484530012.00	484530013.09	484530016.02
484530016.03	484530016.05	484530016.06	484530019.11	484530019.22	484530019.23

**Market Analyst used the following assumptions for demand calculations per REA rules:**  
Please check the box as confirmation.

2 persons per bedroom, 40% rent to income, renter households	<input checked="" type="checkbox"/>

**ELIGIBLE HOUSEHOLDS BY INCOME page 68**

HH Size		1	2	3	4	5	6	7+
30% AMGI	Min	\$18,390	\$19,710	\$23,670	\$23,670	\$27,330	\$27,330	
	Max	\$24,540	\$28,050	\$31,560	\$35,040	\$37,860	\$40,650	
50% AMGI	Min	\$30,660	\$32,850	\$39,450	\$39,450	\$45,540	\$45,540	
	Max	\$40,900	\$46,750	\$52,600	\$58,400	\$63,100	\$67,750	
60% AMGI	Min	\$36,810	\$39,420	\$47,340	\$47,340	\$54,660	\$54,660	
	Max	\$49,080	\$56,100	\$63,120	\$70,080	\$75,720	\$81,300	

**AFFORDABLE HOUSING INVENTORY in PMA page 51 / 56-57**

<b>Date of HTC Property Inventory Report Used for Affordable Housing Inventory</b> (published on TDHCA website)	<b>12/21/23</b>
---	-----------------

Stabilized LIHTC Developments	1	130	100.0%
-------------------------------	---	-----	--------

**Proposed, Under Construction, and Unstabilized Comparable Developments in PMA**

TDHCA #	Development	Status	Type	Target Population	Comp Units	Total Units	Occupancy

**Other Affordable Developments in PMA Since 2019**

TDHCA #	Development	Status	Type	Target Population	Comp Units	Total Units	Occupancy
22274	Cady Lofts	Under Const	New Const	Supp.	n/a	100	

Discuss any competitive project located just outside the PMA that may draw demand from the Subject PMA and why it is or is not included in the capture rate calculations. This should be discussed in depth in the market study. §11.303(10)(E)(iv)

If electing 15% GCR for Tax-Exempt Bond Development per §11.302(i)(1), enter the average occupancy below and attach a PMA map with affordable developments labeled, showing the 20 minute drive time ring. \*See footnote 1

Average occupancy of affordable housing in 20 minute drive time ring	
--	--

## 1.10 - CONCLUSIONS

- The AnySite demographics estimate the demand growth for new rental units to be 209 units per year. The HISTA data suggests that the growth for new rental units will be 99 units per year. Finally, the employment growth methodology suggests that the primary market area will absorb 829 units per year.
- The calculated historical absorption for the PMA was 253 units annually since 2020.
- This site is located in an area in which the demand for “affordable” housing is strong. The site also has excellent linkages, and demand generators.
- The analyst believes that there is a sufficient “income qualified” population, with significant demand, to support the proforma rents of the project.
- The level of tax credit rent being charged is 9% to 67% lower than the adjusted rents charged at market rate comparables within the PMA.
- The level of rent being charged is appropriate and achievable compared to other “affordable” projects within the PMA.
- The absorption period of new supply is within acceptable levels.

Overall, the analyst feels that this project would be well positioned to meet the needed demand for affordable housing in the sub-market.

The determination of the project’s position in the “Primary Market Area” is based upon:

- The fulfillment of a need for rental housing in the sub-market, and
- The proforma rents for the subject do not exceed the rental rates currently being charged in the market.



# Ovetta Rosedale

## ***PROJECT INFORMATION*** 4b. Good Neighbor Policy



RHDA Application May 2024



## Good Neighbor Policy

The developer is highly concerned with being a good neighbor and has a good track record with early communication with surrounding neighborhoods on all developments. For Ovetta Rosedale, the Rosedale Neighborhood Association (RNA) was contacted in January 2024. Information about the project was distributed on the RNA list-serve. A neighborhood information session was also hosted on January 30<sup>th</sup>, 2024, which was well attended. We received overall positive feedback from those in attendance at the meeting as well as those who chimed in on the list-serve.

Additionally, we have attached on the following page a letter written to TDHCA on behalf of Ovetta Rosedale from the Rosedale Neighborhood Association Steering Committee in support of the project.

February 7, 2024

Texas Department of Housing and Community Affairs  
Attention: Housing Tax Credit Program, Neighborhood Input  
PO Box 13941 (MC 332-10)  
Austin, TX 78711-3941

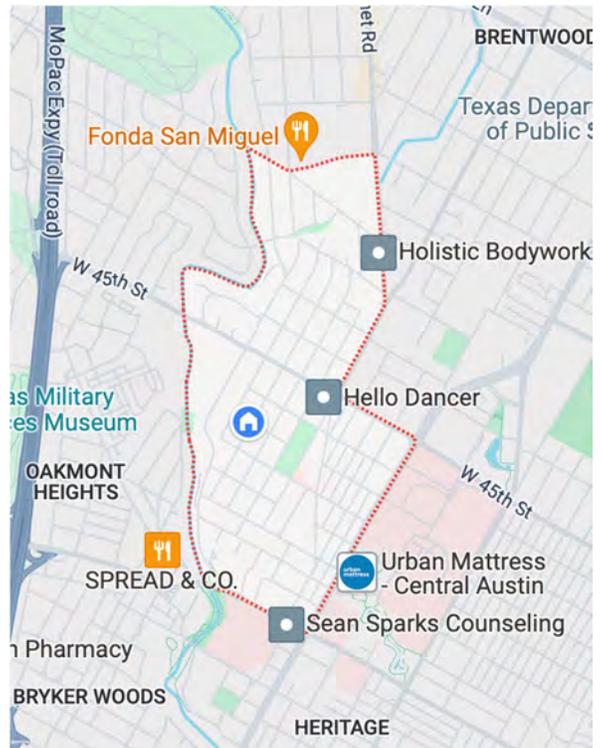
RE: Ovetta Rosedale 4202-4210 Medical Parkway

To Whom it May Concern:

This letter is to convey the support of the Rosedale Neighborhood Association, which surrounds the properties in question (see neighborhood map). We are not “on record” with our county (Travis) or with the Secretary of State, but we are registered with the City of Austin.<sup>1</sup>

We had a community meeting with O-SDA Industries on January 4<sup>th</sup>, with advertising to our entire listserve, and attendance by about one dozen people.

We certainly support the objective to provide more affordable housing (and with child care), and feel that at the proposed location, the height of this project would have about as minimal of an impact on neighbors as possible. And we are optimistic about working with the developer to lobby the city for a less dangerous intersection at 42<sup>nd</sup> and Medical Parkway, right next to the affected tracts.



Sincerely,

Carl Reynolds  
Rosedale Neighborhood Association Steering Committee  
4300 Sinclair Ave., Austin 78756

<sup>1</sup> See <https://data.austintexas.gov/City-Government/Community-Registry/u3yy-shmz/data>.



# Ovetta Rosedale - Community Information Session

4202-4210 Medical Parkway Austin TX 78756



O-SDA Industries will be holding a community informational meeting on January 30<sup>th</sup> to discuss Ovetta Rosedale, located at 4202-4210 Medical Parkway. We are excited about the opportunity to develop in this location with the creation of studio, 1, 2 and 3 bedroom units of affordable housing to City of Austin families.

Date: **January 30<sup>th</sup> 2024**  
Time: **6:00 pm – 7:00 pm**  
Location: **[Microsoft Teams Meeting](#)**  
Meeting ID: 292 882 279 035  
Passcode: 4tzDUd

For any further information please contact Abby Penner ([abby@saigebrook.com](mailto:abby@saigebrook.com)) or Megan Lasch ([megan@o-sda.com](mailto:megan@o-sda.com))



# Ovetta Rosedale

## ***PROJECT INFORMATION***

### **4c. SMART Housing Letter**

*Application has been submitted for SMART Housing. Per AHFC, SMART Housing letter is not required for submission of RHDA application.*



**RHDA Application May 2024**



# HOUSING DEPARTMENT

P. O. Box 1088, Austin, TX 78767 -1088  
(512) 974-3100 • Fax (512) 974-3112  
[www.austintexas.gov/housing](http://www.austintexas.gov/housing)

---

February 16, 2024

Joshua Goldberger  
Administrator  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

**RE: TDHCA Application #24150 (Ovetta Rosedale)**

Dear Mr. Goldberger:

I am writing to confirm the *de minimis* contribution of development funding by the City of Austin (the “City”) for Ovetta Rosedale.

This project is eligible to have certain development fees waived through the City’s S.M.A.R.T. Housing Ordinance. The ordinance allows full or partial fee waivers in developments in which a portion of the units are affordable for households who earn no more than 80% of the median family income. Contingent upon the development’s compliance with the City’s S.M.A.R.T. Housing Ordinance, the fee waivers the City will provide are for a direct benefit of the project by reducing development costs approximately \$356,590.27.

Please contact Brendan Kennedy by phone 512.978.1594 or by email at [Brendan.kennedy@austintexas.gov](mailto:Brendan.kennedy@austintexas.gov) if you need additional information.

Sincerely,

Brendan Kennedy  
Project Coordinator  
512-979-1594

cc: Ovetta Rosedale LLC

**From:** Johnson, DeAdra <[DeAdra.Johnson@austintexas.gov](mailto:DeAdra.Johnson@austintexas.gov)>

**Sent:** Wednesday, January 10, 2024 7:37 AM

**To:** [abby@saigebrook.com](mailto:abby@saigebrook.com)

**Cc:** Kennedy, Brendan <[Brendan.Kennedy@austintexas.gov](mailto:Brendan.Kennedy@austintexas.gov)>; Edwards, Rebecca <[Rebecca.Edwards@austintexas.gov](mailto:Rebecca.Edwards@austintexas.gov)>

**Subject:** SMART Housing App for 4202 - 4210

Good morning, Abby.

This email serves as confirmation of receipt of the SMART Housing Application for 4202 – 4210 Medical Parkway. Upon completion of initial review, we will contact you with next steps. Thank you for your application.

 <p><b>HOUSING DEPARTMENT</b></p>	<p><b>DeAdra Johnson (she/her)</b> <b>Project Coordinator</b> <b>City of Austin   Housing Department</b> P: (512) 974-2916 E: <a href="mailto:deadra.johnson@austintexas.gov">deadra.johnson@austintexas.gov</a> Mailing Address: 1000 East 11th Street, Austin, TX 78702</p>
--	---



# Ovetta Rosedale

## ***PROJECT INFORMATION***

4d. MOU with ECHO

*N/A No CoC Units are Proposed at this time.*



RHDA Application May 2024



# Ovetta Rosedale

## ***PROJECT INFORMATION***

### 4e. Resident Services



RHDA Application May 2024



Depending on the unique resident needs at the community, our service providers will offer services such as Medicare/Medicaid counseling, dental cleanings, food pantry, health and nutrition classes, tax preparation courses, and monthly social events and mixers. Residents will also have access to regular health screenings onsite provided by CVS Mobile Clinic.

Please see attached the support service resume from Portfolio Resident Services as an example of other types of activities our service provider will host onsite.



PORTFOLIO  
RESIDENT SERVICES

# SAMPLE PRS CURRICULUM & REPORTS

CALENDARS & FLIERS

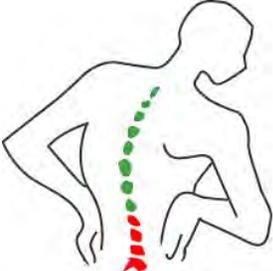
LURA REPORT

MONTHLY EVENT SUMMARY

PICTURE SUCCESS STORIES

FINANCIAL LITERACY CURRICULUM

**Good Neighbor Program** -Eu'Meka Brandon, Resident Services Coordinator. Please send questions or suggestions to: woodviewgnp@portfolioresidentservices.org: null

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 <b>Program Coordination</b> 1:00 PM - 3:00 PM <b>Summer Lunch Program</b> Kids' Cafe 3:00 PM - 4:00 PM	2	3 
4	5 <b>Non-GNP</b> Kids' Cafe 3:30 PM - 4:00 PM <b>Non-GNP</b> Kids' Cafe 3:30 PM - 4:00 PM	6 <b>Operation Back to School</b> School Supplies 1:00 PM - 3:00 PM <b>Summer Lunch Program</b> Kids' Cafe 3:00 PM - 4:00 PM	7 <b>Non-GNP</b> Kids' Cafe 3:30 PM - 4:00 PM	8 <b>Operation Back to School</b> Parent Prep 1:00 PM - 3:00 PM <b>Summer Lunch Program</b> Kids' Cafe 3:00 PM - 4:00 PM	9	10
11	12 <b>Non-GNP</b> Kids' Cafe 3:30 PM - 4:00 PM 	13 <b>Program Coordination</b> Calendar Creation 11:00 AM - 1:00 PM <b>Personal Growth Opportunity*</b> Build your Savings Account 1:00 PM - 2:00 PM <b>State Workforce Development*</b> Local Workforce Solutions Assistance 2:00 PM - 3:00 PM <b>Summer Lunch Program</b> Kids' Cafe 3:00 PM - 4:00 PM	14 <b>Non-GNP</b> Last Kids' Cafe for the Summer 3:30 PM - 4:00 PM 	15 <b>Community Outreach Program</b> Contact Community Partners & Vendors 10:00 AM - 12:00 PM <b>Program Coordination</b> Flyer Distribution 12:00 PM - 1:00 PM	16	17 
18	19 	20 <b>Education Program*</b> 20 Ways to Reduce Waste 11:00 AM - 12:00 PM <b>Social Services &amp; Referrals</b> Posture Yourself (Relieve Back Pain) 12:00 PM - 1:00 PM <b>Welfare Programs*</b> Family Money Skills 1:00 PM - 2:00 PM	21 	22 <b>Family Skills Development*</b> Healthy Meal Prep 11:00 AM - 1:00 PM <b>Neighborhood Advancement*</b> Crime Watch Safety Tips 1:00 PM - 2:00 PM	23	24 <b>Program Coordination</b> September Calendar Copies & Distribution 11:00 AM - 1:00 PM 
25	26	27 <b>Youth Development</b> Tutoring Wiz Kids 4:00 PM - 5:00 PM	28	29 <b>Fun &amp; Freedom Activity*</b> Kids' Treasure Hunt 4:00 PM - 5:00 PM	30	31

**Don't Forget...All programs are FREE for residents. Sign up your family today!**



**GOOD NEIGHBOR PROGRAM**  
**CREDIT COUNSELING**  
SELF-GUIDED REPAIR  
SEPTEMBER 6TH  
12:00 PM

*Our Credit Counseling program is designed to provide residents with financial literature and information to help improve their credit and more.*

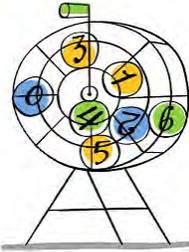
*Join us to learn more!*

Horizon Meadows Activity Center



**PORTFOLIO**  
RESIDENT SERVICES

**Good Neighbor Program** -Teri Henderson, Resident Services Coordinator Please send questions or suggestions to: [sedonavillagegnp@portfolioresidentservices.org](mailto:sedonavillagegnp@portfolioresidentservices.org)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 	3 <b>Health &amp; Nutrition</b> Yoga 10:00 AM – 11:00 AM <b>Adult Development</b> Social Media How-To 11:00 AM - 12:00 PM <b>Neighborhood Development</b> New Resident Tour 12:00 PM - 1:00 PM <b>Recreational Activity</b> BINGO 1:00 PM - 2:00 PM	4 	5 <b>Health &amp; Nutrition</b> Walk & Talk Club 11:00 AM - 12:00 PM <b>Adult Development</b> Travel Planning 12:00 PM – 1:00 PM <b>Neighborhood Development</b> Patio Gardening-Start Seeds 1:00 PM - 2:00 PM <b>Recreational Activity</b> Karaoke 2:00 PM - 3:00 PM	6 <b>Recreational Activity</b> Community Potluck 12:00 PM - 1:30 PM <b>Recreational Activity</b> Board Games 1:30 PM - 2:30 PM	7 
8	9 <b>Recreational Activity</b> Lunch and a Movie: The Green Mile 11:00 AM - 1:30 PM <b>Recreational Activity</b> Fall Wreath Making 1:30 PM –3:00 PM	10	11 <b>Recreational Activity</b> Ladies' Brunch 10:30 AM - 12:00 PM <b>Adult Development</b> Estate Planning 12:00 PM - 1:00 PM <b>Health and Nutrition</b> Chair Volleyball 1:00 PM -2:00 PM	12 <b>Health and Nutrition</b> Seasonal Flu Shots 10:00 AM - 11:00 AM <b>Recreational Activity</b> Tote Painting 11:00 AM - 1:00 PM <b>Health and Nutrition</b> Health Fair 1:00 PM - 3:00 PM	13 	14
15	16 	17 <b>Health and Nutrition</b> Screening & Understanding-Blood Sugar 10:00 AM - 11:00 AM <b>Recreational Activity</b> Creative Writing Workshop 11:00 AM - 12:00 PM <b>Recreational Activity</b> September Birthday Celebration 12:00 PM - 1:00 PM	18	19 <b>Neighborhood Development</b> Men's Coffee Social 10:00 AM - 11:00 AM <b>Health and Nutrition</b> Walk & Talk Club 11:00 AM - 12:00 PM <b>Neighborhood Development</b> RSVP Senior Corps 12:00 PM - 1:00 PM <b>Recreational Activity</b> Ice Cream Social 1:00 PM - 2:00 PM	20	21 <b>Recreational Activity</b> Card Games 1:00 PM - 2:00 PM <b>Recreational Activity</b> Happy Hour 2:00 PM - 3:00 PM <b>Health and Nutrition</b> Line Dancing 3:00 PM - 4:00 PM
22	23	24 <b>Health and Nutrition</b> Cooking Class-Alfredo Lunch 11:00 AM - 12:00 PM <b>Recreational Activity</b> Knitting Group 12:30 PM - 1:30 PM <b>Recreational Activity</b> Brain Twisters & Puzzles 1:30 PM - 2:30 PM	25 	26 <b>Health and Nutrition</b> Wellness Stretches 10:00 AM - 11:00 AM <b>Recreational Activity</b> Card Games 11:00 AM - 12:00 PM <b>Recreational Activity</b> Wine & Cheese Tasting 12:00 PM - 1:00 PM	27 	28 <b>Adult Development</b> Keep? Shred? Scan? 1:00 PM - 2:00 PM <b>Recreational Activity</b> Meet & Greet 2:00 PM - 3:00 PM <b>Recreational Activity</b> Paint & Sip 3:00 PM - 4:00 PM
29	30 <b>Adult Development</b> Fraud Prevention 10:00 AM - 11:00 AM <b>Health and Nutrition</b> Physician Referrals 11:00 AM - 12:00 PM <b>Recreational Activity</b> Pen Pals 12:00 PM - 1:00 PM	30 				

**Don't Forget... All programs are FREE to residents! Sign Up Today!**



# PAINT *& Sip*

Enjoy tasty treats & wine as our talented art instructor leads us in creating a beautiful piece of art.

# *Event*

**SATURDAY, SEPT 28TH 3-4PM  
SEDONA VILLAGE**



**PORTFOLIO**  
RESIDENT SERVICES

## LURA Summary

### Adobe Ranch Apartments

LURA	Activity	Event Description	Date
<b>Counseling Services</b>			
	Counseling Service*	Is Counseling Right for Me?	1/29
	Counseling Service*	Is Counseling Right for Me?	2/25
	Counseling Service*	Basic Parenting Skills pt. 1	3/4
	Counseling Service*	Basic Parenting Skills pt. 2	4/1
	Counseling Service*	211-Crisis Services	5/1
	Counseling Service*	Suicide Awareness and Prevention	6/4
	Counseling Service*	Depression & Anxiety	7/2
	Counseling Service*	Healthy Marriages	8/1
<b>Credit Counseling</b>			
	Credit Counseling*	Increasing Your Credit Score	1/24
	Credit Counseling*	Credit Smart	2/18
	Credit Counseling*	Credit Smart Series pt. 3	3/11
	Credit Counseling*	Credit Smart Series pt. 4	4/8
	Credit Counseling*	Credit Smart Series pt. 5	5/13
	Credit Counseling*	Dealing with Debt	6/5
	Credit Counseling*	Build Credit-Not Debt	7/9
	Credit Counseling*	Dealing with Debt	8/6
<b>Financial Planning Assistance or Courses</b>			
	Financial Planning Assistance or Course*	Family Money Skills	1/15
	Financial Planning Assistance or Course*	Building Savings Through IDA's	2/8
	Financial Planning Assistance or Course*	Financial Literacy	2/22
	Financial Planning Assistance or Course*	Income Tax Assistance	3/5
	Financial Planning Assistance or Course*	TAAHP Scholarship Applications	3/8
	Financial Planning Assistance or Course*	TAAHP Scholarship Applications	3/26
	Financial Planning Assistance or Course*	TAAHP Scholarship Program	4/15
	Financial Planning Assistance or Course*	Monthly Budgeting	5/8
	Financial Planning Assistance or Course*	Steps to Avoiding Scams	6/11
	Financial Planning Assistance or Course*	Help Paying for College	7/16
	Financial Planning Assistance or Course*	Keeping Track of Your Money!	8/7
<b>GED Preparation</b>			
	GED Preparation*	Registering for the GED	1/17
	GED Preparation*	Registering for the GED	2/2
	GED Preparation*	GED Study Guides	2/9
	GED Preparation*	How to Find Resources	3/6
	GED Preparation*	Study Guides	3/25
	GED Preparation*	Practice Test	4/22
	GED Preparation*	Get Ready-Practice Test	5/10
	GED Preparation*	GED Practice Test	6/12
	GED Preparation*	Math-Test Practice	7/23



# Good Neighbor Program

## Monthly Event Summary Report

### Report Summary

<b>Portfolio Member:</b>	Park Place at Loyola	<b>Total Male Participants:</b>	215	<b>Contribution Value:</b>	\$2,330.00
<b>Resident Services Coordinator:</b>	Michael Kroeger	<b>Total Female Participants:</b>	290	<b>GIK Goods/Donations:</b>	\$2,090.00
<b>Occupancy Rate:</b>	98.00	<b>Total Participants:</b>	505	<b>GIK Services:</b>	\$240.00
<b>New Residents Enrolled:</b>	10			<b>Total Volunteer Hours:</b>	14.00
<b>Total Activities:</b>	30				
<b>Total Hours:</b>	65.00				

Freq.	# of Hrs.	Title	Description	# of Persons	Provided by GNP &	Lura Req
1	6.00	Administration		0	Central Texas Food Bank, Michael Kroeger, KIPP, Access Dental, Flash Gordon, KIPP, Access Dental	
1	2.00	Adult Development	Apps for Mental Health	20		
1	2.00	Adult Development	Addiction Recover Resources	16		
1	2.00	Basic Adult Education*	Family Literacy	11		Basic Adult Education
1	2.00	Community Garden*	Garden Maintenance	14		Community Gardens
2	4.00	Computer Facility*	Kids' Free Time	39		Computer Facilities
1	2.00	Credit Counseling*	Using the Debt Snowball	9		Credit Counseling
1	2.00	Family Development	Family Board Games	16		
1	2.00	Family Development	Low-Cost Family Activities in Austin	15		
1	2.00	Financial Planning Assistance or Course*	Working On Budgets	16		Financial Planning Assistance or Courses
1	2.00	Health and Nutritional Course*	Healthy Portions	20		Health and Nutritional Courses
1	2.00	Health and Nutritional Course*	Walking Group Exercise	10		Health and Nutritional Courses
1	2.00	Home Buyer Education*	The First Steps	11		Home Buyer Education
1	2.00	Legal Assistance*	Family Law Resources	18		Legal Assistance



# Good Neighbor Program

## Monthly Event Summary Report

1	2.00	Neighborhood Development	Community Outreach	14		
1	2.00	Operation Back to School	Resident Event	42		
1	2.00	Organized Team Sport*	Soccer At The Park	16		Organized Team Sports Programs
1	2.00	Organized Team Sport*	Football At The Park	17		Organized Team Sports Programs
1	2.00	Recreational Activity	Outdoor Scavenger Hunt	17		
1	2.00	Recreational Activity	Biking Around Park Place	21		
1	2.00	Recreational Activity	Board Games	15		
1	2.00	Scholastic Tutoring*	Summer Assistance	15		Scholastic Tutoring
2	4.00	Social Event*	Kid's Movie	45		Social Event - Social Events and Activities
1	1.00	Social Services & Referrals	Find The Assistance You Need	12		
1	2.00	State Workforce Development*	Updating Resumes	18		State Workforce Development - Coordinate services with those
1	2.00	Transportation*	Austin Scooter Safety	14		Transportation
1	2.00	Vocational Training*	Choosing A College Major	13		Vocational Training
1	2.00	Youth Program*	Arts & Crafts	22		Youth Programs
1	2.00	Youth Program*	Life Skills	9		Youth Programs

\_\_\_\_\_  
Property Manager's Signature

\_\_\_\_\_  
Date

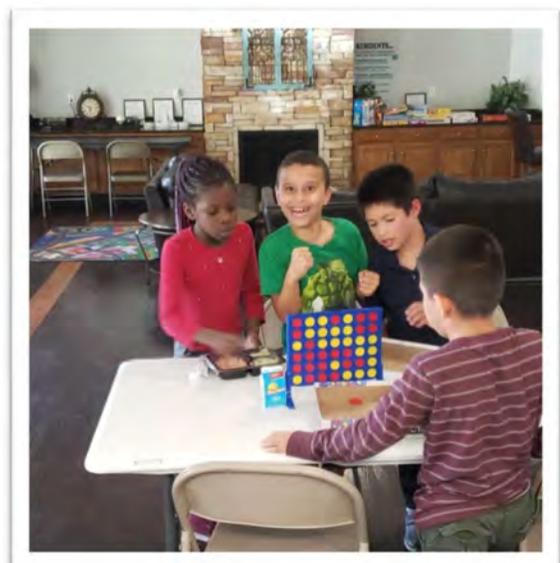
Comments

# GOOD NEIGHBOR PROGRAM

Michael Kroeger, Resident Services Coordinator  
**Park Place at Loyola**



*We had a family game night encouraging families to come together and have a good time. Families that play together build bonds over fun and interaction that help keep strong relationships in difficult times.*



# GOOD NEIGHBOR PROGRAM

Yesenia De La Torre, Resident Services Coordinator  
**Brompton Square Apartments**



## ***Brompton Square and Memorial Hermann***

Memorial Hermann Community Benefits Corporation started coming to Brompton every Wednesday for six weeks to teach the residents about diabetes. The residents learned several things like: how to take charge of their health, how to live a healthier life with diabetes and how diabetes affects their body. They were able to make sense of blood sugar numbers and meet others who have diabetes. They also had fun learning in a small group through games, activities and support conversations. There was a great turn out and all the residents that attended the classes said they learned a lot of good information. The residents really enjoyed these classes. After completing the course we had a graduation ceremony where the residents received a certificate, a gift and a gift card to HEB.



# GOOD NEIGHBOR PROGRAM

T. Evan Henderson, Resident Services Coordinator  
**Sedona Village**



## *Brunch & Bingo*

*Residents came out and enjoyed a fun game of bingo with some fantastic prizes as well as a delicious brunch!*





## Pulse Point:

### 3 Minute Budgets for Seniors

Audience: Seniors

## LURA's Met

---

Educational Activities, On Site Education Programs to the Residents, Adult Education Program(s), Economic Empowerment Services, Human Economic Development, Budget Counseling, Financial Counseling, Financial Planning Assistance, Financial Planning Assistance or Courses, Personal Budget Counseling, Life Skills, Family Skills Development, Family Skills Development Program(s)

## Materials Needed

---

- Computer with internet access
- Accessible printer (optional)

## Advance Planning & Preparation

---

Seniors living on fixed incomes oftentimes struggle with providing the basics for themselves like food, medicine, and other essentials. It is a constant source of stress and worry. You can help and a little bit of peace of mind is priceless! The National Council on Aging has developed an online 3 minute "Budget Check Up" tool to complement their very helpful "Benefits Check Up." Both of these "Economic Check Ups" allow you to work with residents one on one to address their individual needs. By identifying spending habits, you can help residents establish a budget to stick to. By identifying possible benefits for which they are entitled, you can help them free up more money to cover their expenses! April is Financial Literacy month but these tools will come in handy anytime to help your residents get and stay on track. One prepares an excellent spring board for the other, in either order.

Since these tools are so quick and easy to complete, you can still set it up as a group activity. Just ensure that each resident has a private place to sit and discuss their personal finances with you as you enter the information with them on the computer. Waiting residents can have refreshments, work puzzles, play board games, etc. while you provide individualized and confidential assistance to each one. You may also have some other printed materials set out for them to take. See ideas in the "Additional Information and Resources" section below.

You will want to access the site ahead of time and familiarize yourself with the contents and process. Go to: [https://calculator.benefitscheckup.org/calculators/make-a-budget-in-3-min?\\_ga=1.80585685.310098269.1429727284](https://calculator.benefitscheckup.org/calculators/make-a-budget-in-3-min?_ga=1.80585685.310098269.1429727284). Enter some sample numbers and see how easy it is to generate.

You can also utilize the attached budget worksheet as an offline alternative.

On your calendar or in a promotional flyer, note that you will be providing individualized, confidential budgeting help and ask residents to jot down and bring a list of their income and expenses (optional). It isn't necessary to do so but having to recall information on the spot is a bit more difficult especially for seniors who may be experiencing memory issues. Do not try to gather this information from residents ahead of time or take from residents to complete tool at a later time and print out!



Information should be given to you on the spot and only used to walk through the steps of the tool. This is the information that will be needed to answer questions:

- Estimates of current expenses (such as housing, food, health, transportation, bills/loans/debt payments, etc.)
- Estimates of current income and assets from all sources for self, spouse and others in the household
- Public benefits received (such as SNAP, Medicaid, etc.) and estimated amounts

Preparing for this activity is quick and easy. Simply set up a comfortable arrangement for you to meet one-on-one and confidentially with residents and ensure that printer is working or have print outs ready to go for each resident.

## Presentation Instructions

At the beginning of this activity, explain to your group that you will be providing one-on-one and confidential assistance to each participant. Explain that you have alternate activities set up for them to do while they wait their turn. Assure residents that their personal identifying information such as name, etc. is not asked for and the information they submit is not stored by you or anyone else. You will be entering on 5 sheets of paper if you print all the information and 1 if you only print the "Spending Limit.") Review the budget and information at the bottom of the worksheet and discuss tips to reduce spending.

If your group is small and your resident doesn't mind a few more minutes, you can zip over to do a quick "Benefits Check Up." Identifying benefits for which they may be qualified may provide almost instant budget help for the problem areas you identified in your "Budget Check Up!" Or plan a separate "Benefits Check Up" in the near future to follow up.

### **FOR ADDITIONAL INFORMATION AND RESOURCES:**

[https://calculator.benefitscheckup.org/calculators/control-your-spending?\\_ga=1.69684946.310098269.1429727284](https://calculator.benefitscheckup.org/calculators/control-your-spending?_ga=1.69684946.310098269.1429727284) (explore ways to cut spending)

<https://www.powerwallet.com/> (another free, quick, and easy money management/budget tool)

<http://www.ncoa.org/enhance-economic-security/economic-security-Initiative/savvy-saving-seniors/top-10-things-all-seniors.html>

<http://www.consumerfinance.gov/newsroom/cfpb-report-finds-debt-collection-tops-older-consumer-complaints/> (protecting seniors from debt collectors, understanding senior rights)

Senior Coupons and Discounts:

<http://www.theseniorlist.com/wp-content/uploads/2015/02/theseniorlist.com-2015-Best-List-Of-Senior-Discounts.pdf>

<http://www.seniordiscounts.com/>

<http://www.grocerycouponnetwork.com/how-it-works.php>

# Monthly Cash Flow Plan

Cash flows in and out each month. Make sure you tell it where to go!

## Yes, this budget form has a lot of lines and blanks.

But that's okay. We do that so we can list practically every expense imaginable on this form to prevent you from forgetting something. Don't expect to put something on every line. Just use the ones that are relevant to your specific situation.

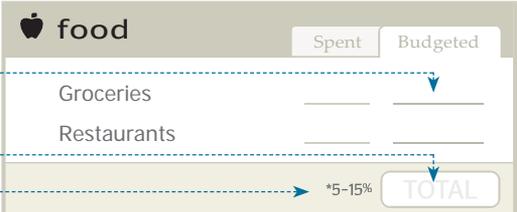
### step 1

Enter your monthly take-home pay in the box at the top right (A). This is the amount you have for the month to budget. So far so good, huh?

A 

### step 2

Within each main category, such as Food, there are subcategories, like Groceries. Start at the top and work your way down, filling out the Budgeted column (B) first. Add up each subcategory and put that number in the Total box (C).



food		Spent	Budgeted
Groceries			
Restaurants			
		*5-15%	TOTAL

Also, pay attention to Dave's recommended percentages (D). This will help you keep from budgeting too much for a category.

### step 3

Finally, enter your take-home pay in the top box at the end of the page (E), then add up all categories and place that total in the Category Totals box (F). Then subtract your Category Totals amount from your Take-Home Pay. You should have a zero balance (G). Doesn't that feel great?

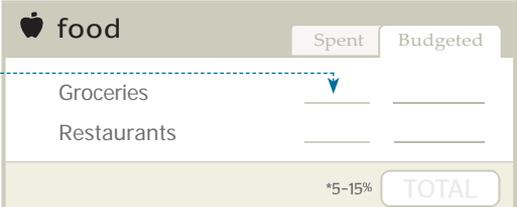
e 

f 

g 

### step 4

When the month ends, put what you actually spent in the Spent column (H). That will help you make any necessary adjustments to the next month's budget.

h 

food		Spent	Budgeted
Groceries			
Restaurants			
		*5-15%	TOTAL

# Monthly Cash Flow Plan

Cash flows in and out each month. Make sure you tell it where to go!

Monthly Take-Home Pay

Add up budgeted column & enter here

These icons represent good options for cash envelopes

CHARITY	Spent	Budgeted
Tithes	_____	_____
Charity & Offerings	_____	_____
		*10-15% TOTAL

SAVING	Spent	Budgeted
Emergency Fund	_____	_____
Retirement Fund	_____	_____
College Fund	_____	_____
		*10-15% TOTAL

HOUSING	Spent	Budgeted
First Mortgage/Rent	_____	_____
Second Mortgage	_____	_____
Real Estate Taxes	_____	_____
Repairs/Maint.	_____	_____
Association Dues	_____	_____
		*25-35% TOTAL

UTILITIES	Spent	Budgeted
Electricity	_____	_____
Gas	_____	_____
Water	_____	_____
Trash	_____	_____
Phone/Mobile	_____	_____
Internet	_____	_____
Cable	_____	_____
		*5-10% TOTAL

FOOD	Spent	Budgeted
 Groceries	_____	_____
 Restaurants	_____	_____
		*5-15% TOTAL

CLOTHING	Spent	Budgeted
 Adults	_____	_____
 Children	_____	_____
 Cleaning/Laundry	_____	_____
		*2-7% TOTAL

TRANSPORTATION	Spent	Budgeted
Gas & Oil	_____	_____
 Repairs & Tires	_____	_____
License & Taxes	_____	_____
Car Replacement	_____	_____
Other _____	_____	_____
		*10-15% TOTAL

MEDICAL/HEALTH	Spent	Budgeted
Medications	_____	_____
Doctor Bills	_____	_____
Dentist	_____	_____
Optometrist	_____	_____
Vitamins	_____	_____
Other _____	_____	_____
Other _____	_____	_____
		*5-10% TOTAL

\*Dave's Recommended Percentages



## INSURANCE

Spent Budgeted

Life Insurance \_\_\_\_\_

Health Insurance \_\_\_\_\_

Homeowner/Renter \_\_\_\_\_ Auto Insurance \_\_\_\_\_

Disability Insurance \_\_\_\_\_

Identity Theft \_\_\_\_\_

Long-Term Care \_\_\_\_\_

\*10-25% TOTAL



## PERSONAL

Spent Budgeted

Child Care/Sitter \_\_\_\_\_

Toiletries \_\_\_\_\_

Cosmetics/Hair Care \_\_\_\_\_

Education/Tuition \_\_\_\_\_

Books/Supplies \_\_\_\_\_

Child Support \_\_\_\_\_

Alimony \_\_\_\_\_

Subscriptions \_\_\_\_\_

Organization Dues \_\_\_\_\_

Gifts (inc. Christmas) \_\_\_\_\_

Replace Furniture \_\_\_\_\_

Pocket Money (His) \_\_\_\_\_

Pocket Money (Hers) \_\_\_\_\_

Baby Supplies \_\_\_\_\_

Pet Supplies \_\_\_\_\_

Music/Technology \_\_\_\_\_

Miscellaneous \_\_\_\_\_

Other \_\_\_\_\_

Other \_\_\_\_\_

\*5-10% TOTAL



## RECREATION

Spent Budgeted

Entertainment \_\_\_\_\_

Vacation \_\_\_\_\_

\*5-10% TOTAL



## DEBTS

Spent Budgeted

Car Payment 1 \_\_\_\_\_

Car Payment 2 \_\_\_\_\_

Credit Card 1 \_\_\_\_\_

Credit Card 2 \_\_\_\_\_

Credit Card 3 \_\_\_\_\_

Credit Card 4 \_\_\_\_\_

Credit Card 5 \_\_\_\_\_

Student Loan 1 \_\_\_\_\_

Student Loan 2 \_\_\_\_\_

Student Loan 3 \_\_\_\_\_

Student Loan 4 \_\_\_\_\_

Other \_\_\_\_\_

Other \_\_\_\_\_

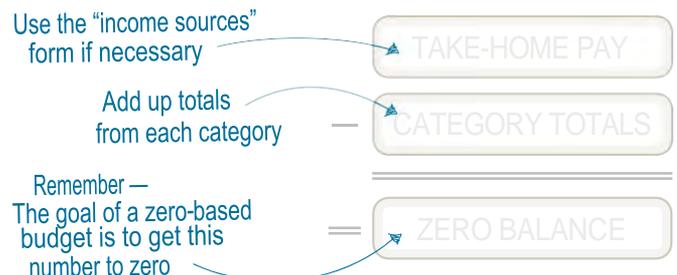
Other \_\_\_\_\_

Other \_\_\_\_\_

Other \_\_\_\_\_

Your goal is 0% \*5-10% TOTAL

Once you have completed filling out each category, subtract all category totals from your take-home pay.



## Pulse Point: Credit Smart, series of 12 sessions

Campaign	LURA's Met	Target Audience
Credit Counseling, Financial Literacy, Entrepreneurial Education	Credit Counseling, Economic Empowerment Services, Human Economic Development, Assist residents with budgeting, budget counseling, family budgeting, financial counseling, financial planning assistance, financial planning assistance or courses, personal budget counseling	Adults, Seniors

*Objective/Description: The Credit Smart initiative is designed to help consumers build and maintain better credit, make sound financial decisions, and understand the steps to successful long-term home ownership.*

### **ADVANCE PLANNING AND PREPARATION:**

Freddie Mac developed Credit Smart, a series of 12 financial education modules, to increase understanding by teaching life-long money management skills. You may review an overview of these materials by visiting their website at:

<http://www.freddiemac.com/creditsmart/>.

You may choose to use only selected modules or use them as a series over time (no more than once a week). Each module includes its own instructor guide and participant presentation guide. Materials are free and may be downloaded individually at: [http://www.freddiemac.com/creditsmart/guide/guide\\_workbook.html](http://www.freddiemac.com/creditsmart/guide/guide_workbook.html). Module titles (and how activities should be named on your calendar) are:

- Your Credit and Why It is Important
- Managing your Money
- Goal Setting
- Banking Services: An Important Step
- Establishing and Maintaining Good Credit
- Understanding Credit Scoring

- Thinking Like a Lender
- Avoiding Credit Traps
- Restoring Credit
- Planning for your Future
- Becoming a Homeowner
- Preserving Home Ownership

The website contains exercises, games, and other activities to reinforce each module, ideas for promoting the program, and a certification of completion. Familiarize yourself with the program materials and decide on your course of action to schedule all the modules over a period of time or in part. Follow the instructions in each module's instructor guide to prepare in advance. Be sure to have adequate copies of the participation presentation guide.

### **PRESENTATION STRATEGY:**

Found in the selected instructor's guides.

### **MATERIALS NEEDED:**

- See instructor's guides

### **FOR ADDITIONAL INFORMATION AND RESOURCES:**

- <http://www.freddiemac.com/creditsmart/>
- [http://www.freddiemac.com/creditsmart/guide/workshop\\_tools.html](http://www.freddiemac.com/creditsmart/guide/workshop_tools.html)
- [http://www.freddiemac.com/creditsmart/guide/guide\\_workbook.html](http://www.freddiemac.com/creditsmart/guide/guide_workbook.html)
- [http://www.freddiemac.com/creditsmart/guide/promote\\_initiative.html](http://www.freddiemac.com/creditsmart/guide/promote_initiative.html)

# [Credit Smart (or edit to specific topic)]



[Insert Day, Date, and Time]



If you are looking for ways to better manage your money and build credit, then this program is for you! This series will teach life-long money management skills for a better financial future.



Sponsored by the Good Neighbor Program  
[Your Name], Resident Services Coordinator

## Pulse Point: Dealing with Debt

Campaign	LURA's Met	Target Audience
Adult Education, College Prep Class, Financial Literacy, Personal Growth, Family Skills	Educational Activities, On Site Education Programs to the Residents, Adult Education Program(s), College Preparatory Classes, Guidance Counseling, Budget Counseling, Financial Counseling, Financial Planning Assistance, Financial Planning Assistance or Courses, Personal Budget Counseling, Life Skills, Family Skills Development, Family Skills Development Program(s), Economic Empowerment Services, Human Economic Development	Adults, Seniors, Young Adults and College Students

*Objective/Description:* To help participants recognize the signs of debt distress, make a plan to take control of debt repayments and spending, learn about their FICO score, and why it's best to avoid risky solutions such as title, debt consolidation, tax refund anticipation, and payday loans.

### **ADVANCE PLANNING AND PREPARATION:**

Most likely, the participants attracted to this session on your calendar will probably be experiencing some degree of financial hardships. They may be looking for effective solutions and help to become more financially stable. Attendance alone speaks as a sign they are looking to gain more control of their situation. However, talking about debt can be uncomfortable for most adults so it's important that you be prepared to present this material in a way that keeps your own value judgments out of the mix and puts participants at ease to listen, if not share. Material can be found and downloaded at: <http://www.financialworkshopkits.org/workshops/category/dealing-with-debt-for-adults.aspx#materials>. This material includes a Power Point Presentation (which is optional), a Script (Facilitator's Guide) for your

discussion, printable Handouts to share with participants, and additional resources.

### **PRESENTATION STRATEGY:**

Simply follow the presentation strategy as described in the Script. If you have a computer available and choose to include the Power Point Presentation, participants may follow along with your talking points. At the end of the presentation, encourage participants to speak with you privately and confidentially about other resources which may be available to help them on an individual basis (direct economic assistance such as benefit and entitlement programs, etc.)

### **MATERIALS NEEDED:**

- *Session handouts (included in the presentation materials)*

### **FOR ADDITIONAL INFORMATION AND RESOURCES:**

(Please note there are also additional resources listed on the web site for this material.)

[http://www.daveramsey.com/articles/content-center/category/lifeandmoney\\_debt/](http://www.daveramsey.com/articles/content-center/category/lifeandmoney_debt/)

<https://www.mint.com/blog/goals/how-to-get-out-of-debt-0813/>

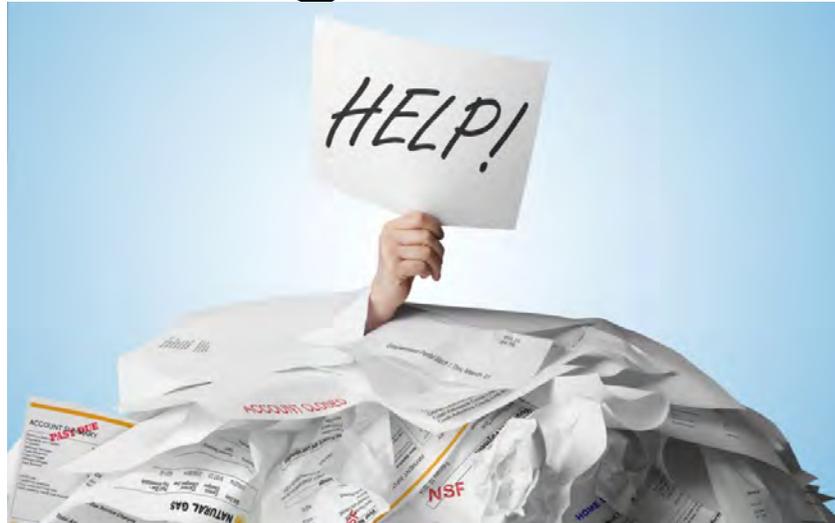
<http://www.practicalmoneyskills.com/personalfinance/creditdebt/debt/outofdebt.php>

<http://www.equifax.com/debtwise/>

<https://financiallit.org/resources/resource-lists/debt-collection-and-credit-bureau-information/>

<http://www.moneymanagement.org/> (MMI has been an effective GNP community partner, and is a non-profit referral resource to help participants manage debt)

# Dealing with Debt



Insert Day, Date, and Time

Almost everyone will be in debt at some point in their lives. Learn proper money management and debt elimination!



Sponsored by the Good Neighbor Program  
Your Name, Resident Services Coordinator





# Ovetta Rosedale

## ***PROPERTY INFORMATION***

### 5a. Appraisal

*Developer will have an appraisal prior to closing.*



RHDA Application May 2024



# Ovetta Rosedale

## ***PROPERTY INFORMATION***

### 5b. Property Maps

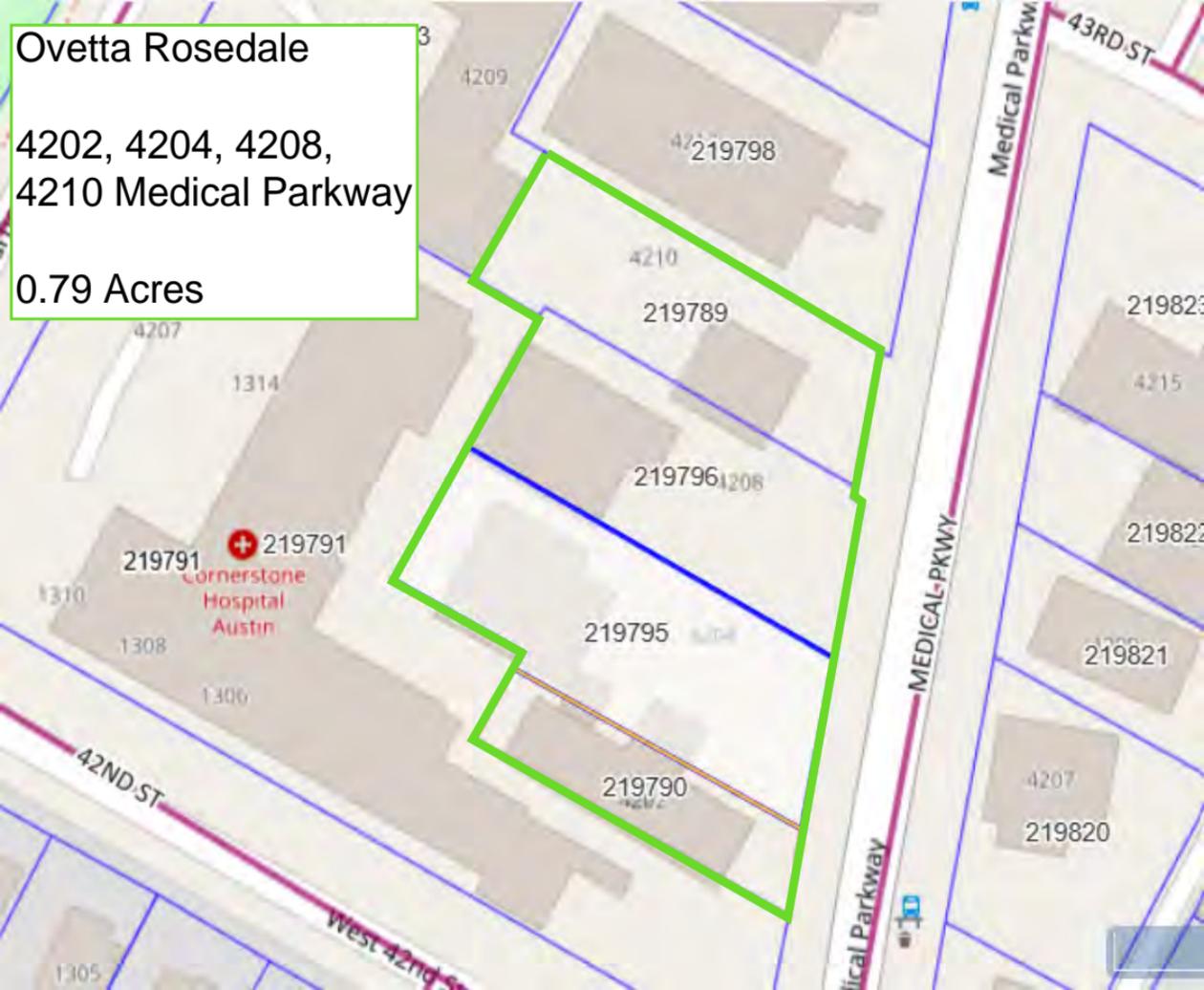


RHDA Application May 2024

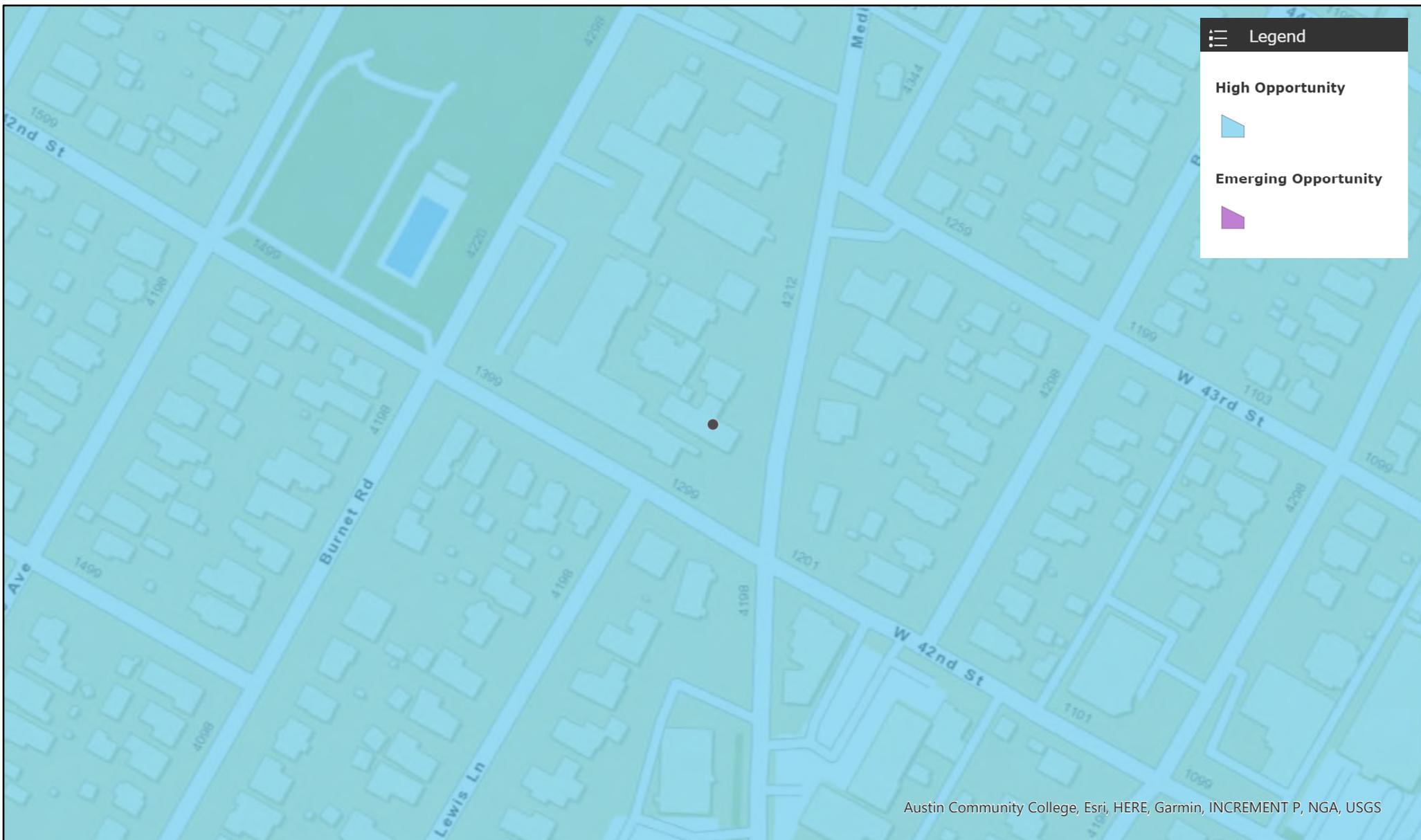
Ovetta Rosedale

4202, 4204, 4208,  
4210 Medical Parkway

0.79 Acres





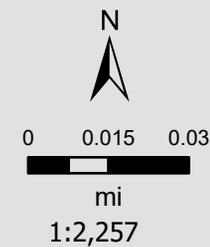


Austin Community College, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

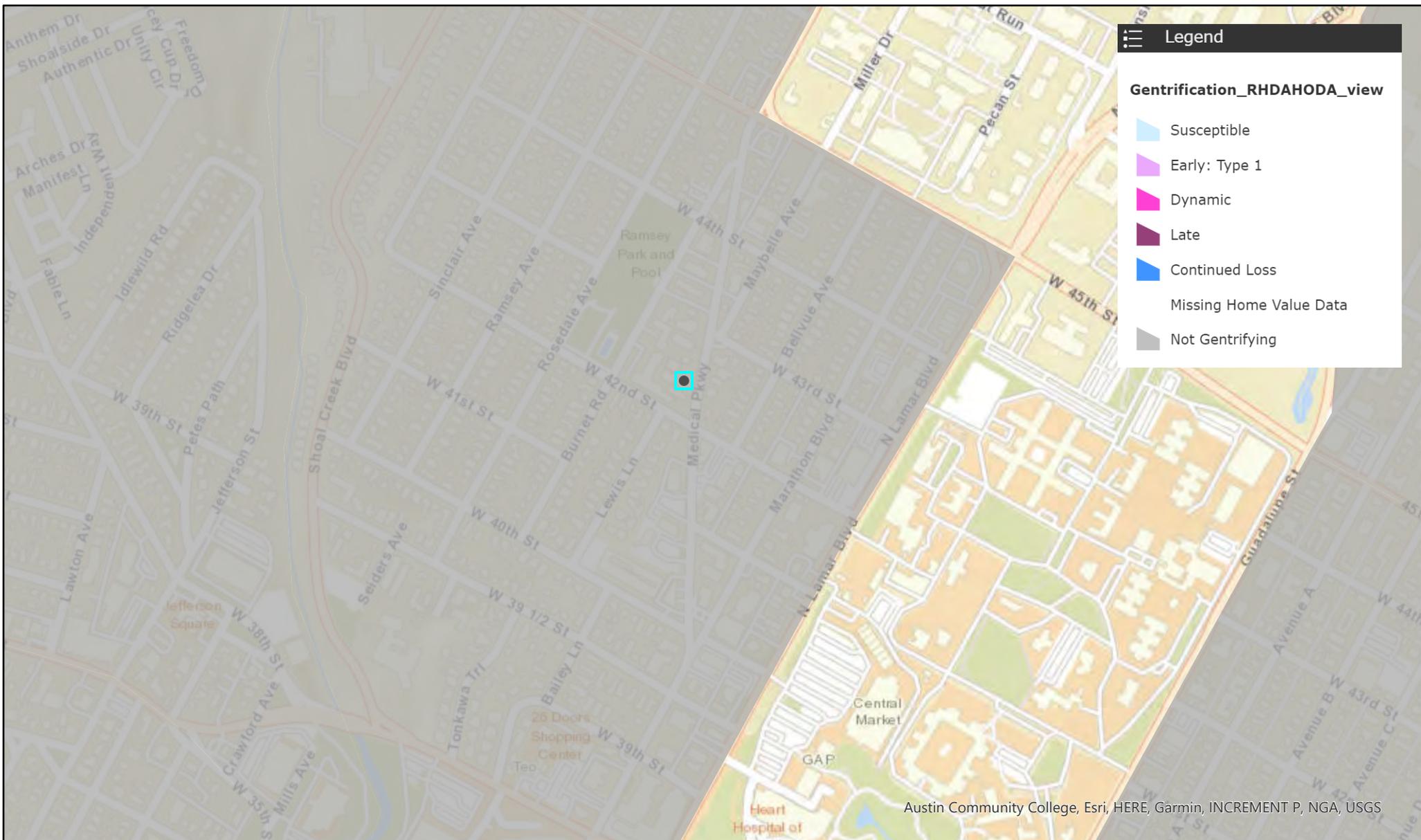


# Ovetta Rosedale Opportunity Values Map

09 April 2024

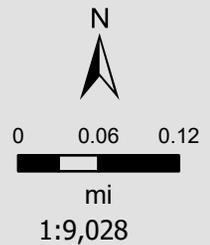


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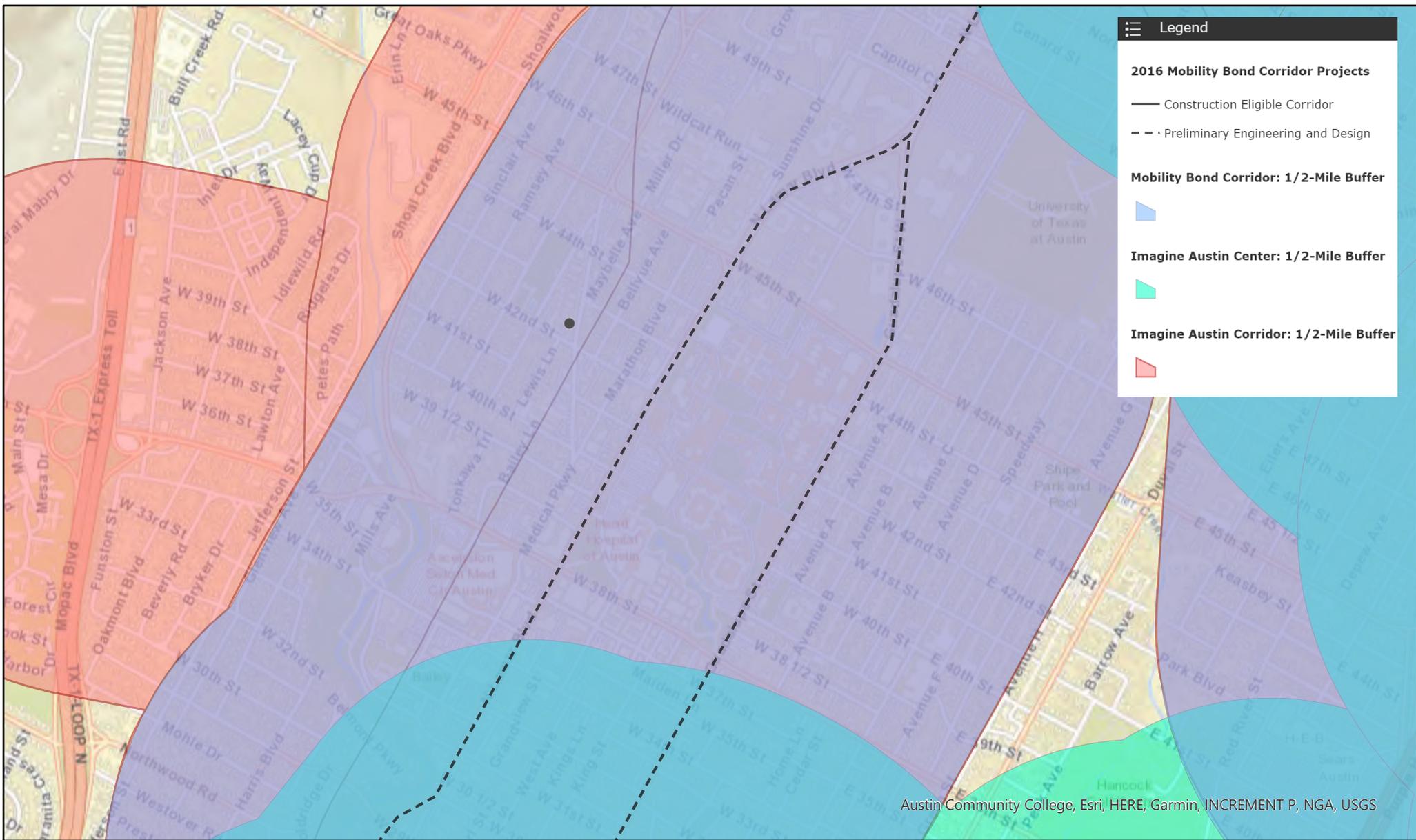


# Ovetta Rosedale Gentrification Values Map

09 April 2024



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**Legend**

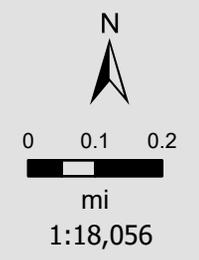
- 2016 Mobility Bond Corridor Projects**
  - Construction Eligible Corridor
  - - - Preliminary Engineering and Design
- Mobility Bond Corridor: 1/2-Mile Buffer**
- Imagine Austin Center: 1/2-Mile Buffer**
- Imagine Austin Corridor: 1/2-Mile Buffer**

Austin Community College, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

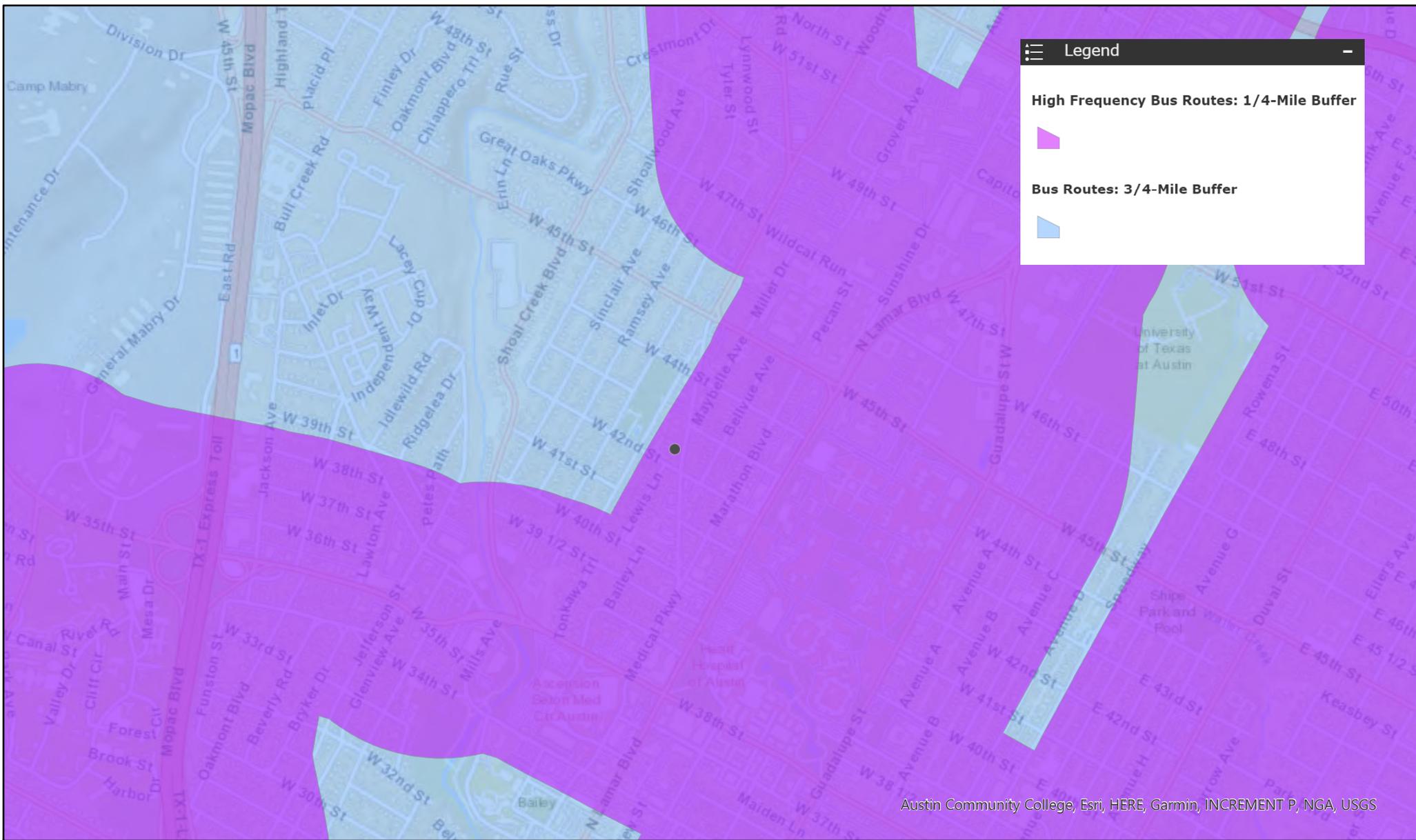


# Ovetta Rosedale Imagine Austin Centers, Corridors & Mobility Bond Corridors Map

09 April 2024



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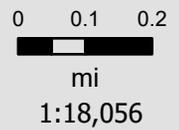


Austin Community College, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

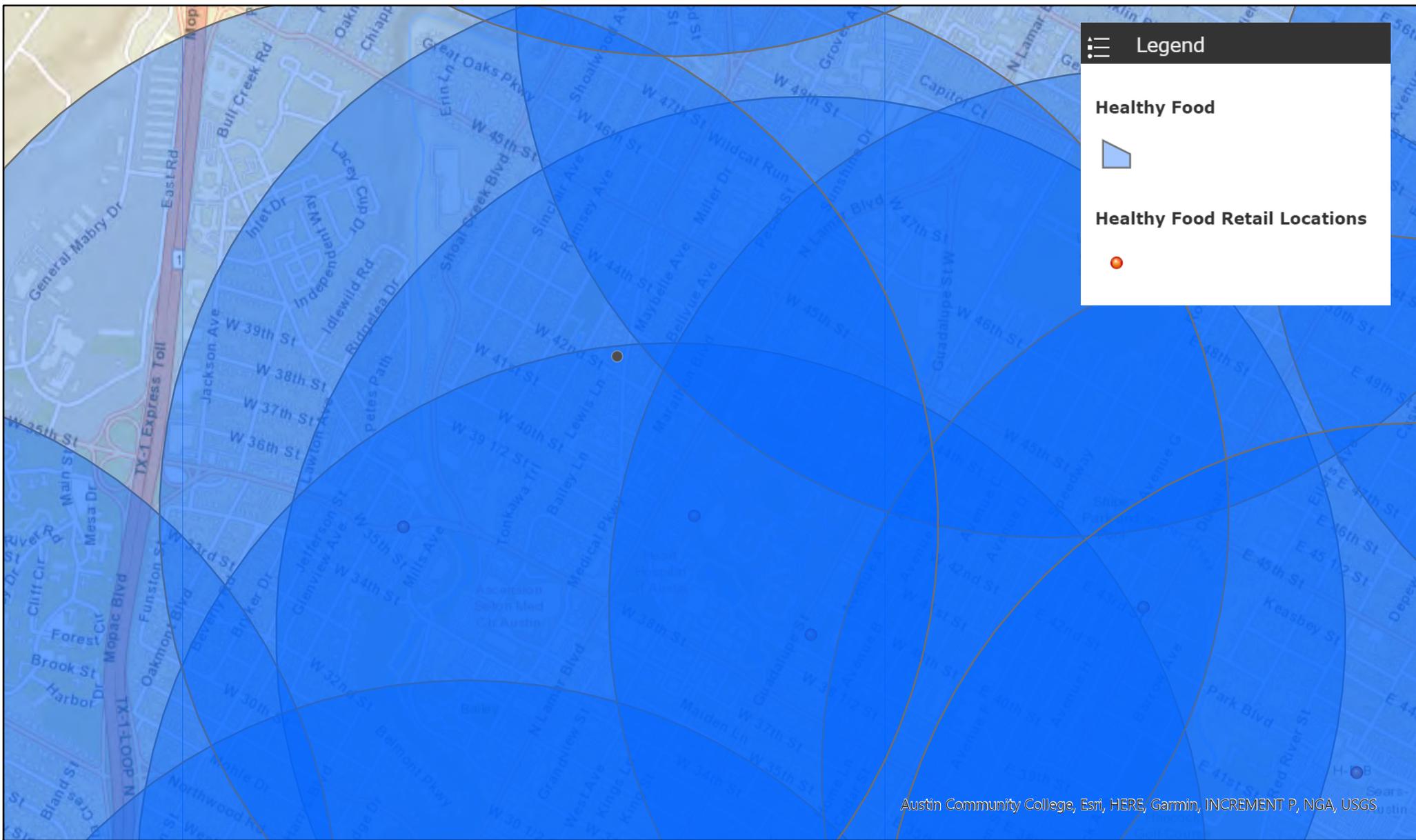


# Ovetta Rosedale Transit Map

09 April 2024



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**Legend**

**Healthy Food**



**Healthy Food Retail Locations**



Austin Community College, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

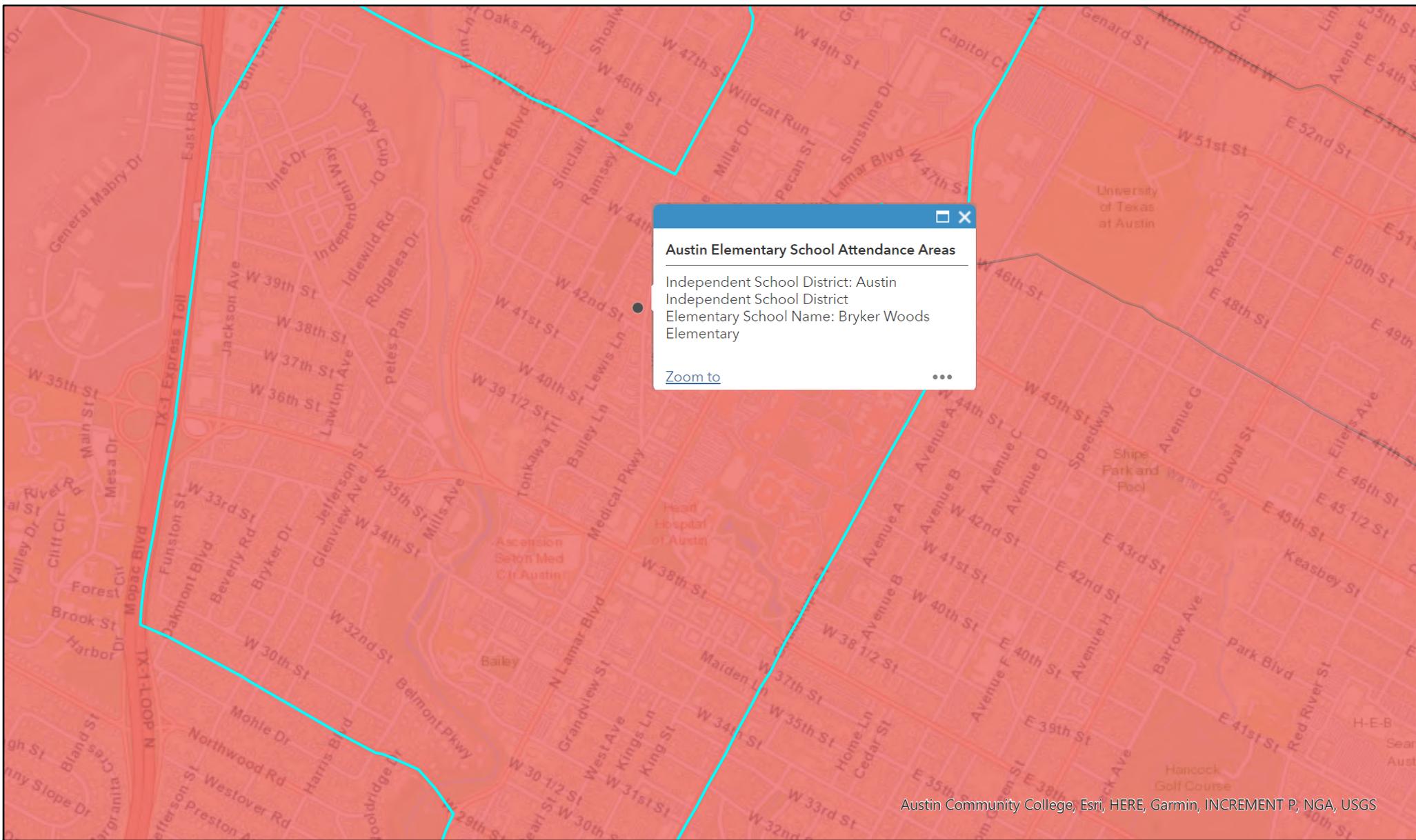


# Ovetta Rosedale Healthy Food Map

09 April 2024



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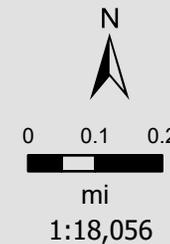


Austin Community College, Esri, HERE, Garmin, INCREMENT P, NGA, USGS



# Ovetta Rosedale Elementary School Map

09 April 2024



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# City of Austin Regulatory Floodplains

## Legend



The City of Austin Watershed Protection Department produced this product for informational purposes. It is not intended for or suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative locations of property boundaries. No warranty is made by the City of Austin regarding specific accuracy or completeness. Final determination of the floodplain status for a property must be based on a topographic survey by a Texas registered professional. For regulatory purposes, 100-Year floodplain elevations must be determined from an engineering model created in accordance with the Drainage Criteria Manual and approved by the City of Austin.



Tuesday, April 9, 2024





# Ovetta Rosedale

## ***PROPERTY INFORMATION*** 5c. Zoning Verification Letter



RHDA Application May 2024



# HOUSING DEPARTMENT

P. O. Box 1088, Austin, TX 78767 -1088  
(512) 974-3100 • Fax (512) 974-3112  
[www.austintexas.gov/housing](http://www.austintexas.gov/housing)

---

February 16, 2024

Megan Lasch  
President, O-SDA Industries, LLC  
5501-A Balcones Dr. #302  
Austin, Texas 78731

**Re: Zoning Verification for the Property located at 4202, 4204, 4208 and 4210  
Medical Parkway, Austin, Travis County, Texas 78756**

Dear Ms. Lasch:

This letter is to confirm that the property located at 4202, 4204, and 4208 Medical Parkway, Austin, Texas 78756 is zoned General Commercial Services (CS) and the property located at 4210 Medical Parkway, Austin, Texas 78756 is zoned Limited Office (LO).

Under the CS and LO zoning classifications applicable to this property, the proposed use or density of the proposed multi-family residential development is not permitted; however, this site is the subject of an application for the City's Affordability Unlocked Program (AU Program), which is a residential affordable housing development bonus program. See Division 4 (Affordability Unlocked Bonus Program) in Article 15 of City Code Chapter 25-1. The AU Program makes a qualifying development a permitted use in a commercial base zoning district and increases density entitlements.

Based upon the current Affordability Unlocked application, the proposed development is eligible to be certified as a qualifying development. If certified under the AU Program, the site can be developed as multifamily housing.

The City of Austin has received a release agreeing to hold the political subdivision and all other parties harmless in the event the application for the Affordability Unlocked Program for the proposed development is denied.

Sincerely,

Brendan Kennedy, Project Coordinator  
Housing Department

# LO

## Limited Office

Limited Office district is the designation for an office use that serves neighborhood or community needs and that is located in or adjacent to residential neighborhoods. An office in an LO district may contain one or more different uses. Site development regulations and performance standards applicable to an LO district use are designed to ensure that the use is compatible and complementary in scale and appearance with the residential environment.

### Site Development Standards

Lot		Massing	
Minimum Lot Size	5,750 sq ft	Maximum Height	40 ft
Minimum Lot Width	50 ft		or 3 stories
Maximum Building Coverage	50%	Minimum Setbacks	
Maximum Impervious Cover	70%	Front yard	25 ft
Maximum Floor Area Ratio	.7:1	Street side yard	15 ft
		Interior side yard	5 ft
		Rear yard	5 ft

### Permitted and Conditional Uses

#### Residential

Bed and Breakfast Residential (Group 1) *	Bed and Breakfast Residential (Group 2) *
---	---

#### Civic

Club or Lodge (c)	Group Home Class I—General *
College and University Facilities (c) *	Group Home Class I—Limited *
Communication Service Facilities *	Group Home Class II (c) Hospital
Community Events *	Services—Limited (c) Local
Community Recreation—Private (c) *	Utility Services
Community Recreation—Public *	Private Primary Educational Services * Private
Congregate Living (c)	Secondary Educational Services (c) * Public
Convalescent Services	Primary Educational Services *
Counseling Services	Public Secondary Educational Services *
Cultural Services	Religious Assembly
Day Care Services—Commercial	Residential Treatment (c) Safety
Day Care Services—General	Services Telecommunication Tower
Day Care Services—Limited	(PC) *
Family Home *	

# CS

## General Commercial Services

General Commercial Services district is intended predominately for commercial and industrial activities of a service nature having operating characteristics or traffic service requirements generally incompatible with residential environments.

### Site Development Standards

Lot		Massing	
Minimum Lot Size	5,750 sq ft	Maximum Height	60 ft
Minimum Lot Width	50 ft	Minimum Setbacks	
Maximum Building Coverage	95%	Front yard	10
ft Maximum Impervious Cover	95%	Street side yard	10
ft Maximum Floor Area Ratio	2:1	Interior side yard	n/a
		Rear yard	n/a

### Permitted and Conditional Uses

#### Residential

Bed and Breakfast Residential (Group I) *	Bed and Breakfast Residential (Group 2) *
---	---

#### Civic

Club or Lodge (c)	Group Home Class II *
College and University Facilities *	Guidance Services
Communication Service Facilities *	Hospital Service—Limited
Community Events *	Hospital Services—General (c)
Community Recreation—Private *	Local Utility Services
Community Recreation—Public *	Maintenance and Service Facilities Private
Congregate Living	Primary Educational Services *
Counseling Services	Private Secondary Educational Services *
Cultural Services	Public Primary Educational Services *
Day Care Services—Commercial	Public Secondary Educational Services *
Day Care Services—General	Religious Assembly
Day Care Services—Limited	Residential Treatment
Family Home *	Safety Services
Group Home Class I—General *	Telecommunication Tower (pc)
Group Home Class I—Limited *	Transitional Housing (c)
	Transportation Terminal (c)



# Ovetta Rosedale

## ***PROPERTY INFORMATION***

### 5d. Proof of Site Control



RHDA Application May 2024

# TEXAS REALTORS

## COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS, INC. IS NOT AUTHORIZED.  
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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: Ronald Habitzreiter & Ed Hargett  
H & H Properties

Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Mobile: \_\_\_\_\_ Fax or Other: \_\_\_\_\_

Buyer: O-SDA Industries, LLC, its successors and/or assigns

Address: 5501-A Balcones Dr. #302, Austin, TX 78731  
Phone: (512)383-5470 E-mail: megan@o-sda.com  
Mobile: \_\_\_\_\_ Fax or Other: lisa@salgebrook.com

2. **PROPERTY:**

A. "Property" means that real property situated in Travis County, Texas at 4202 & 4204 Medical Pkwy, Austin, TX 78756 (address) and that is legally described on the attached Exhibit A or as follows:

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

- (1) all buildings, improvements, and fixtures;
- (2) 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;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
- (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except:

Any personal property not included in the sale must be removed by Seller prior to closing.

*(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.)*

*(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)*

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing .....	\$	<u>2,454,160.45</u>
B. Sum of all financing described in Paragraph 4 .....	\$	_____
C. Sales price (sum of 3A and 3B) .....	\$	<u>2,454,160.45</u>

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Initialed for identification by Seller: [Signature] and Buyer: [Signature]

Commercial Contract - Improved Property concerning 4202 & 4204 Medical Pkwy, Austin, TX 78756

**4. FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- A. ~~Third Party Financing:~~ One or more third party loans in the total amount of \$ \_\_\_\_\_ This contract;
  - (1) is not contingent upon Buyer obtaining third party financing.
  - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- B. ~~Assumption:~~ In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ \_\_\_\_\_.
- C. ~~Seller Financing:~~ Buyer will deliver a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ \_\_\_\_\_.

**5. EARNEST MONEY:** See Addendum to Commercial Contract - Improved Property <sup>business.</sup>

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$11,576.23 as earnest money with Stewart Title of Austin, LLC (title company) at 901 S. MoPac Expwy, Bldg III, Ste 100, Austin, TX 78746 (address) Mandy Dean-Knotts (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ 13,891.47 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) 3 business days after Buyer's right to terminate under Paragraph 7B expires.
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

**6. TITLE POLICY, SURVEY, AND UCC SEARCH:** See Addendum to Commercial Contract - Improved 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  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.

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Commercial Contract - Improved Property concerning 4202 & 4204 Medical Pkwy, Austin, TX 78756

**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/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer \_\_\_\_\_ (insert amount) of the cost of the survey at closing, if closing occurs.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company,  Seller  Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party \_\_\_\_\_ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

**C. UCC Search:**

- (1) Within \_\_\_\_\_ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- (2) Buyer does not require Seller to furnish a UCC search.

**D. Buyer's Objections to the Commitment, Survey, and UCC Search:**

- (1) Within \_\_\_\_\_ days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object 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 to the real or personal property described in Paragraph 2 other than those permitted by this contract or items that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) 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

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Commercial Contract - Improved Property concerning 4202 & 4204 Medical Pkwy, Austin, TX 78756

~~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 6D 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: N/A

B. Feasibility Period: Buyer may terminate this contract for any reason ~~within~~ on or before January 31, 2024 days after the effective date (feasibility period) by providing Seller written notice of termination.

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

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

(b) Not later than 3 days after the effective date, Buyer must pay \$ \_\_\_\_\_ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of \_\_\_\_\_ days by delivering \$ \_\_\_\_\_ to the title company as additional earnest money.

(a) \$ \_\_\_\_\_ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:

(i) The additional independent consideration.

(ii) (Check no boxes or only one box.)

all or  \$ \_\_\_\_\_ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

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VER, RH and Buyer [Signature]

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Commercial Contract - Improved Property concerning 4202 & 4204 Medical Pkwy, Austin, TX 78756

If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.
- (3) 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.
- (4) 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 14 days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession: *(Check all that apply.)*
  - (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
  - (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
  - (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
  - (d) 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;
  - (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
  - (f) copies of current utility capacity letters from the Property's water and sewer service provider;
  - (g) copies of all current warranties and guaranties relating to all or part of the Property;
  - (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
  - (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
  - (j) a copy of the "as-built" plans and specifications and plat of the Property;
  - (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
  - (l) a copy of Seller's income and expense statement for the Property from \_\_\_\_\_ to \_\_\_\_\_;
  - (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;

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Commercial Contract - Improved Property concerning 4202 & 4204 Medical Pkwy, Austin, TX 78756

- (n) real and personal property tax statements for the Property for the previous 2 calendar years;
- (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from \_\_\_\_\_ to \_\_\_\_\_; and
- (p) copies of any other documents in Seller's reasonable possession or control relating to the Property

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (Check all that apply.)

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting 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 non-occupancy of the leased premises by a tenant;
- (4) any advance sums paid by a tenant under any lease;
- (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

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

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Initialed for Identification by Seller

VEST RH and Buyer [Signature]

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Commercial Contract - Improved Property concerning: 4202 & 4204 Medical Pkwy, Austin, TX 78756

**9. BROKERS:**

A. The brokers to this sale are:

Principal Broker: Captex Commercial Properties

Cooperating Broker: Mathias Partners

Agent: Bill Oates

Agent: Michael Levy

Address: 1327B Pond Springs Rd. #1  
Austin, Texas 78729

Address: 3860 Stoneridge Rd, Bldg E, Ste. 104  
Austin, TX 78746

Phone & Fax: (512)527-9600

Phone & Fax: (512)837-8957

E-mail: boates@captex.com

E-mail: mlevy@mathiaspartners.com

License No.: 480922

License No.: 602940

Principal Broker: *(Check only one box)*

Cooperating Broker represents Buyer.

- represents Seller only.
- represents Buyer only.
- is an intermediary between Seller and Buyer.

B. Fees: *(Check only (1) or (2) below.)*

*(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)*

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

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

Principal Broker a total cash fee of:  
 3.000 % of the sales price.

Cooperating Broker a total cash fee of:  
 3.000 % of the sales price.

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

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

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

**10. CLOSING:**

A. The date of the closing of the sale (closing date) will be on or before the later of:

(1)  \_\_\_\_\_ days after the expiration of the feasibility period.

June 30, 2024 (specific date).

See Addendum to Commercial Contract - Improved Property

(2) 7 days after objections made under Paragraph 6D 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.

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Initialed for Identification by Seller VEK RH and Buyer [Signature]

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Mathias Partners, 3860 Stoneridge Rd., Bldg. E, Ste. 104 Austin, TX 78746  
Michael Levy

Phone: 512.837.8957 Fax: 512.837.8957  
Produced with Lone Wolf Transactions (zipForm FIRM) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.WolfL.com

Commercial Contract - Improved Property concerning 4202 & 4204 Medical Pkwy, Austin, TX 78756

C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a  general  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 Uniform Commercial Code 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) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
- (3) an assignment of all leases to or on the Property;
- (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
  - (a) licenses and permits;
  - (b) service, utility, maintenance, management, and other contracts; and
  - (c) warranties and guaranties;
- (5) a rent roll current on the day of the closing certified by Seller as true and correct;
- (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
- (8) 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 the issuance of the title policy, all of which must be completed and executed 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 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.

(TXR-1801) 07-08-22

Initialed for Identification by Seller: VEL ALT and Buyer: [Signature]

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Commercial Contract - Improved Property concerning 4202 & 4204 Medical Pkwy, Austin, TX 78756

**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 - Improved Property

**13. SALES EXPENSES:**

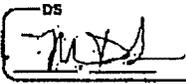
- A. Seller's Expenses: Seller will pay for the following at or before closing:
  - (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
  - (2) release of Seller's loan liability, if applicable;
  - (3) tax statements or certificates;
  - (4) preparation of the deed and any bill of sale;
  - (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 fees of any deed of trust;
  - (3) recording fees for the deed and any deed of trust;
  - (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
  - (5) one-half of any escrow fee; and
  - (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 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.

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Initialed for Identification by Seller

VERBIT and Buyer 

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Commercial Contract - Improved Property concerning 4202 & 4204 Medical Pkwy, Austin, TX 78756

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(4) which Seller may pursue, or

(Check if applicable)

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

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

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

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

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

**16. CASUALTY LOSS AND CONDEMNATION:**

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:

- (1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
- (2) extend the time for performance up to 15 days and closing will be extended as necessary; or
- (3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

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

- (1) 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 under Paragraph 7B(1), will be refunded to Buyer; or
- (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) 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.

(TXR-1801) 07-08-22

Initialed for Identification by Seller VEH RH and Buyer [Signature]

Mailbox Partners, 3600 Maricopa Rd., Bldg. F, Ste. 104 Austin, TX 78744  
Richard Levy

Phone: 512-376-9227

Fax:

Produced with Lone Wolf Transactions (upForm Fillmore) 277 N. Harvard St, Suite 2200, Dallas, TX 75201 [www.lwfil.com](http://www.lwfil.com)

Commercial Contract- Improved Property concerning 4202 & 4204 Medical Pkwy, Austin, TX 78756

**18. ESCROW:**

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- 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 disbursement 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 to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

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

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
  - (1) any subsurface structures, pits, waste, springs, or improvements;
  - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
  - (3) any environmental hazards or conditions that materially affect the Property;
  - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
  - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
  - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
  - (7) any threatened or endangered species or their habitat on the Property;
  - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
  - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;

(TXR-1801) 07-08-22

Initiated for identification by Seller VED KH and Buyer [Signature]

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Michael E. Leves, 1668 Stepp Ridge Rd., Bldg. 2, Ste. 184, Austin, TX 78746

Phone: 512.437.9957

Fax:

4202 & 4204 Medical

Produced with Lone Wolf Transmissions (anForm Edition) 717 N. Haywood St. Suite 2200, Dallas, TX 75201 [www.lw.com](http://www.lw.com)

Commercial Contract - Improved Property concerning 4202 & 4204 Medical Pkwy, Austin, TX 78756

- (10) any material physical defects in the improvements on the Property; or
- (11) any condition on the Property that violates any law or ordinance.

*(Describe any exceptions to (1)-(11) 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, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed 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. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.

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

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

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

- (1) Property Description Exhibit identified in Paragraph 2;
- (2) Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946);
- (3) Commercial Contract Financing Addendum (TXR-1931);
- (4) Commercial Property Condition Statement (TXR-1408);
- (5) Commercial Contract Addendum for Special Provisions (TXR-1940);
- (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906);
- (7) Notice to Purchaser of Real Property in a Water District (MUD);
- (8) Addendum for Coastal Area Property (TXR-1915);
- (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
- (10) Information About Brokerage Services (TXR-2501);
- (11) Information About Mineral Clauses in Contract Forms (TXR-2509);
- (12) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID);

(13) Addendum to Commercial Contract - Improved Property

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

(TXR-1801) 07-08-22

Initialed for Identification by Seller YES and Buyer [Signature]

Market Partners, 2640 Stoneridge Hill, Hdg. E, Ste. 104 Austin, TX 78746

Phone: 512.374.917

Fax:

Page 12 of 15

4382/4284 Modified

Produced with Lone Wolf Transactions, (zip form) E. (non) 717 N. Harwood St, Suite 2200, Dallas, TX 75201 [www.lwlf.com](http://www.lwlf.com)

Commercial Contract - Improved Property concerning 4202 & 4204 Medical Pkwy, Austin, TX 78756

E. Buyer  may  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 of Buyer's obligations under this contract.

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

**24. EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the title company accepts this contract after all parties execute this contract. Effective Date of the attached Addendum.

**25. ADDITIONAL NOTICES:**

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.
- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract (*the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906) may be used*).

(TXR-1801) 07-08-22

Initialed for Identification by Seller VAKH and Buyer [Signature]

Commercial Contract - Improved Property concerning 4202 & 4204 Medical Pkwy, Austin, TX 78756

- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. 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. **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."
- J. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- K. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: \_\_\_\_\_

**26. CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on October 27, 2023, 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: Ronald Habitzreiter & Ed Hargett

O-SDA Industries, LLC, its successors and/or  
Buyer: assigns

H & H Properties

By: \_\_\_\_\_  
By (signature): [Signature]  
Printed Name: ED HARGETT  
Title: GENERAL PARTNER

By: \_\_\_\_\_  
By (signature): [Signature]  
Printed Name: Megan W. Mason  
Title: Sole Member and Sole Manager

By: \_\_\_\_\_  
By (signature): [Signature]  
Printed Name: RONALD HABITZREITER  
Title: GENERAL PARTNER

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

(TXR-1901) 07-08-22

Commercial Contract - Improved Property concerning 4202 & 4204 Medical Pkwy, Austin, TX 78756

**AGREEMENT BETWEEN BROKERS**

*(use only if Paragraph 9B(f) is effective)*

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

- \$ \_\_\_\_\_, or
- \_\_\_\_\_ % of the sales price; or
- \_\_\_\_\_ % of the Principal Broker's fee.

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

Principal Broker: \_\_\_\_\_ Cooperating Broker: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

**ATTORNEYS**

Seller's attorney: \_\_\_\_\_

Buyer's attorney: Robert Cheng

Address: \_\_\_\_\_

Address: 200 S. Biscayne Blvd., Ste. 4100

Phone & Fax: \_\_\_\_\_

Miami FL 33131-236262  
Phone & Fax: (305)415-9083

E-mail: \_\_\_\_\_

E-mail: rcheng@shutts.com

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

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

- the title company sends to Seller.
- Buyer sends to Seller.

- the title company sends to Buyer.
- Seller sends to Buyer.

**ESCROW RECEIPT**

The title company acknowledges receipt of:

- A. the contract on this day November 3, 2023 (effective date);
- B. earnest money in the amount of \$ 13,891.47 in the form of Wire on November 3, 2023.

Title company: Stewart Title of Austin, LLC

Address: 901 S MoPac Expy, Bldg 3, Ste 100

By: Cat Sanders for Mandy Dean-Knotts

Austin, TX 78746  
Phone & Fax: 512-472-9231 / 512-472-3101

Assigned file number (GF#): 2177026

E-mail: mandy.dean@stewart.com

evie.thomas@stewart.com

**EXHIBIT A**

**4202 MEDICAL PKWY (PID 219790)**

4,054 square feet, more or less, out of and a part of Lot 6, of the subdivision of LEWIS HANCOCK'S 20 ACRE TRACT, a subdivision in Travis County, Texas, according to the map or plat, of record in Volume 2, Page 133, of the Plat Records of Travis County, Texas, and being the same property conveyed by Morris Clark and wife, Josephine M. Clark, to John F. Carruthers, in a deed dated April 29, 1965, recorded in Volume 2959, Page 1743, of the Deed Records of Travis County, Texas, TOGETHER WITH easement rights of ingress, egress and underground utilities as set forth in those certain instruments filed September 4, 1953, and recorded in Volume 1400, Page 119, and Volume 1400, Page 121, of the Deed Records of Travis County, Texas:

**4204 MEDICAL PKWY (PID 219795)**

**Tract No.1:**

Part of Lot 5, of LEWIS HANCOCK'S 20 ACRE TRACT, an Addition in Travis County, Texas, according to the map or plat thereof recorded in Volume 2, Page 133, Plat Records of Travis County, Texas, and being more particularly described by metes and bounds:

**Tract No.2.:**

Part of Lot 6, of LEWIS HANCOCK'S 20 ACRE TRACT, an Addition in Travis County, Texas, according to the map or plat thereof recorded in Volume 2, Page 133, Plat Records of Travis County, Texas, and being more particularly described by metes and bounds.

**ADDENDUM TO COMMERCIAL CONTRACT - IMPROVED PROPERTY**

(4202 and 4204 Medical Parkway)

**THIS ADDENDUM TO COMMERCIAL CONTRACT - IMPROVED PROPERTY** (this "Addendum") is by and between **RONALD HABITZREITER AND ED HARGETT DBA H & H PROPERTIES**, a Texas general partnership ("Seller"), whose office address is 1208 West Avenue, Austin, Texas 78701, and **O-SDA INDUSTRIES, LLC**, a Texas limited liability company, its successors and/or assigns ("Buyer"), whose office address is 5501-A Balcones Drive, #302, Austin, Texas 78731. The effective date of this Addendum shall be the date that this Addendum is fully executed by Seller and Buyer (the "Effective Date").

WHEREAS, Seller and Buyer are parties to that certain Commercial Contract - Improved Property of even date herewith (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 sole 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 a title insurance company selected by Buyer (the "Title Company") and (ii) a survey of the Property (the "Survey").

(b) Buyer shall, no later than the end of the Feasibility Period, notify Seller in writing, specifying any objections to matters shown on the Title Commitment or the Survey (the "Title Objections"). Any matters 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 Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all 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 this Contract is terminated, in which case the Escrow Deposit (less the Independent Consideration) shall be refunded to Buyer. If Buyer does not terminate this Contract as provided in this paragraph, then at or before Closing Seller must cure the Title Objections that Seller has agreed to cure and Buyer shall be deemed to have waived any remaining Title Objections.

(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 elected, or is deemed to have elected, to cure pursuant to Section 1(b) hereof, (ii) any mortgages, deeds of

trust or judgment liens, (iii) construction liens and other liens (other than the lien of real estate taxes and 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; 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 ten (10) days following receipt of same Buyer objects in writing to any matters shown on the Title Update that were not shown on the Title Commitment or the Survey, such matters shall be deemed Title Objections and the provisions of subparagraph (b) and (c) above shall apply to those matters.

## 2. Earnest Money.

(a) Within three (3) business days following the Effective Date, Buyer shall deposit as an earnest money deposit, the sum of Eleven Thousand Five Hundred Seventy-Six and 23/100 Dollars (\$11,576.23) (the "Initial Deposit") with the Title Company (the "Escrow Agent").

(b) If the Contract has not been terminated by the expiration of the Feasibility Period, then within three (3) business days following the expiration of the Feasibility Period, Buyer shall deposit as an additional earnest money deposit, the sum of Thirteen Thousand Eight Hundred Ninety-One and 47/100 Dollars (\$13,891.47) (the "Second Deposit", and together with the Initial Deposit, the "Escrow Deposit") with the Escrow Agent, and Escrow Agent shall release Two Thousand Three Hundred Fifteen and 25/100 Dollars (\$2,315.25) of the Escrow Deposit to Seller.

(c) If the Contract has not been terminated by 5:00 pm Central Time on March 15, 2024, Escrow Agent shall release an additional Two Thousand Three Hundred Fifteen and 25/100 Dollars (\$2,315.25) of the Escrow Deposit to Seller.

(d) If the Contract has not been terminated by 5:00 pm Central Time on April 30, 2024, Escrow Agent shall release an additional Four Thousand Six Hundred Thirty and 49/100 Dollars (\$4,630.49) of the Escrow Deposit to Seller.

(e) If the Contract has not been terminated by 5:00 pm Central Time on May 30, 2024, Escrow Agent shall release an additional Four Thousand Six Hundred Thirty and 49/100 Dollars (\$4,630.49) of the Escrow Deposit to Seller. The portions of the Escrow Deposit released to Seller pursuant to subsections (b) through (e) hereof shall be referred to individually and collectively as the "Released Deposits".

(f) If Buyer fails to terminate the Contract and this Addendum prior to the expiration of the Feasibility Period, then, the Escrow Deposit, to the extent paid, shall be non-refundable to Buyer, except if Closing does not occur due to a default by Seller under the Contract or this Addendum, Seller's inability to deliver indefeasible title to the Property, or as otherwise expressly provided for in the Contract or this Addendum), and the Escrow Deposit shall be credited towards the Purchase Price at Closing, unless a party is in default under the Contract or this Addendum, in which case the Escrow Deposit, less the Independent Consideration referenced in Section 2(g) hereof, together with any interest accrued thereon, if any, shall be disbursed by Escrow Agent to

the appropriate party in accordance with the applicable provisions of the Contract and this Addendum. Notwithstanding the foregoing, the Released Deposits shall be non-refundable to Buyer 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.

(g) Section 7B(1) of the Contract is hereby amended to provide that in the event Buyer terminates the Contract within the Feasibility Period, the Escrow Deposit will be refunded to Buyer less \$100.00 that Seller will retain as independent consideration (the "Independent Consideration") for Buyer's unrestricted right to terminate.

3. Legal Description. Notwithstanding any contrary provision in the Contract or herein, if Buyer's Survey produces a legal description which includes land not described in the deed vesting title in Seller, Seller shall convey such excess parcel by a quitclaim deed without warranty.

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) Seller owns the Property and improvements thereon in fee simple, subject only to the Permitted Exceptions and the Leases (as hereinafter defined).

(d) Seller and its managing member are duly organized and validly existing under the laws of their respective jurisdictions of organization and are authorized to transact business in the State of Texas, with full power and authority to enter into and perform the Contract and this Addendum in accordance with their terms.

(e) There are no actions, suits or proceedings pending or, to the best of Seller's current actual knowledge, threatened against Seller or the Property.

(f) There are no condemnation or eminent domain proceedings pending or to the Seller's knowledge, threatened concerning the Property, and 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.

(g) 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, Seller has no knowledge of hazardous substances 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.

(h) 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.

(i) During the term of the Contract, Seller shall maintain (i) the Property in substantially the same condition as it is in on the Effective Date and (ii) all insurance policies, if any, for the Property as of the Effective Date in full force and effect through Closing.

(j) 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.

(k) 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 the Buyer's written consent, which consent may be withheld at Buyer's sole and absolute discretion.

(l) There are no leases, tenancies, or other rights of occupancy or use of any portion of the Property other than the leases listed on the rent roll attached hereto as Exhibit "A" (the "Leases"). Seller shall provide true and correct copies of all Leases to Buyer within three (3) days of the Effective Date. With respect to the Leases, (i) all of the information shown on the rent roll, including commencement dates, expiration dates, prepaid rent, monthly rental, security deposit, etc., is true and correct, (ii) Seller shall not enter into any new leases or modify, extend or renew any existing Lease except on a month-to-month term, without Buyer's consent, which consent may be withheld in Buyer's sole and absolute discretion, (iii) there are no defaults under any of the Leases by either party except as noted on Exhibit "A", (iv) there are no leasing commissions or similar payments or any unpaid tenant improvement allowances required to be made in connection with any of the Leases, and Seller shall indemnify, defend and hold Buyer harmless from and against any claims for same (the foregoing indemnification provision shall survive Closing), (v) Seller has handled all security deposits and other similar sums in accordance with all applicable statutory requirements, and shall indemnify, defend and hold Buyer harmless from and against any claims, liabilities or losses incurred by Buyer on account of Seller's failure to do so (the foregoing indemnification provision shall survive Closing); and (vi) Seller has paid any and all applicable sales and use taxes in connection with the ownership and operation of the Property and has filed all applicable reports and filings required in connection therewith, and Seller shall indemnify, defend and hold Buyer harmless from and against any claims, liabilities or losses incurred by Buyer on account of Seller's failure to do so (the foregoing indemnification provision shall survive Closing).

(m) Seller has not received any written order or notice of any governmental authority having jurisdiction over the Property which has not been previously fully complied with or cured. All requirements of all applicable laws, ordinances, rules, requirements and environmental rules of any governmental agency, body or subdivision thereof bearing on the Property have been complied with, and to Seller's knowledge there are no pending investigations or inquiries into the status of the Property's compliance with all governmental laws, including the environmental condition of the Property.

(n) Seller is not in default (and has committed no act that, with the passage of time and/or the giving of notice would be a default) under any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Seller is a party and which affects the Property.

(o) 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.

(p) There are no Open Permits or Code Violations (as hereinafter defined) which affect the Property which have resulted in any citation or written notice to Seller. As used herein "Code Violations" means violations of which Seller has received actual notice of pursuant to applicable laws, ordinances, rules, requirements, or zoning, building, fire or other codes of any governmental agency, body or subdivision thereof with respect to the Property, and "Open Permits" means any open permits with respect to the Property.

(q) 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 the best of 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.

(r) There are no contracts or agreements, such as maintenance, service, or utility contracts related specifically to the operation or maintenance of Property other than those listed in Exhibit "B" attached hereto (the "Property Agreements"). Seller shall provide copies of all Property Agreements to Buyer within three (3) days of the Effective Date. To Seller's current, actual knowledge, the copies of all Property Agreements delivered by Seller to Buyer pursuant to this Agreement are true and complete in all material respects. Seller has not sent or received any notice of a default under any of the Property Agreements which remains uncured or unresolved.

The representations contained in this Section 4 shall survive the Closing.

5. Governmental Approval Applications. Seller shall promptly, upon Buyer's request and provided Seller thereby assumes no liability or obligation and at no cost to Seller, join in



event of default by Seller under the Contract, and any event of default by Seller under the Contract shall be deemed an event of default by Hibbert under the Hibbert Contract.

(f) Seller shall cause all Property Agreements to be terminated at or prior to Closing, and Seller shall be responsible for any termination fees associated therewith, if any, which shall be paid at Closing and reflected on the Closing Statement, to the extent the amount of such fees are ascertainable at Closing, and if not ascertainable, Seller shall be responsible for paying all such amounts promptly following Closing, which obligation shall survive Closing. If Seller is unable to terminate any Property Agreement prior to the scheduled Closing Date, Buyer shall have the option, at its sole discretion, by providing written notice to Seller, to either (i) extend the Closing Date to the date that is seven (7) business days after Seller delivers to Buyer written evidence reasonably satisfactory to Buyer that all Property Agreements have been terminated, or (ii) proceed to Closing, in which event Seller shall assign the remaining Property Agreements to Buyer.

(g) Seller shall cause all Leases to be terminated and for all tenants to vacate the Property at or prior to Closing, and Seller shall be responsible for all fees associated therewith, if any, which shall be paid at Closing and reflected on the Closing Statement, to the extent the amount of such fees are ascertainable at Closing, and if not ascertainable, Seller shall be responsible for paying all such amounts promptly following Closing, which obligation shall survive Closing. If Seller is unable to cause any tenant to vacate the Property at or prior to the scheduled Closing Date, Buyer shall have the option, at its sole discretion, by providing written notice to Seller, to either (i) extend the Closing Date to the date that is seven (7) business days after Seller delivers to Buyer written evidence reasonably satisfactory to Buyer that all tenants have vacated the Property, or (ii) proceed to Closing, in which event Seller shall be required to holdback \$12,500 per occupied unit on the Property from Seller's proceeds (the "Holdback"), which Holdback shall be held in escrow by the Escrow Agent and used to pay the costs incurred by Buyer to remove tenants from the Property. Buyer may initially elect to extend Closing pursuant to option (i) of this subparagraph and subsequently elect option (ii) of this subparagraph at any time thereafter. Any portion of the Holdback not used by Buyer to remove tenants from the Property shall promptly be returned to Seller after all tenants have vacated the Property. If Buyer's costs incurred to remove the tenants exceed the Holdback, Seller shall immediately reimburse Buyer for such shortfall upon demand, which obligations shall survive Closing.

In addition to any rights or remedies that Buyer may be entitled to under the Contract and this Addendum, if (a) any of the Closing Conditions are not satisfied by the time specified above, or (b) Buyer shall have made a good faith determination that its application for TDHCA Financing will not be successful, then in any such event, Buyer shall have the right to terminate the Contract and this Addendum upon delivering written notice to Seller, and the Escrow Deposit (less the Independent Consideration and the Released Deposits, if any) shall be returned to Buyer and all further obligations of the parties hereunder shall terminate, except those that expressly survive termination hereof. With respect to Section 6(b) above, Buyer's inability to obtain TDHCA Financing and/or Tax Credits or withdrawal of its application for TDHCA Financing and/or Tax Credits shall not be a condition precedent to the return of the Escrow Deposit.

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 at 10:00

a.m. Central Time, or by mail, or at any other time mutually agreed to by the parties, on or before June 30, 2024 (the "Closing Date"). Buyer shall have the right to close this transaction prior to the then scheduled Closing Date. If Buyer elects to exercise such right, it will notify Seller of the earlier Closing Date at least ten (10) days prior to the new Closing Date. Buyer shall also have the right to extend the Closing Date (but to no later than November 30, 2024) by exercising up to five (5) 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 on or before the previously-scheduled Closing Date and deliver an extension fee in the amount of Four Thousand Six Hundred Thirty and 49/100 Dollars (\$4,630.49) ("Extension Fee") to Seller within three (3) business days following 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 Purchase Price for each Extension Fee paid to Seller.

8. Buyer Default. Section 15(A) of the Contract is hereby deleted in its entirety and the following inserted in their place and stead: In the event that Buyer is not entitled to terminate the Contract or this Addendum under any provision hereof and Seller is not in default in performance of the terms hereof, then in the event that Buyer should fail to consummate the transaction contemplated herein, fail to perform any of its obligations hereunder, or is otherwise in breach or default hereunder in any respect, including, but not limited to, being in breach of a representation or warranty, then Buyer shall be in default under the Contract and this Addendum and Seller may elect, as its sole and exclusive remedy, to terminate the Contract and this Addendum and retain the Escrow Deposit, including any Released Deposits, Extension Fees and Independent Consideration and any interest accrued thereon. Nothing contained herein shall be deemed to limit the obligations of Buyer or the remedies of Seller available at law or in equity with respect to a breach or a default by Buyer of any obligation hereunder to the extent that the Contract or this Addendum specifically provides that such obligation shall survive Closing or the earlier termination of the Contract and this Addendum.
9. Seller Default. Sections 15(B) and 15(C) of the Contract are hereby deleted in its entirety and the following inserted in their place and stead: In the event that Seller is not entitled to terminate the Contract or this Addendum under any provision hereof and Buyer is not in default in performance of the terms hereof, then in the event that Seller should fail to consummate the transaction contemplated herein, fail to perform any of its obligations hereunder, or is otherwise in breach or default hereunder 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 remedy, either to (i) terminate the Contract, this Addendum and the Hibbert Contract and (1) 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 equal to all out

of pocket costs and expenses incurred by Buyer in connection with the proposed acquisition and development of the Property and the property subject to the Hibbert Contract, or (ii) pursue an action for specific performance. Notwithstanding the foregoing, if Seller's default consists of a sale of the Property to a third party in violation of Buyer's rights under the Contract and this Addendum, Buyer shall have the right to pursue any legal remedy available at law or in equity. Nothing contained herein shall be deemed to limit the obligations of Seller or the remedies of Buyer available at law or in equity with respect to a breach or a default by Seller of any obligation hereunder to the extent that the Contract or this Addendum specifically provides that such obligation shall survive Closing or the earlier termination of the Contract and this Addendum.

10. Casualty. Section 16(A) of the Contract is hereby deleted in its entirety and the following inserted in its place and stead: The risk of loss or damage to the Property by reason of any casualty or other event prior to Closing shall be borne by Seller. If the Property is damaged prior to Closing, written notice thereof shall be delivered to Buyer within ten (10) days of such damage. Seller shall have no obligation to restore the Property to the condition existing prior to the casualty, but Seller shall, (i) at its sole cost and expense, remove the damaged improvements or otherwise secure them so that there are no violations of applicable codes, laws or ordinances pertaining to unsafe structures, and remediate any environmental hazards caused by the casualty or other damage; (ii) at Closing, assign to Buyer all of Seller's right, title and interest in and to any insurance proceeds related to the casualty or other damage (or if Seller receives such proceeds before Closing, Seller will credit the proceeds so received against the Purchase Price), and (iii) at Closing, credit the amount of any unpaid deductible under any policies for the casualty or other damage against the Purchase Price.
11. 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 Michael Levy of Mathias Partners whose commission shall be paid by Seller pursuant to a separate agreement. 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 11. The provisions of this Section 11 shall survive Closing or the earlier termination of the Contract and this Addendum.
12. Escrow Deposit
  - (a) The Escrow Deposit shall be held in escrow by the Title Company and paid over or disbursed according to the terms of the Contract and this Addendum (together, the "Agreement"), and, unless otherwise refunded pursuant to the terms of the Agreement, the Escrow Deposit shall be paid over and applied against the Purchase Price at Closing. The Escrow Deposit shall be deposited by the Title Company in an interest-bearing account. Any interest earned on the Escrow Deposit will be paid to the party that becomes entitled to the Escrow Deposit. Title Company shall have no responsibility for, nor shall Title Company be held liable for, any loss occurring which

arises from the fact that the amount of the Escrow Deposit may cause the aggregate amount of any depositor's accounts to exceed \$250,000 and that the excess amount is not insured by the Federal Deposit Insurance Corporation. Title Company shall not be responsible for any delay in the electronic wire transfer of funds.

(b) In the event of any disagreement between Buyer and Seller resulting in conflicting instructions to, or adverse claims or demands upon Title Company with respect to the release of the Escrow Deposit, Title Company shall refuse to comply with such instruction, claim or demand so long as such disagreement shall continue, and shall not release the Escrow Deposit. Title Company shall not be or become liable in any way to Buyer or Seller for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands, and it shall be entitled to continue so to refrain from acting until such conflicting or adverse demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by Buyer and Seller, or (b) shall have finally been determined in a court of competent jurisdiction in Travis County, Texas. Additionally, at its discretion Title Company may proceed with filing an interpleader action in Travis County, Texas. Upon depositing the Escrow Deposit with a court of competent jurisdiction in Travis County, Texas, Title Company shall be released from any further obligation, responsibility or liability under the Agreement and shall be entitled to seek reimbursement out of the Escrow Deposit for its costs and reasonable attorney's fees that are incurred in connection with filing the interpleader action. Title Company is not a trustee for any party for any purpose, and is merely acting as a depository and a ministerial capacity hereunder with the limited duties herein prescribed and has no responsibility in respect of any instructions, certificate or notice delivered to it or of the Escrow Deposit other than faithfully to carry out the obligations undertaken in the Agreement and to follow the directions in such instructions or notice provided in accordance with the terms hereof.

(c) The Seller and Buyer hereby agree to jointly and severally indemnify and hold harmless the Title Company from and against all costs, damages, judgment, attorney's fees, expenses, obligations, and liabilities of any kind or nature, which Title Company in good faith may incur or sustain in connection with serving as Title Company under this Agreement (collectively, the "Title Company Costs"), excluding any costs, damages, judgment, attorney's fees, expenses, obligations and liabilities arising from or as a result of a breach of this Agreement by Title Company, or the negligence of Title Company.

(d) The Title Company may resign as escrow agent hereunder by giving thirty (30) days written notice hereof to Buyer and Seller. Within ten (10) days after receipt of such notice, Buyer and Seller shall furnish to the Title Company written instructions for the release of the Escrow Deposit and corresponding escrow documents. If the Buyer and Seller fail to furnish the written instructions within the ten (10) day period, the Title Company may petition any court of competent jurisdiction for the appointment of a successor escrow agent and, upon such appointment, deliver the Escrow Deposit and corresponding escrow documents to such successor. By doing so, the Title Company shall not incur any liability to any party to this Agreement and shall be released from any further obligation, responsibility and liability under this Agreement. Furthermore, Title Company shall be entitled to be reimbursed out of the Escrow Deposit for its costs and reasonable attorney's fees that are incurred as a result of having to petition the court for the appointment of a successor.

13. Additional Due Diligence Documents. This Section 13 of this Addendum shall apply in the event that any improvements on the Property are occupied ("Occupied Improvements") on or after the Effective Date of the Contract but prior to Closing. In addition to any other documents or reports Seller is obligated to deliver to Buyer under the Agreement, Seller shall deliver to Buyer, no later than November 15, 2023, the following documents (collectively, the "Occupied Improvement Documents"):

(a) At least one of the following:

(i) Monthly operating statements for the Occupied Improvements for the immediately preceding twelve (12) months;

(ii) The two most recent consecutive annual operating statement summaries for the Occupied Improvements;

(iii) The most recent consecutive six months of operating statements and the most recent available annual operating summary for the Occupied Improvements; or

(iv) All monthly or annual operating summaries available for the Occupied Improvements; and

(b) a rent roll for the immediately preceding six (6) months, which discloses the terms and rate of each lease, rental rates offered at the date of the rent roll, the existing unit mix, and any vacant units.

Seller acknowledges that the Occupied Improvement Documents are required by TDHCA in connection with the TDHCA Financing, and Seller expressly permits Buyer to submit the Occupied Improvement Documents to TDHCA. Seller shall provide updated Occupied Improvement Documents as needed at the request of Buyer. Seller further acknowledges that in the event that there are Occupied Improvements on the Property, then, in connection with the TDHCA Financing, Buyer must provide notice and consult with the tenants ("Tenant Notice") of such Occupied Improvements pursuant to Tex. Govt. Code §2306.6705(6). Seller agrees to assist and cooperate with Seller to complete the required Tenant Notice, and agrees to cooperate with Buyer to provide the TDHCA a written explanation of the Tenant Notice process completed by Buyer and Seller.

14. Assignment and Assumption of Leases and Security Deposits. In the event that Buyer allows any Leases to remain in effect as of the Closing Date, then the parties will execute an Assignment and Assumption of Leases and Security Deposits, transferring the Leases and any security deposits thereunder to Buyer, provided, however, that Buyer may receive a closing credit from Seller for the amount of the unapplied security deposits held by Seller, if any, in lieu of transferring the security deposits. All rents collected under the Leases for the month of Closing shall be prorated as of the Closing Date. Seller shall retain title to all delinquent rents under the Leases as of the Closing Date (the "Delinquent Rents"). Seller shall have the right to collect such Delinquent Rents (including any rental assistance or subsidy for the period prior to Closing), at Seller's expense, from Tenants under Leases terminated before Closing and who no longer remain in possession of their leased premises at the Property as of the Closing Date. In no event may Seller seek to terminate a Tenant's

Lease or right to possession after the Closing Date or commence any suit or otherwise pursue a Tenant remaining in possession of its leased premises at the Property after Closing. For a period of ninety (90) days after Closing, Buyer shall include any Delinquent Rents in its ordinary billing process and promptly remit to Seller all such Delinquent Rents collected by Buyer after Closing pursuant to this Section 14; however, all Delinquent Rents that are received after the Closing Date from any Tenants, after paying Buyer any reasonable attorneys' fees, costs and expenses of collection thereof incurred by Buyer, shall be paid and applied in the following order of priority: (i) first, to Buyer for delinquent or current Rent due to Buyer relating to periods after the month in which the Closing occurs, (ii) second, to Buyer and Seller for rent due for the month of the Closing (apportioned between Seller and Buyer as of the day of the Closing based on the respective number of days of ownership of Seller and Buyer during the month of the Closing) and (iii) third, to Seller for Delinquent Rents due to Seller relating to periods prior to the month in which the Closing occurs. The provisions of this Section 14 shall survive the Closing.

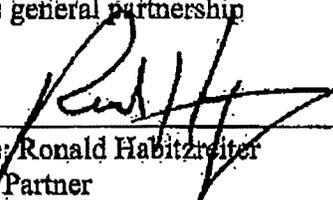
15. WAIVER OF JURY TRIAL. SELLER AND BUYER WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE CONTRACT OR THIS ADDENDUM OR THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THE CONTRACT AND THIS ADDENDUM. ANY SUCH DISPUTES SHALL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.
16. 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.
17. Headings. Headings in this Addendum are for convenience and reference only and shall not be used to interpret or construe its provisions.
18. 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.
19. 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.

[Signatures appear on following page]

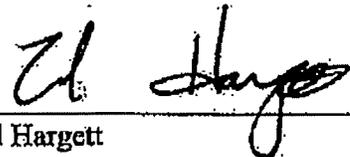
**IN WITNESS WHEREOF**, the parties hereto hereby execute this Addendum as of the Effective Date.

**SELLER:**

**RONALD HABITZREITER AND ED HARGETT DBA H & H PROPERTIES, a Texas general partnership**

By:   
Name: Ronald Habitzreiter  
Title: Partner

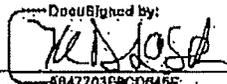
Date: 10-11-2023

By:   
Name: Ed Hargett  
Title: Partner

Date: 10-11-2023

**BUYER:**

**O-SDA INDUSTRIES, LLC, a Texas limited liability company, and/or assigns**

By:   
Name: Megan Lasch  
Title: Sole Member and Manager

Date: 11/2/2023

**EXHIBIT "A"**

**LEASES**

# H&H Properties Standard Commercial Lease

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**Attached Addenda:**

Addendum A Expense Reimbursement

***[Throughout this Lease, complete all blanks and check all boxes that apply. Blanks not completed and boxes not checked do not apply.]***

For good and valuable consideration, the parties to this Commercial Lease Agreement (the "Lease") agree as follows:

### ARTICLE ONE

#### DEFINED TERMS

As used in this Lease, the terms set forth in this Article One have the following meanings:

**1.01 Effective Date:** The last date beneath the signatures of Landlord and Tenant on this Lease.

**1.02 Landlord:** H&H Properties, a Texas general partnership  
**Address:** 1420 W. 51<sup>st</sup> Street  
Austin, Texas 78756  
**Telephone:** 512-474-2315 **Fax:** \_\_\_\_\_  
**Email:** ronhabitz@aof.com

**1.03 Tenant:** ATX Screen Printing LLC.  
**Address:** 4204 Medical Parkway  
Austin, Texas 78758  
**Telephone:** 512-454-6249 **Fax:** \_\_\_\_\_  
**Email:** Bfekman74@gmail.com

**1.04. Premises (include Suite or Unit No., if applicable):** \_\_\_\_\_  
4202 and 4204 Medical Parkway, Austin, Texas 78756

**A. Building Name:** n/a

**B. Street address:** 4202, and 4204 Medical Parkway

Austin, Texas 78756 in Travis County, Texas

**C. Legal description:** The property on which the Premises are situated is described as: SE 60X179.94 FT AV OF LOT 5 \*& NE7.5X130FT OF LOT 6 HANCOCK LEWIS SUBD a subdivision in Austin, Texas, according to the map or plat of record in the office of the County Clerk of Travis County, Texas

(the "Property"). The term "Property" includes the land described above, and any improvements on the land (including the Premises).

**D. Floor Plan or Site Plan:** Being a floor area of approximately 14,084 +/- square feet, on a land area of approximately \_\_\_\_\_ Acres.

**E. Tenant's Pro Rata Share:** 100 % [See Addendum "A", EXPENSE REIMBURSEMENT, if applicable].

**1.05 Term:** 16 months beginning on September 1, 2023 (the "Commencement Date") and ending December 31, 2024 (the "Expiration Date") unless terminated earlier pursuant to the Tenant termination right herein after. Rent for any partial month shall be prorated for the number of days utilized based on a 30-day month) Unless the context requires otherwise, references in this Lease to the "Term" include any renewal or extension of this Lease.

**1.06 Base Rent:** Base Rent for the Term is due and payable in monthly installments of \$6,993.00 per month in advance on the first day of each full month for the first four months. Commencing with January 1, 2024, the Base Rent shall increase to \$10,000.00 per month. Base Rent and all other sums due or payable by Tenant to Landlord under this Lease are collectively referred to in this Lease as the "Rent." Tenant has paid to Landlord an amount equal to the Security Deposit of \$666.66.

**1.07 Percentage Rental Rate:** n/a%. [See Addendum "B", PERCENTAGE RENTAL AND FINANCIAL REPORTS, if applicable].

**1.08 Security Deposit:** \$ 666.66 previously paid to Landlord by Tenant. [See Section 3.04]

**1.09 Permitted Use:** See Section 6.01] Screen printing, embroidery, and related services

**1.10 Party to whom Tenant is to deliver payments under this Lease** is the Landlord

**1.11 Exhibits and Addenda.** Any exhibit or addendum attached to this Lease (as indicated by the boxes checked below) is incorporated as a part of this Lease. Any term not specifically defined in an

Addendum will have the same meaning given to it in the body of this Lease. If any provisions in the body of this Lease conflict with the provisions of any Addendum, the Addendum will control.

Addendum A Expense Reimbursement

## ARTICLE TWO

### LEASE AND TERM

**2.01 Lease of Premises for Term.** Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord from September 1, 2023 until December 31, 2024. Notwithstanding any other term or provision of this Lease, it is agreed that the term of this Lease shall be as set forth in Section 1.05, provided, however, that Tenant shall have the right to terminate this lease at any time by giving no less than 60 days notice to Landlord, in writing.

**2.02 Delays in Commencement.** ~~Landlord will not be liable to Tenant if Landlord does not deliver possession of the Premises to Tenant on the Commencement Date of January 1, 2022. Landlord's non-delivery of possession of the Premises to Tenant on the Commencement Date will not affect this Lease or the obligations of Tenant under this Lease. However, the Commencement Date will be delayed until possession of the Premises is delivered to Tenant. The Term will be extended for a period equal to the delay in delivery of possession of the Premises to Tenant, plus the number of days necessary for the Term to expire on the last day of a month. If Landlord does not deliver possession of the Premises to Tenant within sixty (60) days after the Commencement Date of January 1, 2022, Tenant may cancel this Lease by giving a written notice to Landlord at any time after the 60-day period ends, but before Landlord actually delivers possession of the Premises to Tenant. If Tenant gives such notice, this Lease will be canceled effective as of the date of its execution, and no party will have any rights or obligations under this Lease. If Tenant does not give such notice within the time specified, Tenant will have no right to cancel this Lease, and the Term will commence upon the delivery of possession of the Premises to Tenant. If delivery of possession of the Premises to Tenant is delayed, Landlord and Tenant shall, upon such delivery, execute an amendment to this Lease setting forth the revised Commencement Date and Expiration Date of the Term.~~

**2.03 Early Occupancy.** If Tenant occupies the Premises before the Commencement Date, Tenant's occupancy of the Premises will be subject to all of the provisions of this Lease. Early occupancy of the Premises will not advance the Expiration Date. Unless otherwise provided in this Lease, Tenant shall pay Base Rent and all other charges specified in this Lease for the period of occupancy.

**2.04 Holding Over.** Tenant shall vacate the Premises immediately upon the expiration of the Term or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify Landlord against all damages incurred by Landlord as a result of any delay by Tenant in vacating the Premises. If Tenant does not vacate the Premises upon the expiration of the Term or earlier termination of this Lease, Tenant's occupancy of the Premises will be a day-to-day tenancy, subject to all of the terms of this Lease, except that the Base Rent during the holdover period will be increased to an amount that is one-and-one-half (1½) times the Base Rent in effect on the expiration or termination of this Lease, computed on a daily basis for each day of the holdover period, plus all additional sums due under this Lease. This Section will not be construed as Landlord's consent for Tenant to hold over or to extend this Lease.

## ARTICLE THREE

### RENT AND SECURITY DEPOSIT

**3.01 Manner of Payment.** Tenant shall pay the Rent to Landlord at the address set forth in Section 1.02, unless another person is designated in Section 1.10, or to any other party or address Landlord may designate in any written notice delivered to Tenant. Landlord may designate, in a written notice delivered to Tenant, the party authorized to receive Rent and act on behalf of Landlord to enforce this Lease. Any

such authorization will remain in effect until it is revoked by Landlord in a subsequent written notice delivered to Tenant. Any payments made to a third party designated by Landlord will be deemed made to Landlord when received by the designated third party. All sums payable by Tenant under this Lease, whether or not expressly denominated as Rent, will constitute rent for the purposes of Section 502(b)(6) of the Bankruptcy Code and for all other purposes.

**3.02 Time of Payment.** On September 1, 2023, Tenant shall pay the \$6,993.00 installment of Base Rent for the first month of the Term for which Base Rent is due. On or before the first day of the second month of the Term for which Base Rent is due, and on or before the first day of each month thereafter, the installment of Base Rent (\$6,993.00) and other sums due under this Lease will be due and payable, in advance, without off-set, deduction or prior demand. Tenant shall cause payments to be properly mailed or otherwise delivered so as to be actually received (and not merely deposited in the mail) by Landlord (or the party identified in Section 1.10, or any other third party designated by Landlord) on or before the due date. If the Term commences or ends on a day other than the first or last day of a calendar month, the rent for any partial calendar month following the Commencement Date or preceding the end of the Term will be prorated. Tenant shall pay any such prorated portion for a partial calendar month at the beginning of the Term on the Commencement Date. Tenant shall pay any such prorated portion for a partial calendar month at the end of the Term on the first day of that calendar month.

**3.03 Late Charges.** Tenant's failure to promptly pay sums due under this Lease may cause Landlord to incur unanticipated costs. The exact amount of those costs is impractical or extremely difficult to ascertain. The costs may include, but are not limited to, processing and accounting charges and late charges that may be imposed on Landlord by any ground lease or deed of trust encumbering the Premises. Payments due to Landlord under this Lease are not an extension of credit. Therefore, if any payment under this Lease is not actually received on or before the due date (and not merely deposited in the mail), Landlord may, at Landlord's option and to the extent allowed by applicable law, impose a Late Charge on any late payments in an amount equal to ten percent (10%) of the amount of the past due payment (the "Late Charge") after the payment is more than five days past due. A Late Charge may be imposed only once on each past due payment. Any Late Charge will be in addition to Landlord's other remedies for nonpayment of Rent. If any check tendered by Tenant under this Lease is dishonored for any reason, Tenant shall pay to Landlord a dishonored check fee of thirty dollars (\$30.00), plus (at Landlord's option) a Late Charge as provided above until Good Funds (defined below) are received by Landlord. The parties agree that any Late Charge and dishonored check fee represent a fair and reasonable estimate of the costs Landlord will incur by reason of the late payment or dishonored check. If there are any Late Charges, dishonored check fees, installments of Base Rent, and any other unpaid charges or reimbursements due to Landlord, then Landlord may apply any payments received from Tenant to any amounts due in any order Landlord may choose. Notwithstanding the foregoing, Landlord will not impose a Late Charge as to the first late payment in any calendar year, unless Tenant fails to pay the late payment to Landlord within three (3) business days after the delivery of a written notice from Landlord to Tenant demanding the late payment be paid. However, Landlord may impose a Late Charge without advance notice to Tenant on any subsequent late payment in the same calendar year.

**3.04 Security Deposit.** In addition to the installment of Base Rent due under Section 3.02, and in addition to any other amounts that are due from Tenant upon the execution of this Lease, Tenant has delivered to Landlord a Security Deposit in the amount stated in Section 1.08. Landlord may apply all or part of the Security Deposit to any unpaid Rent, and damages and charges for which Tenant is legally liable under this Lease, and damages and charges that result from a breach of this Lease, including but not limited to, the cost to cure Tenant's failure to comply with Section 7.05 and any other provision that requires Tenant to leave the Premises in a certain condition upon the expiration or termination of this Lease. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within ten (10) days after Landlord's written demand. Tenant's failure to restore the full amount of the Security Deposit within the time specified will be a default under this Lease. No interest will be paid on the Security Deposit. Landlord will not be required to keep the Security Deposit separate from its other accounts, and no trust relationship is created with respect to the Security Deposit. After the expiration of this Lease, Landlord shall refund the unused portion of the Security Deposit, if any, to Tenant within thirty (30) days after the date Tenant surrenders possession of the Premises and provides a written notice to Landlord of Tenant's

forwarding address for the purpose of refunding the Security Deposit. The provisions of this Section will survive the expiration or termination of this Lease.

**3.05 Good Funds Payments.** If any two or more payments by check from Tenant to Landlord for Rent are dishonored and returned unpaid, thereafter Landlord may, at Landlord's option, by the delivery of a written notice to Tenant, require that all future payments of Rent for the remaining Term of this Lease must be made by cash, certified check, cashier's check, official bank check, money order, wire transfer or automatic electronic funds transfer ("Good Funds"), and that the delivery of Tenant's personal or corporate check will no longer constitute payment of Rent under this Lease. Any acceptance by Landlord of a payment for Rent by Tenant's personal or corporate check thereafter will not be construed as a waiver of Landlord's right to insist upon payment by Good Funds as set forth in this Section.

## ARTICLE FOUR

### TAXES

**4.01 Payment by Tenant.** Tenant shall pay the real estate taxes on the Premises during the Term by delivering to the Landlord 1/12 of the annual ad valorem taxes at the same time for the payment of Base Rent. For 2022, the annual ad valorem taxes were \$31,955.64, yielding a monthly tax component of \$2,662.97.

**4.02 Improvements by Tenant.** If the real estate taxes levied against the Premises for the year in which the Term commences are increased as a result of any additions or improvements made by Tenant, or by Landlord at Tenant's request, Tenant shall pay to Landlord upon demand the amount of the increase and continue to pay the increase during the Term. Landlord shall use reasonable efforts to obtain from the tax assessor a written statement of the amount of the increase due to such additions or improvements.

**4.03 Joint Assessment.** If the real estate taxes are assessed against the Premises jointly with other property that is not part of the Premises, the real estate taxes applicable to the Premises will be equal to the amount bearing the same proportion to the aggregate assessment that the total square feet of building area in the Premises bears to the total square feet of building area included in the joint assessment. If there are no improvements on the Property, then land area will be used instead of building area.

**4.04 Personal Property Taxes.** Tenant shall pay all taxes assessed against trade fixtures, furnishings, equipment, inventory, products, or any other personal property belonging to Tenant. Tenant shall use reasonable efforts to have Tenant's property taxed separately from the Premises. If any of Tenant's property is taxed with the Premises, Tenant shall pay the taxes for Tenant's property to Landlord within fifteen (15) days after Tenant receives a written statement from Landlord for the property taxes.

**4.05 Waiver of Right to Protest Taxes.** Unless otherwise provided in this Lease: (i) Landlord retains the right to protest the tax assessment of the Property, and Tenant waives the right to protest; and (ii) Tenant waives Landlord's obligation to provide Tenant with a notice of the tax valuation of the Property.

## ARTICLE FIVE

### INSURANCE AND INDEMNITY

**5.01 Property Insurance.** During the Term, Tenant shall maintain insurance policies covering damage to the Premises in an amount or percentage of replacement value as Landlord deems reasonable in relation to the age, location, type of construction and physical condition of the Premises and the availability of insurance at reasonable rates. The policies will provide protection against risks and causes of loss that Landlord reasonably deems necessary. Landlord may, at Landlord's option, obtain insurance coverage for Tenant's fixtures, equipment and improvements in or on the Premises. Prior to Lease Commencement and occupancy, Tenant shall provide a certificate of insurance showing the insurance coverage then in effect. Tenant shall, at Tenant's expense, obtain and maintain insurance on Tenant's fixtures, equipment and improvements in or on the Premises as Tenant reasonably deems necessary to protect Tenant's interest.

Any property insurance carried by Tenant on the Premises shall name the Landlord as the Loss Payee and will name the Tenant as secondary payee. At the commencement, Tenant must deliver a Certificate of Insurance providing information regarding the coverage on the Premises. Alternatively, Tenant may pay the Landlord to continue the existing coverage held by Landlord at the rate of \$1,986.58 per month which coverage is acceptable to Landlord. Any partial month shall be pro-rated.

**5.02 Increases In Premiums.** Tenant shall not conduct or permit any operation or activity, or the storage or use any materials, in or around the Premises that would cause suspension or cancellation of any insurance policy carried by Landlord. If Tenant's use or occupancy of the Premises causes Landlord's insurance premiums to increase, then Tenant shall pay to Landlord, as additional Rent, the amount of the increase within ten days after Landlord delivers written evidence of the increase to Tenant.

**5.03 Liability Insurance.** During the Term, Tenant shall maintain a commercial general liability insurance policy, at Tenant's expense, insuring Tenant and Landlord against liability arising out of the use or occupancy of the Premises, and naming Landlord as an additional insured. The initial amounts of the insurance must be at least \$1,000,000 for Each Occurrence, \$2,000,000 General Aggregate per policy year, and \$5,000 Medical Expense. If Tenant's liability insurance coverage is less than \$3,000,000, then Tenant must also maintain a commercial liability umbrella policy in amount to provide a combination of liability insurance coverage to equal a \$3,000,000 total limit. The coverage amounts will be subject to periodic increases as Landlord may reasonably determine from time to time. The amounts of the insurance will not limit Tenant's liability or relieve Tenant of any obligation under this Lease. The policies must contain cross-liability endorsements and must insure Tenant's performance of the indemnity provisions of Section 5.04. The policies must contain a provision that prohibits cancellation or modification of the policy except upon thirty (30) days' prior written notice to Landlord. Tenant shall deliver a copy of the policy or certificate of insurance to Landlord before the Commencement Date and before the expiration of the policy during the Term. If Tenant fails to maintain the policy, Landlord may elect to maintain the insurance at Tenant's expense.

**5.04 Indemnify.** Landlord will not be liable to Tenant or to Tenant's employees, agents, invitees or visitors, or to any other person, for any injury to persons or damage to property on or about the Premises or any adjacent area owned by Landlord caused by the negligence or misconduct of Tenant, Tenant's employees, subcontractors, agents, licensees or concessionaires or any other person entering the Premises under express or implied invitation of Tenant, or arising out of the use of the Premises by Tenant and the conduct of Tenant's business, or arising out of any breach or default by Tenant in the performance of Tenant's obligations under this Lease. Tenant hereby agrees to defend, indemnify and hold Landlord harmless from any loss, expense or claims arising out of such damage or injury. Tenant will not be liable for any injury or damage caused by the negligence or misconduct of Landlord, or Landlord's employees or agents, and Landlord agrees to indemnify and hold Tenant harmless from any loss, expense or damage arising out of such damage or injury.

**5.05 Waiver of Subrogation.** Each party to this Lease waives any and every claim that arises or may arise in its favor against the other party during the Term of this Lease for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the Premises, to the extent the loss or damage is covered by and recoverable under valid and collectible insurance policies. These mutual waivers are in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties. Inasmuch as these mutual waivers will preclude the assignment of any such claim by way of subrogation to an insurance company (or any other person), each party agrees to immediately give to each insurance company that has issued an insurance policy to such party written notice of the terms of such mutual waivers, and to cause the policies to be endorsed to prevent the invalidation of the insurance coverage by reason of these waivers.

## ARTICLE SIX

### USE OF PREMISES

**6.01 Permitted Use.** Tenant may use the Premises only for the Permitted Use stated in Section 1.09. To Landlord's knowledge, the current use of the Premises conforms with all applicable laws. To the extent that the Premises do not comply with applicable law, Tenant may terminate this Lease.

**6.02 Compliance with Laws.** Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises, and will promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances and other activities in or upon, or connected with the Premises, all at Tenant's sole expense, including any expense or cost resulting from the construction or installation of fixtures and improvements or other accommodations for handicapped or disabled persons required for compliance with governmental laws and regulations, including but not limited to the Texas Architectural Barriers laws (Chapter 469 of the Texas Government Code and any successor statute) and the Americans with Disabilities Act (the "ADA"). To the extent any alterations to the Premises are required by the ADA or other applicable laws or regulations, Tenant shall bear the expense of the alterations. To the extent any alterations to areas of the Property outside the Premises are required by the ADA or other applicable laws or regulations (for "path of travel" requirements or otherwise), Landlord shall bear the expense of the alterations. Notwithstanding the above, if Tenant has not constructed any improvements on the Premises or altered the Premises so as to subject the Premises to governmental regulation, Tenant shall not be responsible for making any alterations required by law and Tenant may terminate this Lease if such alterations are required.

**6.03 Certificate of Occupancy.** If required, Tenant shall apply for Certificate of Occupancy from the municipality in which the Property is located before the Commencement Date, and obtain a Certificate of Occupancy before Tenant occupies the Premises. If Tenant is unable to obtain a Certificate of Occupancy after making an application and diligently pursuing it, then Tenant may terminate this Lease by delivering a written notice to Landlord, unless either Landlord or Tenant is willing and able to cure the defects that prevented the issuance of the Certificate of Occupancy. Either Landlord or Tenant may cure any such defects, at their own expense, including any repairs, replacements, or installations of any items that are not presently existing on the Premises, but neither of them have any obligation to do so (unless another provision of this Lease states otherwise). If Tenant delivers a written termination notice to Landlord under this Section, and then any defects are cured and a Certificate of Occupancy is issued within fifteen (15) days after Tenant delivered the notice, then this Lease will remain in force. References in this Lease to a "Certificate of Occupancy" mean a Certificate of Occupancy sufficient to allow the Tenant to occupy the Premises for the Permitted Use.

**6.04 Signs.** Without the prior written consent of Landlord, Tenant may not place any signs, ornaments, or other objects on the Premises or the Property, including but not limited to the roof or exterior of the building or other improvements on the Property, or paint or otherwise decorate or deface the exterior of the building or other improvements on the Property. Any signs installed by Tenant must conform to applicable laws, deed restrictions, and other applicable requirements. Tenant must remove all signs, decorations and ornaments at the expiration or termination of this Lease, and must repair any damage and close any holes caused by installation or removal.

**6.05 Utility Services.** Unless otherwise provided in this Lease, Tenant shall pay the cost of all utility services used for the Premises, including, but not limited to, initial connection charges and all charges for electricity, gas, water, sewer, storm water disposal, trash removal, telephone, Internet access and other communication services, and any other services that are commonly understood to be utilities, and the cost of replacing light bulbs and tubes. Unless otherwise required by law, Landlord is the party entitled to designate utility and telecommunication service providers to the Property and the Premises.

**6.06 Landlord's Access.** Landlord and Landlord's agents will have the right to, upon reasonable advance notice, and without unreasonably interfering with Tenant's business, enter the Premises: (a) to inspect the general condition and state of repair of the Premises, (b) to make repairs required or permitted under this Lease, (c) to show the Premises or the Property to any prospective tenant or purchaser, and (d) for any other reasonable purpose. If Tenant changes the locks on the Premises, Tenant must provide Landlord with a copy of each separate key upon Landlord's request. During the last one hundred fifty (150) days of the Term, Landlord and Landlord's agents may erect signs on or about the Premises advertising the Premises for lease or for sale.

**6.07 Possession.** If Tenant pays the Rent, properly maintains the Premises, and complies with all other terms of this Lease, Tenant may occupy and enjoy the Premises for the full Term, subject to the provisions of this Lease.

**6.08 Exemptions from Liability.** Landlord will not be liable for any damage to the business (including any loss of income), goods, inventory, furnishings, fixtures, equipment, merchandise or other property of Tenant, Tenant's employees, invitees or customers, or for any injury to Tenant or Tenant's employees, invitees, customers or any other person in or about the Premises, whether the damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or wind; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising on or about the Premises or other portions of the Property, or from other sources or places; or (d) any act or omission of any other occupant of the Property. The provisions of this Section will not, however, exempt Landlord from liability for Landlord's gross negligence or willful misconduct.

## ARTICLE SEVEN

### PROPERTY CONDITION, MAINTENANCE, REPAIRS AND ALTERATIONS

**7.01 Property Condition.** Except as disclosed in writing by Landlord to Tenant before the execution of this Lease, to the best of Landlord's actual knowledge: (i) the Premises have no known latent structural or construction defects of a material nature; and (ii) none of the improvements to the Premises have been constructed with materials known to be a potential health hazard to occupants of the Premises. Unless otherwise expressly set forth in this Lease, Landlord represents that on the Commencement Date (and for a period of thirty (30) days thereafter): (a) the fixtures and equipment serving the Premises are in good operating condition, including the plumbing, electrical and lighting systems, any fire protection sprinkler system, the heating, ventilation and air-conditioning ("HVAC") systems and equipment, the roof, skylights, doors, overhead doors, windows, dock levelers and elevators; and (b) the interior of the Premises is in good condition. Tenant will have a period of thirty (30) days after the Commencement Date to inspect the Premises and notify Landlord in writing of any defects and maintenance, repairs or replacements required to the above-named fixtures, equipment and interior. Within a reasonable period of time after the timely receipt of any such written notice from Tenant, Landlord shall, at Landlord's expense, correct the defects and perform the maintenance, repairs and replacements.

**7.02 Acceptance of Premises.** Tenant has inspected, or has had an opportunity to inspect, the Premises, before the execution of this Lease. Tenant has determined that the Premises may be used for the Permitted Use. Subject to the provisions in Section 7.01, and any other express obligations of Landlord in this Lease to construct any improvements, make repairs, or correct defects, Tenant agrees to accept the Premises in "AS IS" condition and with all faults (other than latent defects). To the extent permitted by applicable law, Tenant waives any implied warranties of Landlord as to the quality or condition of the Premises or the Property, or as to the fitness or suitability of the Premises or the Property for any particular use.

**7.03 Maintenance and Repairs.** Landlord will not be required to perform any maintenance or repairs, or management services, in the Premises, except as otherwise provided in this Lease. Tenant will be fully responsible, at Tenant's expense, for all maintenance and repairs, and management services, other than those that are expressly set forth in this Lease as Landlord's responsibility. Tenant shall not be required to make any repairs in excess of \$1,000.00. In no event will Tenant be required to make any capital improvement.

#### A. Landlord's Obligations.

- 1) Subject to the provisions of Article Eight (Damage or Destruction) and Article Nine (Condemnation) and any addendum hereto and except for damage caused by any act or omission of Tenant, Landlord shall keep the roof, skylights, foundation, structural components and the structural portions of exterior walls of the Premises in good order, condition and repair.

Landlord will not be obligated to maintain or repair windows, doors, overhead doors, plate glass or the surfaces of walls. In addition, Landlord will not be obligated to make any repairs under this Section until a reasonable time after receipt of written notice from Tenant of the need for repairs. If any repairs are required to be made by Landlord, Tenant shall, at Tenant's sole cost and expense, promptly remove Tenant's furnishings, fixtures, inventory, equipment and other property, to the extent required to enable Landlord to make repairs. Landlord's liability under this Section will be limited to the cost of those repairs or corrections. Tenant waives the benefit of any present or future law that might give Tenant the right to repair the Premises at Landlord's expense or to terminate this Lease because of the condition.

- 2) All repairs, maintenance, management and other services to be performed by Landlord or Landlord's agents involve the exercise of professional judgment by service providers, and Tenant expressly waives any claims against Landlord for breach of warranty arising from the performance of those services.

## **B. Tenant's Obligations.**

- 1) Subject to the provisions of Section 7.01, Section 7.03, Section 7.03A, Article Eight (Damage or Destruction) and Article Nine (Condemnation), Tenant shall, at all times, keep all other portions of the Premises in good order, condition and repair (except for normal wear and tear), including, but not limited to, maintenance, repairs and all necessary replacements of the windows, plate glass, doors, overhead doors, HVAC equipment, electrical and lighting systems, fire protection sprinkler system, dock levelers, elevators, interior and exterior plumbing, the interior and exterior of the Premises in general, pest control and extermination, down spouts, gutters, paving, railroad siding, care of landscaping and regular mowing of grass. In addition, Tenant shall, at Tenant's expense, repair any damage to any portion of the Property, including the roof, skylights, foundation, or structural components and exterior walls of the Premises, caused by Tenant's acts or omissions. If Tenant fails to maintain and repair the Property as required by this Section, Landlord may, on ten (10) days' prior written notice, enter the Premises and perform the maintenance or repair on behalf of Tenant, except that no notice is required in case of emergency, and, subject to the limits contained herein, Tenant shall reimburse Landlord immediately upon demand for all costs incurred in performing the maintenance or repair, plus a reasonable service charge.
- 2) **HVAC Service.** For any HVAC system that services only the Premises, Tenant shall, at Tenant's own cost and expense, service all such HVAC systems and equipment during the Term.

**7.04 Alterations, Additions and Improvements.** Tenant may not create any openings in the roof or exterior walls without the prior written consent of Landlord. Tenant may not make any alterations, additions required to obtain the Landlord's prior written consent for non-structural alterations, additions or improvements that do not cost more than \$5,000 and that do not modify or affect the roof, plumbing, HVAC systems or electrical systems. Consent for non-structural alterations, additions or improvements in excess of \$5,000 or that modify or affect plumbing, HVAC systems or electrical systems will not be unreasonably withheld, conditioned or delayed by Landlord. Tenant may erect or install trade fixtures, shelves, bins, machinery, HVAC systems, and refrigeration equipment, provided that Tenant complies with all applicable governmental laws, ordinances, codes, and regulations. At the expiration or termination of this Lease, Tenant may, subject to the restrictions of Section 7.05, remove items installed by Tenant, provided Tenant is not in default at the time of the removal and Tenant repairs, in a good and workmanlike manner, any damage caused by the installation or removal. Tenant shall pay for all costs incurred or arising out of alterations, additions or improvements in or to the Premises and will not permit any mechanic's or materialman's lien to be filed against the Premises or the Property. Upon request by Landlord, Tenant shall deliver to Landlord proof of payment, reasonably satisfactory to Landlord, of all costs incurred or arising out of any alterations, additions or improvements.

**7.05 Condition upon Termination.** Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord broom clean with all of Tenant's equipment and fixtures removed. All

alterations, additions and improvements that Tenant does not remove will become Landlord's property upon the expiration or termination of this Lease. In no event may Tenant remove any of the following items without Landlord's prior written consent: (i) electrical wiring or power panels; (ii) lighting or lighting fixtures; (iii) wall coverings, drapes, blinds or other window coverings; (iv) carpets or other floor coverings; (v) HVAC equipment; (vi) plumbing equipment; (vii) fencing or gates; or (viii) any fixtures, equipment or other items that, if removed, would affect the operation or the appearance of the Property. However, Tenant may remove Tenant's trade fixtures, equipment used in Tenant's business, and personal property. The provisions of this Section will survive the expiration or termination of this Lease.

## ARTICLE EIGHT

### DAMAGE OR DESTRUCTION

**8.01 Notice.** If any buildings or other improvements situated on the Property are damaged or destroyed by fire, flood, windstorm, tornado or other casualty, Tenant shall immediately give written notice of the damage or destruction to Landlord.

**8.02 Partial Damage.** If the Premises are damaged by fire, tornado or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within one hundred twenty (120) days after the date Landlord receives written notification from Tenant of the occurrence of the damage, then this Lease will not terminate, but Landlord shall proceed with reasonable diligence to rebuild or repair the Premises (other than leasehold improvements made by Tenant or any assignee, subtenant or other occupant of the Premises) to substantially the condition they were in before the damage. To the extent the Premises cannot be occupied (in whole or in part) after the casualty, the Rent payable under this Lease during the period the Premises cannot be fully occupied will be adjusted equitably. If the casualty occurs during the last eighteen (18) months of the Term, Landlord will not be required to rebuild or repair the damage unless Tenant exercises Tenant's renewal option (if any) within fifteen (15) days after the date Landlord receives written notification of the occurrence of the damage. If the casualty occurs during the last eighteen (18) months of the Term and Tenant does not so exercise Tenant's renewal option, or if there is no renewal option in this Lease, Landlord or Tenant may, at either party's option, terminate this Lease by promptly delivering a written termination notice to the other, in which case the Rent will be abated for the unexpired portion of the Term, effective on the date Landlord received written notification of the damage.

**8.03 Substantial or Total Destruction.** If the Premises are substantially or totally destroyed by fire, tornado, or other casualty, or so damaged that rebuilding or repairs cannot reasonably be completed within one hundred twenty (120) days after the date Landlord receives written notification from Tenant of the occurrence of the damage, either Landlord or Tenant may terminate this Lease by promptly delivering a written termination notice to the other party, in which event the monthly installments of Rent will be abated for the unexpired portion of the Term, effective on the date of the damage or destruction. If neither party promptly terminates this Lease, Landlord shall proceed with reasonable diligence to rebuild and repair the Premises (except that Tenant shall rebuild and repair Tenant's fixtures and improvements in the Premises). To the extent the Premises cannot be occupied (in whole or in part) after the casualty, the Rent payable under this Lease during the period the Premises cannot be fully occupied will be adjusted equitably.

## ARTICLE NINE

### CONDEMNATION

If, during the Term, all or a substantial part of the Premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain, or are conveyed to the condemning authority under threat of condemnation, this Lease will terminate and the monthly installments of Rent will be abated during the unexpired portion of the Term, effective on the date of the taking. If less than a substantial part of the Premises is taken for public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or is conveyed to the condemning authority under threat of condemnation, Landlord, at Landlord's option, may terminate this Lease by delivering a written notice to Tenant. If Landlord does not terminate this Lease, Landlord shall promptly, at Landlord's expense, restore and reconstruct the Premises (other than leasehold improvements made by Tenant or any assignee,

subtenant or other occupant of the Premises) in order to make the Premises reasonably suitable for the Permitted Use. The Rent payable under this Lease during the unexpired portion of the Term will be adjusted equitably. If there is a taking of the Property that has a material, adverse effect on the operation of Tenant's business in the Premises, then the Rent will be adjusted equitably. Landlord and Tenant will each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceeding. The termination of this Lease will not affect the rights of the parties to those awards.

## ARTICLE TEN

### ASSIGNMENT AND SUBLETTING

Tenant may not assign this Lease or sublet the Premises or any portion thereof, without the prior written consent of Landlord, which consent will not be unreasonably withheld or delayed. Any assignment or subletting will be expressly subject to all terms and provisions of this Lease, including the provisions of Section 6.01 pertaining to the use of the Premises. In the event of any assignment or subletting, Tenant will remain fully liable for the full performance of all of Tenant's obligations under this Lease. Tenant may not assign Tenant's rights under this Lease or sublet the Premises without first obtaining a written agreement from the assignee or sublessee whereby the assignee or sublessee agrees to assume the obligations of Tenant under this Lease and to be bound by the terms of this Lease. If a Default occurs while the Premises is assigned or sublet, Landlord may, at Landlord's option, in addition to any other remedies provided in this Lease or by law, collect directly from the assignee or subtenant all rents becoming due under the terms of the assignment or subletting and apply the rents against any sums due to Landlord under this Lease. No direct collection by Landlord from any assignee or subtenant will release Tenant from Tenant's obligations under this Lease.

## ARTICLE ELEVEN

### DEFAULT AND REMEDIES

**11.01 Default.** Each of the following events is a default under this Lease (a "Default"):

- A. Failure of Tenant to pay any installment of the Rent or other sum payable to Landlord under this Lease on the date that it is due, and the continuance of that failure for a period of five (5) days after Landlord delivers written notice of the failure to Tenant. This clause will not be construed to permit or allow a delay in paying Rent beyond the due date and will not affect Landlord's right to impose a Late Charge as permitted in Section 3.03;
- B. Failure of Tenant to comply with any term, condition or covenant of this Lease, other than the payment of Rent or other sum of money, and the continuance of that failure for a period of thirty (30) days after Landlord delivers written notice of the failure to Tenant;
- C. Failure of Tenant or any guarantor of Tenant's obligations under this Lease to pay its debts as they become due or an admission in writing of inability to pay its debts, or the making of a general assignment for the benefit of creditors;
- D. The commencement by Tenant or any guarantor of Tenant's obligations under this Lease of any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property;
- E. The commencement of any case, proceeding or other action against Tenant or any guarantor of Tenant's obligations under this Lease seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors.

or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and Tenant or any guarantor: (i) fails to obtain a dismissal of such case, proceeding, or other action within sixty (60) days of its commencement; or (ii) converts the case from one chapter of the Federal Bankruptcy Code to another chapter, or (iii) is the subject of an order of relief that is not fully stayed within seven (7) business days after the entry thereof; and

- F. Vacancy or abandonment by Tenant of any substantial portion of the Premises or cessation of the use of the Premises for the purpose leased.

**11.02 Remedies.** Upon the occurrence of any Default listed in Section 11.01, Landlord may pursue any one or more of the following remedies without any prior notice or demand.

- A. Landlord may terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord may, without prejudice to any other remedy that Landlord may have for possession of the Premises or Rent in arrears, enter upon and take possession of the Premises and expel Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for any claim for damages due to the termination of this Lease or termination of possession. Tenant shall pay to Landlord on demand the amount of all Rent and loss and damage Landlord may suffer by reason of the termination or inability to relet the Premises up to the date of termination, in addition to any other liabilities that survive the termination of this Lease.
- B. Landlord may enter upon and take possession of the Premises, without terminating this Lease and without being liable for any claim for damages due to termination of possession, and expel Tenant and any other person who may be occupying the Premises or any part thereof. Landlord may relet the Premises and receive rent from the new occupant. Tenant agrees to pay to Landlord monthly, or on demand from time to time, any deficiency that may arise by reason of any such reletting. In determining the amount of the deficiency, professional service fees, reasonable attorneys' fees, court costs, remodeling expenses and other costs of reletting will be subtracted from the amount of rent received from the new occupant.
- C. Landlord may enter upon the Premises, without terminating this Lease and without being liable for any claim for damages due to such entry, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to pay Landlord on demand for expenses that Landlord incurs in performing Tenant's obligations under this Lease, together with interest thereon at the rate of twelve percent (12%) per annum from the date spent until paid.
- D. Landlord may sue Tenant for damages for breach of this Lease after Tenant's Default and abandonment of the Premises, or after Landlord terminates Tenant's possession and Tenant vacates the Premises, in which case the measure of damages is the sum of: (i) the unpaid Rent up to the date of the abandonment or vacancy, plus (ii) the difference between the Rent for the remainder of the Term after abandonment or vacancy, and the fair market rental value of this Lease for the remainder of the Term after abandonment or vacancy, such difference to be discounted to present value at a rate equal to the rate of interest that is allowed by law in the State of Texas when the parties to a contract have not agreed on any particular rate of interest (or, in the absence of such law, at the rate of six percent (6%) per annum). Neither the enforcement or collection by Landlord of those amounts nor the payment by Tenant of those amounts will constitute a waiver by Landlord of any breach, existing or in the future, of any of the terms or provisions of this Lease by Tenant or a waiver of any rights or remedies that the Landlord may have with respect to any breach.
- E. In addition to the foregoing remedies, Landlord may change or modify the locks on the Premises if Tenant fails to pay the Rent when due. Landlord will not be obligated to provide another key to Tenant or allow Tenant to regain entry to the Premises unless and until Tenant pays Landlord all Rent that is delinquent. Tenant agrees that Landlord will not be liable for any damages resulting to the Tenant from the lockout. When Landlord changes or modifies the locks, Landlord or Landlord's agent shall post a written notice in accordance with Section 93.002 of the Texas Property Code, or

its successor statute. Tenant may be subject to legal liability if Tenant or Tenant's representative tampers with any lock after the locks have been changed or modified.

- F. No re-entry or taking possession of the Premises by Landlord will be construed as an election to terminate this Lease, unless a written notice of that intention is given to Tenant. Notwithstanding any reentry, taking possession or reletting, Landlord may, at any time thereafter, elect to terminate this Lease for a previous Default. Pursuit of any of the foregoing remedies will not preclude pursuit of any other remedies provided by law, nor will pursuit of any remedy provided in this Lease constitute a forfeiture or waiver of any Rent due to Landlord under this Lease or of any damages accruing to Landlord by reason of the violation of any of the provisions in this Lease. Failure of Landlord to declare any Default immediately upon its occurrence, or failure to enforce one or more of Landlord's remedies, or forbearance by Landlord to enforce one or more of Landlord's remedies upon a Default, will not be deemed to constitute a waiver of any of Landlord's remedies for any Default. Pursuit of any one of the remedies will not preclude pursuit by Landlord of any of the other remedies provided in this Lease. The loss or damage that Landlord may suffer by reason of a Default by Tenant under this Lease, or the deficiency from any reletting, will include the expense of taking possession and any repairs performed by Landlord after a Default by Tenant. If Landlord terminates this Lease at any time for any Default, in addition to other Landlord's remedies, Landlord may recover from Tenant all damages Landlord may incur by reason of the Default, including the cost of recovering the Premises and the Rent then remaining unpaid.
- G. Nothing in this Lease will be construed as imposing any duty upon Landlord to relet the Premises. Landlord will have no duty to mitigate Landlord's damages except as required by applicable law. Any duty imposed by law on Landlord to mitigate damages after a Default by Tenant will be satisfied if Landlord undertakes to lease the Premises to another tenant (a "Substitute Tenant") in accordance with the following criteria:
- 1) Landlord will have no obligation to solicit or entertain negotiations with any other prospective tenant for the Premises until Landlord obtains full possession of the Premises including, without limitation, the final and unappealable legal right to relet the Premises free of any claim of Tenant;
  - 2) Landlord will not be obligated to lease or show the Premises on a priority basis, or offer the Premises to a prospective tenant when other space in the Property suitable for the prospective tenant's use is (or soon will be) available;
  - 3) Landlord will not be obligated to lease the Premises to a Substitute Tenant for an amount less than the current fair market rent then prevailing for similar uses in comparable buildings in the same market area as the Property, nor will Landlord be obligated to enter into a new lease under other terms and conditions that are unacceptable to Landlord under Landlord's then current leasing policies for comparable space in the Property;
  - 4) Landlord will not be obligated to enter into a lease with a Substitute Tenant whose use would:
    - (i) violate any restriction, covenant, or requirement contained in the lease of another tenant of the Property;
    - (ii) adversely affect the reputation of the Property; or
    - (iii) be incompatible with other uses of the Property.
  - 5) Landlord will not be obligated to enter into a lease with any Substitute Tenant that does not have, in Landlord's reasonable opinion, sufficient financial resources to pay the Rent under the new lease and operate the Premises in a first class manner; and
  - 6) Landlord will not be required to spend any amount of money to alter, remodel, or otherwise make the Premises suitable for use by a proposed Substitute Tenant unless:

- (i) Tenant pays any such sum to Landlord in advance of Landlord's execution of a lease with the Substitute Tenant (which payment will not be in lieu of any damages or other sums to which Landlord may be entitled as a result of Tenant's Default under this Lease); or
- (ii) Landlord, in Landlord's reasonable discretion, determines that any such expenditure is financially justified in connection with entering into a lease with the Substitute Tenant.

H. No right or remedy of Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy will be cumulative and in addition to any other right or remedy now or hereafter existing under this Lease, at law, in equity or by statute. Landlord will not be liable for any damages resulting to Tenant from any right or remedy exercised by Landlord, regardless of the cause, even if it is caused by the sole, joint or concurrent negligence of Landlord.

I. If Landlord repossesses the Premises, the Lease will terminate on the earlier of (i) one year from the Commencement Date, or (ii) sixty (60) days after Landlord repossesses the Premises.

**11.03 Notice of Default.** Tenant shall give written notice of any failure by Landlord to perform any of Landlord's obligations under this Lease to Landlord and to any ground lessor, mortgagee or beneficiary under any deed of trust encumbering the Premises whose name and address have been furnished to Tenant in writing. Landlord will not be in default under this Lease unless Landlord (or the ground lessor, mortgagee or beneficiary) fails to cure the nonperformance within thirty (30) days after receipt of Tenant's notice. However, if the nonperformance reasonably requires more than thirty (30) days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is thereafter diligently pursued to completion.

**11.04 Limitation of Landlord's Liability.** As used in this Lease, the term "Landlord" means only the current owner or owners of the fee title to the Premises, or the leasehold estate under a ground lease of the Premises, at the time in question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during the time such Landlord owns such title or estate. Any Landlord who transfers its title, estate or other interest is relieved of all liability with respect to the obligations of Landlord under this Lease accruing on or after the date of the transfer, and Tenant agrees to recognize the transferee as Landlord under this Lease. However, each Landlord shall deliver to its transferee the Security Deposit held by Landlord, to the extent the Security Deposit has not then been applied under the terms of this Lease.

## ARTICLE TWELVE

### LANDLORD'S CONTRACTUAL LIEN

~~In addition to the statutory Landlord's Lien, Tenant hereby grants to Landlord a security interest to secure payment of all Rent and other sums of money becoming due under this Lease from Tenant, upon all inventory, goods, wares, equipment, fixtures, furniture and all other personal property of Tenant situated in or on the Premises, together with the proceeds from the sale thereof. Tenant may not remove such property without the consent of Landlord until all Rent in arrears and other sums then due to Landlord under this Lease have been paid. Upon the occurrence of a Default, Landlord may, in addition to any other remedies provided in this Lease or by law, enter upon the Premises and take possession of any and all goods, wares, equipment, fixtures, furniture and other personal property of Tenant situated in or on the Premises without liability for trespass or conversion, and sell the property at public or private sales, with or without having the property at the sale, after giving Tenant reasonable notice of the time and place of any such sale. Unless otherwise required by law, notice to Tenant of the sale will be deemed sufficient if given in the manner prescribed in this Lease at least ten (10) days before the time of the sale. Any public sale made under this Article will be deemed to have been conducted in a commercially reasonable manner if held on the Premises or where the property is located, after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county where the Premises is located for five (5) consecutive days before the date of the sale. Landlord or its assigns may purchase at a public sale and, unless prohibited by law, at a private sale. The~~

proceeds from any disposition pursuant to this Article, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorneys' fees and expenses), will be applied as a credit against the indebtedness secured by the security interest granted in this Article. Any surplus will be paid to Tenant or as otherwise required by law, and Tenant shall promptly pay any deficiencies. Landlord is authorized to file a financing statement to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provisions of the Texas Business and Commerce Code in effect in the State of Texas. Provided Tenant is not in default under any of the terms of this Lease, upon written request by Tenant, Landlord shall deliver a written subordination of Landlord's statutory and contractual liens to any liens and security interests securing any institutional third party financing of Tenant. Landlord shall not unreasonably withhold or delay the delivery of Landlord's written subordination.

## ARTICLE THIRTEEN

### PROTECTION OF LENDERS

**13.01 Subordination and Attornment.** Landlord may subordinate this Lease to any future ground Lease, deed of trust or mortgage encumbering the Premises, and advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Landlord's right to subordinate is subject to Landlord providing Tenant with a written Subordination, Non-disturbance and Attornment Agreement from the ground lessor, beneficiary or mortgagee wherein Tenant's right to peaceable possession of the Premises during the Term will not be disturbed if Tenant pays the Rent and performs all of Tenant's obligations under this Lease and is not otherwise in default, in which case Tenant shall attorn to the transferee of or successor to Landlord's interest in the Premises and recognize the transferee or successor as Landlord under this Lease. Tenant's rights under this Lease are subordinate to any existing ground lease, deed of trust or mortgage encumbering the Premises. However, if any ground lessor, beneficiary or mortgagee elects to have this Lease be superior to its ground lease, deed of trust or mortgage and gives Tenant written notice thereof, then this Lease will be deemed superior to the ground lease, deed of trust or mortgage whether this Lease is dated prior or subsequent to the date of the ground lease, deed of trust or mortgage or the date of recording thereof.

**13.02 Signing of Documents.** Tenant shall sign and deliver any document that may be requested to evidence any attornment or subordination, or any agreement to attorn or subordinate, as long as the document is consistent with the provisions of Section 13.01. If Tenant fails to do so within ten (10) days after a written request, Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact to execute and deliver the attornment or subordination document.

#### 13.03 Estoppel Certificates.

- A. Upon Landlord's written request, Tenant shall execute and deliver to Landlord a written statement certifying: (1) whether Tenant is an assignee or subtenant; (2) the Expiration Date of this Lease; (3) the number of renewal options under this Lease and the total period of time covered by the renewal option(s); (4) that none of the terms or provisions of this Lease have been changed since the original execution of this Lease, except as shown on attached amendments or modifications; (5) that no default by Landlord exists under the terms of this Lease (or if Landlord is claimed to be in default, stating why); (6) that Tenant has no claim against Landlord under this Lease and has no defense or right of offset against collection of Rent under this Lease; (7) the amount and date of the last payment of Rent; (8) the amount of any Security Deposit and other deposits, if any; and (9) the identity and address of any guarantor of this Lease. Tenant shall deliver the statement to Landlord within ten (10) days after Landlord's request. Landlord may forward any such statement to any prospective purchaser or lender of the Premises. The purchaser or lender may rely conclusively upon the statement as true and correct.
- B. If Tenant does not deliver the written statement to Landlord within the ten (10) day period, Landlord, and any prospective purchaser or lender, may conclusively presume and rely upon the following facts: (1) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (2) that this Lease has not been terminated except as otherwise

represented by Landlord; (3) that not more than one monthly installment of Base Rent and other charges have been paid in advance; (4) there are no claims against Landlord nor any defenses or rights of offset against collection of Rent; and (5) that Landlord is not in default under this Lease. In such event, Tenant will be stopped from denying the truth of the presumed facts.

## ARTICLE FOURTEEN

### ENVIRONMENTAL REPRESENTATIONS AND INDEMNITY

**14.01 Tenant's Compliance with Environmental Laws.** Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of Federal, State, county and municipal authorities pertaining to Tenant's use of the Property and with the recorded covenants, conditions and restrictions, regardless of when they become effective, including, without limitation, all applicable Federal, State and local laws, regulations or ordinances pertaining to air and water quality, Hazardous Materials (as defined in Section 14.05), waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and with any direction of any public officer or officers, pursuant to law, which impose any duty upon Landlord or Tenant with respect to the use or occupancy of the Property.

**14.02 Tenant's Indemnification.** Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept or used in or about the Property by Tenant, or Tenant's agents, employees, contractors or invitees without the prior written consent of Landlord, other than consistent with prior uses of the Premises and then in compliance with all applicable laws. If the presence of Hazardous Materials on the Property caused or permitted by Tenant results in contamination of the Property or any other property, or if contamination of the Property or any other property by Hazardous Materials otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Property, damages for the loss or restriction on use of rentable or unusable space or of any amenity or appurtenance of the Property, damages arising from any adverse impact on marketing of building space or land area, sums paid in settlement of claims, reasonable attorneys' fees, court costs, consultant fees and expert fees) that arise during or after the Term as a result of the contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial work, removal or restoration work required by any Federal, State or local government agency because of Hazardous Materials present in the soil or ground water on or under the Property. Without limiting the foregoing, if the presence of any Hazardous Materials on the Property (or any other property) caused or permitted by Tenant results in any contamination of the Property, Tenant shall promptly take all actions at Tenant's sole expense as are necessary to return the Property to the condition existing prior to the introduction of any such Hazardous Materials, provided that Landlord's approval of such actions is first obtained.

**14.03 Landlord's Representations.** Landlord represents, to the best of Landlord's actual knowledge, that: (i) any handling, transportation, storage, treatment or usage of Hazardous Materials that has occurred on the Property to date has been in compliance with all applicable Federal, State, and local laws, regulations and ordinances; and (ii) no leak, spill, release, discharge, emission or disposal of Hazardous Materials has occurred on the Property to date and that the soil or groundwater on or under the Property is free of Hazardous Materials as of the Commencement Date, unless expressly disclosed by Landlord to Tenant in writing.

**14.04 Landlord's Indemnification.** Landlord hereby indemnifies, defends and holds Tenant harmless from any claims, judgments, damages, penalties, fines, costs, liabilities, (including sums paid in settlements of claims) or loss, including, without limitation, reasonable attorneys' fees, court costs, consultant fees, and expert fees, which arise during or after the Term of this Lease from or in connection with the presence or suspected presence of Hazardous Materials in the soil or groundwater on or under the Property, unless the Hazardous Material is released by Tenant or is present as a result of the negligence or willful conduct of Tenant. Without limiting the generality of the foregoing, the indemnification provided by this Section will

specifically cover costs incurred in connection with any investigation of site conditions or any clean-up, remedial work, removal or restoration work required by any Federal, State or local governmental authority.

**14.05 Definition.** For purposes of this Lease, the term "Hazardous Materials" means any one or more pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent or oil as defined in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Clean Water Act, as amended, the Water Pollution Control Act, as amended, the Solid Waste Disposal Act, as amended, or any other Federal, State or local environmental law, regulation, ordinance, or rule, whether existing as of the date of this Lease or subsequently enacted.

**14.06 Survival.** The representations and indemnities contained in this Article Fourteen will survive the expiration or termination of this Lease.

## ARTICLE FIFTEEN

### MISCELLANEOUS AND ADDITIONAL PROVISIONS

**15.01 Disclosure.** Tenant agrees to make all necessary and appropriate inquiries and to use diligence in investigating the Premises and the Property before signing this Lease.

**15.02 Force Majeure.** If performance by Landlord of any term, condition or covenant in this Lease is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of Landlord, the period for performance of the term, condition or covenant will be extended for a period equal to the period Landlord is so delayed or prevented.

**15.03 Interpretation.** The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular will include the plural and the plural will include the singular, and the masculine, feminine and neuter genders will each include the other.

**15.04 Waivers.** Any waivers of any provisions of this Lease must be in writing and signed by the waiving party. Landlord's delay or failure to enforce any provisions of this Lease or Landlord's acceptance of late installments of Rent will not be a waiver and will not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a check from Tenant or in a letter accompanying a check will be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate, cash, or endorse the check without being bound to the conditions of any such statement.

**15.05 Severability.** A determination by a court of competent jurisdiction that any provision of this Lease is invalid or unenforceable will not invalidate the remainder of that provision or any other provision of this Lease, which will remain in full force and effect.

**15.06 Joint and Several Liability.** All parties signing this Lease as Tenant will be jointly and severally liable for all obligations of Tenant. Tenant will be responsible for the conduct, acts and omissions of Tenant's agents, employees, customers, contractors, invitees, agents, successors or others using the Premises with Tenant's express or implied permission.

**15.07 Amendments or Modifications.** This Lease is the only agreement between the parties pertaining to the lease of the Premises and no other agreements are effective unless made a part of this Lease. All amendments to this Lease must be in writing and signed by all parties.

**15.08 Notices.** All notices and other communications required or permitted under this Lease must be in writing and will be deemed delivered, whether actually received or not, on the earlier of: (i) actual receipt if delivered in person or by messenger with evidence of delivery; or (ii) receipt of an electronic facsimile transmission ("Fax") with confirmation of delivery; or (iii) upon deposit in the United States Mail as required below. Notices may be transmitted by Fax to the Fax telephone numbers specified in Article One of this Lease, if any. Notices delivered by mail must be deposited in the U.S. Postal Service, certified mail, return



**15.15 Consult an Attorney. This Lease is an enforceable, legally binding agreement. Read it carefully. By executing this Lease, Landlord and Tenant each agree to the provisions contained in this Lease.**

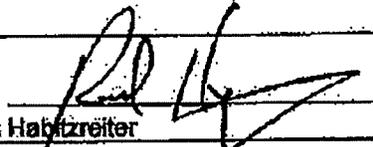
**15.16 Existing Lease Recognized. To the extent Landlord sells the Premises during the Term, such sale shall be subject to the terms of this Lease and the provisions set forth herein.**

This Lease has been executed as of the Effective Date.

**LANDLORD:**

H&H Properties

By (Signature):



Name: Ronald Habitzreiter

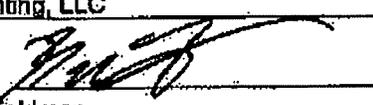
Title: RHAB, LLC General Partner

Date of Execution: \_\_\_\_\_

**TENANT:**

ATX Screen Printing, LLC

By (Signature):



Name: Brian Feldman

Title: Managing Member

Date of Execution: \_\_\_\_\_

Attached Addenda:

Addendum A Expense Reimbursement

## ADDENDUM "A" TO LEASE

### EXPENSE REIMBURSEMENT

Address of the Premises: 4204 Medical Parkway, Austin, Texas 78756

1. **Expense Reimbursement.** Tenant shall pay as additional Rent a portion of the following expenses (collectively the "Reimbursement") that are incurred by or assessed against the Premises *[check all boxes that apply]*:

- Real Estate Taxes (defined in Section 4.a. below);
- Insurance Premiums (defined in Section 4.b. below);
- ~~Common Area Maintenance (CAM) Expenses (defined in Section 4.c. below);~~
- Operating Expenses (defined in Section 4.d. below);
- ~~Roof and Structural Maintenance Expenses (defined in Section 4. f. below); and~~
- Utilities (defined in Section 4. e. below)

2. **Expense Reimbursement Limitations.** The amount of Tenant's Reimbursement will be determined by one of the following methods as described below *[check only one]*:

- Net Lease Provisions (defined in Section 8 below).

3. **Expense Reimbursement Payments.** Tenant agrees to pay any end-of-year lump sum Reimbursement within thirty (30) days after receiving an invoice from Landlord. Tenant's Pro Rata Share of all reimbursements is 100%. Tenant may audit or examine those items of expense in Landlord's records that relate to Tenant's obligations under this Lease. Landlord shall promptly refund to Tenant any Overpayment that is established by an audit or examination.

4. **Definitions.**

- a. **Real Estate Taxes.** "Real Estate Taxes" means all general real estate taxes, ad valorem taxes, general and special assessments, parking surcharges, rent taxes, franchise taxes, margin taxes, and other similar governmental charges levied against or applicable to the Property for each calendar year.
- b. **Insurance Premiums.** "Insurance Premiums" means all insurance premiums attributable to the Property as set forth in the Lease.
- ~~c. **Common Area Maintenance Expenses.** "Common Area Maintenance Expenses" (or "CAM") means all costs of maintenance, inspection and repairs of the Common Areas of the Property, including, but not limited to, those costs for security, lighting, painting, cleaning, decorations and fixtures, Utilities, ice and snow removal, trash disposal, project signs, pest control, project promotional expenses, property owners' association dues, wages and salary costs of maintenance personnel, and other expenses benefiting all the Property that may be incurred, including sales taxes. The term "Common Areas" is defined as that part of the Property including, but not limited to, the parking areas, driveways, loading areas, landscaping, gutters and downspouts, plumbing, electrical systems, HVAC systems, exterior walls, sidewalks, mats, promenades (enclosed or otherwise), meeting rooms, doors, windows, corridors and public rest rooms. CAM does not include the cost of capital improvements, the cost of management office equipment and furnishings, depreciation on Landlord's original investment, the cost of tenant improvements, real estate brokers' fees, advertising of space for lease, or interest or depreciation on capital investments.~~

- d. **Operating Expenses.** "Operating Expenses" means all costs of ownership, maintenance, repairs and operation of the Property, including but not limited to Real Estate Taxes, Insurance Premiums, CAM Expenses, Janitorial, and Utilities. Operating Expenses do not include the cost of capital improvements, the cost of management office equipment and furnishings, depreciation on Landlord's original investment, the cost of tenant improvements, real estate brokers' fees, advertising of space for lease, or interest or depreciation on capital investments.
- e. **Utilities.** "Utilities" means charges for electricity, gas, water, sewer, storm water disposal, trash removal, telephone, Internet access and other communication services, and any other services that are commonly understood to be utilities, including initial connection charges.
- f. ~~**Roof and Structural Maintenance Expenses** means all costs of maintenance repair and replacement of the roof, roof deck, flashings, skylights, foundation, floor slabs, structural components and the structural soundness of the building in general.~~

LANDLORD'S INITIALS     RH     TENANT'S INITIALS     BF

**EXHIBIT "B"**  
**PROPERTY AGREEMENTS**

NONE



### COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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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: William Andrew Hibbert III

Address: 130 Indian Springs Trce, Dripping Springs, TX 78620

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mobile: \_\_\_\_\_ Fax or Other: \_\_\_\_\_

Buyer: O-SDA Industries, LLC, its successors and/or assigns

Address: 5501-A Balcones Dr. #302, Austin, TX 78731

Phone: (512)383-5470 E-mail: megan@o-sda.com

Mobile: \_\_\_\_\_ Fax or Other: lisa@saigebrook.com

2. **PROPERTY:**

A. "Property" means that real property situated in Travis County, Texas at 4208 & 4210 Medical Pkwy, Austin, TX 78756 (address) and that is legally described on the attached Exhibit A or as follows:

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

- (1) all buildings, improvements, and fixtures;
  - (2) 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;
  - (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
  - (4) Seller's interest in all licenses and permits related to the Property;
  - (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
  - (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
  - (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: \_\_\_\_\_
- Any personal property not included in the sale must be removed by Seller prior to closing.

(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.)

(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

- A. Cash portion payable by Buyer at closing ..... \$ 2,845,839.55
- B. Sum of all financing described in Paragraph 4 ..... \$ \_\_\_\_\_
- C. Sales price (sum of 3A and 3B) ..... \$ 2,845,839.55

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and Buyer

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Commercial Contract - Improved Property concerning 4208 & 4210 Medical Pkwy, Austin, TX 78756

**4. FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- A. ~~Third Party Financing:~~ One or more third party loans in the total amount of \$ \_\_\_\_\_ This contract:

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

- B. ~~Assumption:~~ In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ \_\_\_\_\_
- C. ~~Seller Financing:~~ Buyer will deliver a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ \_\_\_\_\_

**5. EARNEST MONEY:** <sup>business</sup> See Addendum to Commercial Contract - Improved Property

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$13,423.77 as earnest money with Stewart Title of Austin, LLC (title company) at 901 S. MoPac Expwy, Bldg III, Ste 100, Austin, TX 78746 (address) Mandy Dean-Knotts (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ 16,108.53 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) 3 business days after Buyer's right to terminate under paragraph 7B expires
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

**6. TITLE POLICY, SURVEY, AND UCC SEARCH:** See Addendum to Commercial Contract - Improved 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  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.

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Commercial Contract - Improved Property concerning 4208 & 4210 Medical Pkwy, Austin, TX 78756

**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/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer \_\_\_\_\_ (insert amount) of the cost of the survey at closing, if closing occurs.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company,  Seller  Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party \_\_\_\_\_ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

**C. UCC Search:**

- (1) Within \_\_\_\_\_ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- (2) Buyer does not require Seller to furnish a UCC search.

**D. Buyer's Objections to the Commitment, Survey, and UCC Search:**

- (1) Within \_\_\_\_\_ days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object 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 to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) 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

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*[Handwritten Signature]*

and Buyer

*[Handwritten Signature]*

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~~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 6D 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: N/A

B. Feasibility Period: Buyer may terminate this contract for any reason ~~within~~ <sup>on or before</sup> January 31, 2024 ~~days after the effective date~~ (feasibility period) by providing Seller written notice of termination.

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

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

(b) Not later than 3 days after the effective date, Buyer must pay \$ \_\_\_\_\_ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of \_\_\_\_\_ days by delivering \$ \_\_\_\_\_ to the title company as additional earnest money.

(a) \$ \_\_\_\_\_ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:

(i) The additional independent consideration,

(ii) (Check no boxes or only one box.)

all or  \$ \_\_\_\_\_ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

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If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.
- (3) 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.
- (4) 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:

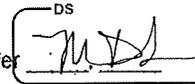
- (1) Delivery of Property Information: Within 14 days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession: *(Check all that apply.)*
  - (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
  - (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
  - (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
  - (d) 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;
  - (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
  - (f) copies of current utility capacity letters from the Property's water and sewer service provider;
  - (g) copies of all current warranties and guaranties relating to all or part of the Property;
  - (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
  - (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
  - (j) a copy of the "as-built" plans and specifications and plat of the Property;
  - (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
  - (l) a copy of Seller's income and expense statement for the Property from \_\_\_\_\_ to \_\_\_\_\_;
  - (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;

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- (n) real and personal property tax statements for the Property for the previous 2 calendar years;
- (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from \_\_\_\_\_ to \_\_\_\_\_; and
- (p) copies of any other documents in Seller's reasonable possession or control relating to the Property

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting 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 non-occupancy of the leased premises by a tenant;
- (4) any advance sums paid by a tenant under any lease;
- (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

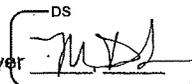
B. Estoppel Certificates: Within \_\_\_\_\_ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than \_\_\_\_\_ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version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

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**9. BROKERS:**

A. The brokers to this sale are:

Principal Broker: Captex Commercial Properties

Cooperating Broker: Mathias Partners

Agent: Bill Oates

Agent: Michael Levy

Address: 13279 Pond Springs Rd. #1

Address: 3880 Stoneridge Rd, Bldg E, Ste. 104

Austin, Texas 78729

Austin, TX 78746

Phone & Fax: (512)527-9600

Phone & Fax: (512)637-6957

E-mail: boates@captex.com

E-mail: mlevy@mathiaspartners.com

License No.: 480922

License No.: 602940

Principal Broker: (Check only one box)

Cooperating Broker represents Buyer.

- represents Seller only.
- represents Buyer only.
- is an intermediary between Seller and Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

- (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.
- (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:

Cooperating Broker a total cash fee of:

3.000 % of the sales price.

3.000 % of the sales price.

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

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

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

**10. CLOSING:**

A. The date of the closing of the sale (closing date) will be on or before the later of:

(1)  \_\_\_\_\_ days after the expiration of the feasibility period.

June 30, 2024 (specific date).

See Addendum to Commercial Contract - Improved Property

(2) 7 days after objections made under Paragraph 6D 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.

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Michael Levy

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Phone: 5126376957 Fax:

4208/4210 Medical

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- C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a  general  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 Uniform Commercial Code 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) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
  - (3) an assignment of all leases to or on the Property;
  - (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
    - (a) licenses and permits;
    - (b) service, utility, maintenance, management, and other contracts; and
    - (c) warranties and guaranties;
  - (5) a rent roll current on the day of the closing certified by Seller as true and correct;
  - (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
  - (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
  - (8) 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 the issuance of the title policy, all of which must be completed and executed 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 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.

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**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 - Improved 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 and any bill of sale;
  - (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 fees of any deed of trust;
  - (3) recording fees for the deed and any deed of trust;
  - (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
  - (5) one-half of any escrow fee; and
  - (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 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.

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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(4) which Seller may pursue, or

(Check if applicable)

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

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

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

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

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

**16. CASUALTY LOSS AND CONDEMNATION:**

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:

- (1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
- (2) extend the time for performance up to 15 days and closing will be extended as necessary; or
- (3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

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

- (1) 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 under Paragraph 7B(1), will be refunded to Buyer; or
- (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) 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.

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Initialed for Identification by Seller

and Buyer

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Commercial Contract - Improved Property concerning 4208 & 4210 Medical Pkwy, Austin, TX 78756

**18. ESCROW:**

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- 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 disbursement 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 to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

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

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
  - (1) any subsurface structures, pits, waste, springs, or improvements;
  - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
  - (3) any environmental hazards or conditions that materially affect the Property;
  - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
  - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
  - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
  - (7) any threatened or endangered species or their habitat on the Property;
  - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
  - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;

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and Buyer [Signature]

Commercial Contract - Improved Property concerning 4208 & 4210 Medical Pkwy, Austin, TX 78756

- (10) any material physical defects in the improvements on the Property; or
- (11) any condition on the Property that violates any law or ordinance.

*(Describe any exceptions to (1)-(11) 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, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed 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. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
  - (1) Property Description Exhibit Identified in Paragraph 2;
  - (2) Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946);
  - (3) Commercial Contract Financing Addendum (TXR-1931);
  - (4) Commercial Property Condition Statement (TXR-1408);
  - (5) Commercial Contract Addendum for Special Provisions (TXR-1940);
  - (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906);
  - (7) Notice to Purchaser of Real Property in a Water District (MUD);
  - (8) Addendum for Coastal Area Property (TXR-1915);
  - (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
  - (10) Information About Brokerage Services (TXR-2501);
  - (11) Information About Mineral Clauses in Contract Forms (TXR-2509);
  - (12) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID);
  - (13) Addendum to Commercial Contract - Improved Property

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

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Initialed for identification by Seller

and Buyer

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Michael Levy

Produced with Lorie Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwol.com](http://www.lwol.com)

Phone: 5126376957

Fax:

4208/4210 Medical

Commercial Contract - Improved Property concerning 4208 & 4210 Medical Pkwy, Austin, TX 78756

E. Buyer  may  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 of Buyer's obligations under this contract.

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

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

25. **ADDITIONAL NOTICES:**

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

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

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

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

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

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

G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract (*the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906) may be used*).

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and Buyer

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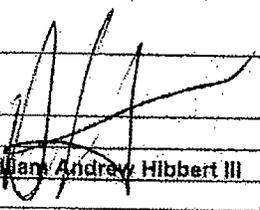
- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, 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. **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."
- J. **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- K. **LICENSE HOLDER DISCLOSURE:** Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: \_\_\_\_\_

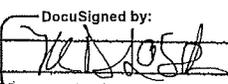
**26. CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on October 27, 2023, the offer will lapse and become null and void.

**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: William Andrew Hibbert III

O-SDA Industries, LLC, its successors and/or  
Buyer: assigns

By: \_\_\_\_\_  
By (signature):   
Printed Name: William Andrew Hibbert III  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
By (signature):   
Printed Name: Megan D. Lasch  
Title: Sole Member and Sole Manager

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

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

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Commercial Contract - Improved Property concerning 4208 & 4210 Medical Pkwy, Austin, TX 78756

**AGREEMENT BETWEEN BROKERS**

*(use only if Paragraph 9B(1) is effective)*

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

\$ \_\_\_\_\_, or  
 \_\_\_\_\_ % of the sales price, or  
 \_\_\_\_\_ % of the Principal Broker's fee.

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

Principal Broker: \_\_\_\_\_ Cooperating Broker: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

**ATTORNEYS**

Seller's attorney: \_\_\_\_\_

Buyer's attorney: Robert Cheng

Address: \_\_\_\_\_

Address: 200 S. Biscayne Blvd., Ste. 4100

Phone & Fax: \_\_\_\_\_

Phone & Fax: (305)415-9083

E-mail: \_\_\_\_\_

E-mail: rcheng@shutts.com

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

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

the title company sends to Seller.  
 Buyer sends to Seller.

the title company sends to Buyer.  
 Seller sends to Buyer.

**ESCROW RECEIPT**

The title company acknowledges receipt of:

A. the contract on this day November 2, 2023 (effective date);  
 B. earnest money in the amount of \$ 13423.77 in the form of Wire  
on November 3, 2023.

Title company: Stewart Title of Austin, LLC

Address: 901 S MoPac Expy, Bldg 3, Ste 100  
Austin, TX 78746

By: Cat Sanders for Mandy Dean-Knotts

Phone & Fax: 512-472-9231 / 512-472-3101

Assigned file number (GF#): 2176066

E-mail: mandy.deann@stewart.com  
evie.thomas@stewart.com

*e*

**EXHIBIT A**

**4208 MEDICAL PKWY (PID 219796)**

Lot 1, HIBBERT ADDITION, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 88, Page 308, Plat Records of Travis County, Texas.

**4210 MEDICAL PKWY (PID 219789)**

Lot 2, HIBBERT ADDITION, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 88, Page 308, Plat Records of Travis County, Texas.

**ADDENDUM TO COMMERCIAL CONTRACT - IMPROVED PROPERTY**

(4208 and 4210 Medical Parkway)

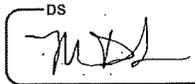
**THIS ADDENDUM TO COMMERCIAL CONTRACT - IMPROVED PROPERTY** (this "Addendum") is by and between **WILLIAM ANDREW HIBBERT, III** ("Seller"), whose office address is 130 Indian Springs Trace, Dripping Springs, Texas 78620, and **O-SDA INDUSTRIES, LLC**, a Texas limited liability company, its successors and/or assigns ("Buyer"), whose office address is 5501-A Balcones Drive, #302, Austin, Texas 78731. The effective date of this Addendum shall be the date that this Addendum is fully executed by Seller and Buyer (the "Effective Date").

WHEREAS, Seller and Buyer are parties to that certain Commercial Contract - Improved Property of even date herewith (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 sole 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 a title insurance company selected by Buyer (the "Title Company") and (ii) a survey of the Property (the "Survey").
  - (b) Buyer shall, no later than the end of the Feasibility Period, notify Seller in writing specifying any objections to matters shown on the Title Commitment or the Survey (the "Title Objections"). Any matters 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 Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all 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 this Contract is terminated, in which case the Escrow Deposit (less the Independent Consideration) shall be refunded to Buyer. If Buyer does not terminate this Contract as provided in this paragraph, then at or before Closing Seller must cure the Title Objections that Seller has agreed to cure and Buyer shall be deemed to have waived any remaining Title Objections.
  - (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 elected, or is deemed to have elected, to cure pursuant to Section 1(b) hereof, (ii) any mortgages, deeds of

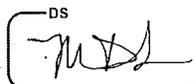
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trust or judgment liens, (iii) construction liens and other liens (other than the lien of real estate taxes and assessments not yet due and payable) concerning the Property provided for by statute, code or ordinance, or created by express grant in writing by Seller, 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 ten (10) days following receipt of same Buyer objects in writing to any matters shown on the Title Update that were not shown on the Title Commitment or the Survey, such matters shall be deemed Title Objections and the provisions of subparagraph (b) and (c) above shall apply to those matters.

2. Earnest Money.

- (a) Within three (3) business days following the Effective Date, Buyer shall deposit as an earnest money deposit, the sum of Thirteen Thousand Four Hundred Twenty-Three and 77/100 Dollars (\$13,423.77) (the "Initial Deposit") with the Title Company (the "Escrow Agent").
- (b) If the Contract has not been terminated by the expiration of the Feasibility Period, then within three (3) business days following the expiration of the Feasibility Period, Buyer shall deposit as an additional earnest money deposit, the sum of Sixteen Thousand One Hundred Eight and 53/100 Dollars (\$16,108.53) (the "Second Deposit", and together with the Initial Deposit, the "Escrow Deposit") with the Escrow Agent, and Escrow Agent shall release Two Thousand Six Hundred Eighty-Four and 75/100 Dollars (\$2,684.75) of the Escrow Deposit to Seller.
- (c) If the Contract has not been terminated by 5:00 pm Central Time on March 15, 2024, Escrow Agent shall release an additional Two Thousand Six Hundred Eighty-Four and 75/100 Dollars (\$2,684.75) of the Escrow Deposit to Seller.
- (d) If the Contract has not been terminated by 5:00 pm Central Time on April 30, 2024, Escrow Agent shall release an additional Five Thousand Three Hundred Sixty-Nine and 51/100 Dollars (\$5,369.51) of the Escrow Deposit to Seller.
- (e) If the Contract has not been terminated by 5:00 pm Central Time on May 30, 2024, Escrow Agent shall release an additional Five Thousand Three Hundred Sixty-Nine and 51/100 Dollars (\$5,369.51) of the Escrow Deposit to Seller. The portions of the Escrow Deposit released to Seller pursuant to subsections (b) through (e) hereof shall be referred to individually and collectively as the "Released Deposits".
- (f) If Buyer fails to terminate the Contract and this Addendum prior to the expiration of the Feasibility Period, then, the Escrow Deposit, to the extent paid, shall be non-refundable to Buyer, except if Closing does not occur due to a default by Seller under the Contract or this Addendum, Seller's inability to deliver indefeasible title to the Property, or as otherwise expressly provided for in the Contract or this Addendum), and the Escrow Deposit shall be credited towards the Purchase Price at Closing, unless a party is in default under the Contract or this Addendum, in which case the Escrow Deposit, less the Independent Consideration referenced in Section 2(g) hereof, together with any interest accrued thereon, if any, shall be disbursed by Escrow Agent to

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the appropriate party in accordance with the applicable provisions of the Contract and this Addendum. Notwithstanding the foregoing, the Released Deposits shall be non-refundable to Buyer 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.

(g) Section 7B(1) of the Contract is hereby amended to provide that in the event Buyer terminates the Contract within the Feasibility Period, the Escrow Deposit will be refunded to Buyer less \$100.00 that Seller will retain as independent consideration (the "Independent Consideration") for Buyer's unrestricted right to terminate.

3. Legal Description. Notwithstanding any contrary provision in the Contract or herein, if Buyer's Survey produces a legal description which includes land not described in the deed vesting title in Seller, Seller shall convey such excess parcel by a quitclaim deed without warranty.

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.

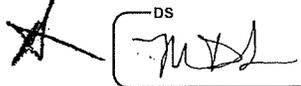
(c) Seller owns the Property and improvements thereon in fee simple, subject only to the Permitted Exceptions and the Leases (as hereinafter defined).

(d) Seller and its managing member are duly organized and validly existing under the laws of their respective jurisdictions of organization and are authorized to transact business in the State of Texas, with full power and authority to enter into and perform the Contract and this Addendum in accordance with their terms.

(e) There are no actions, suits or proceedings pending or, to the best of Seller's current actual knowledge, threatened against Seller or the Property.

(f) There are no condemnation or eminent domain proceedings pending or to the Seller's knowledge, threatened concerning the Property, and 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.

(g) 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, Seller has no knowledge of hazardous substances 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.

 A handwritten signature and initials are present. The signature is written in black ink and appears to be "MJD". Above the signature, the letters "DS" are printed. To the left of the signature, there is a handwritten mark that looks like a star or a stylized 'X'.

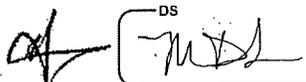
- (h) Neither the execution and delivery of the Contract or this Addendum by Seller, nor the consummation by Seller of the transactions contemplated hereby, will (i) require Seller to file or register with, notify, or obtain any permit, authorization, consent, or approval of any person or entity (including 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.
- (i) During the term of the Contract, Seller shall maintain (i) the Property in substantially the same condition as it is in on the Effective Date and (ii) all insurance policies, if any, for the Property as of the Effective Date in full force and effect through Closing.
- (j) 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.
- (k) 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 the Buyer's written consent, which consent may be withheld at Buyer's sole and absolute discretion.
- (l) There are no leases, tenancies, or other rights of occupancy or use of any portion of the Property other than the leases listed on the rent roll attached hereto as **Exhibit "A"** (the "Leases"), all of which are month-to-month tenancies, terminable by the landlord thereunder on not more than thirty (30) days' prior written notice. Seller shall provide true and correct copies of all Leases to Buyer within three (3) days of the Effective Date. With respect to the Leases, (i) all of the information shown on the rent roll, including commencement dates, expiration dates, prepaid rent, monthly rental, security deposit, etc., is true and correct, (ii) Seller shall not enter into any new leases or modify, extend or renew any existing Lease except on a month-to-month term, without Buyer's consent, which consent may be withheld in Buyer's sole and absolute discretion, (iii) there are no defaults under any of the Leases by either party except as noted on **Exhibit "A"**, (iv) there are no leasing commissions or similar payments or any unpaid tenant improvement allowances required to be made in connection with any of the Leases, and Seller shall indemnify, defend and hold Buyer harmless from and against any claims for same (the foregoing indemnification provision shall survive Closing), (v) Seller has handled all security deposits and other similar sums in accordance with all applicable statutory requirements, and shall indemnify, defend and hold Buyer harmless from and against any claims, liabilities or losses incurred by Buyer on account of Seller's failure to do so (the foregoing indemnification provision shall survive Closing); and (vi) Seller has paid any and all applicable sales and use taxes in connection with the ownership and operation of the Property and has filed all applicable reports and filings required in connection therewith, and Seller shall indemnify, defend and hold Buyer harmless from and against any claims, liabilities or losses incurred by Buyer on account of Seller's failure to do so (the foregoing indemnification provision shall survive Closing).



- (m) Seller has not received any written order or notice of any governmental authority having jurisdiction over the Property which has not been previously fully complied with or cured. All requirements of all applicable laws, ordinances, rules, requirements and environmental rules of any governmental agency, body or subdivision thereof bearing on the Property have been complied with, and to Seller's knowledge there are no pending investigations or inquiries into the status of the Property's compliance with all governmental laws, including the environmental condition of the Property.
- (n) Seller is not in default (and has committed no act that, with the passage of time and/or the giving of notice would be a default) under any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Seller is a party and which affects the Property.
- (o) 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.
- (p) There are no Open Permits or Code Violations (as hereinafter defined) which affect the Property which have resulted in any citation or written notice to Seller. As used herein "Code Violations" means violations of which Seller has received actual notice of pursuant to applicable laws, ordinances, rules, requirements, or zoning, building, fire or other codes of any governmental agency, body or subdivision thereof with respect to the Property, and "Open Permits" means any open permits with respect to the Property.
- (q) 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 the best of 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.
- (r) There are no contracts or agreements, such as maintenance, service, or utility contracts related specifically to the operation or maintenance of Property other than those listed in **Exhibit "B"** attached hereto (the "Property Agreements"). Seller shall provide copies of all Property Agreements to Buyer within three (3) days of the Effective Date. To Seller's current, actual knowledge, the copies of all Property Agreements delivered by Seller to Buyer pursuant to this Agreement are true and complete in all material respects. Seller has not sent or received any notice of a default under any of the Property Agreements which remains uncured or unresolved.

The representations contained in this Section 4 shall survive the Closing.

5. Governmental Approval Applications. Seller shall promptly, upon Buyer's request and provided Seller thereby assumes no liability or obligation and at no cost to Seller, join in

  
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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 and that certain property described in the Commercial Contract – Improved Property dated of even date herewith, by and between Ronald Habitzreiter And Ed Hargett DBA H & H Properties, a Texas general partnership ("H & H"), as seller and Buyer, as purchaser (the "H & H Contract"), with no less than eighty-eight (88) multifamily residential units.

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:

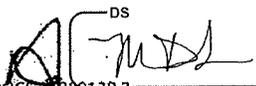
(a) At Closing, there shall have been no material, adverse change to the condition of the Property from the condition existing on the Effective Date (ordinary wear and tear excepted), including, without limitation, any adverse change to the environmental condition of the Property.

(a) Buyer shall have obtained all necessary approvals from the City of Austin, with all time to appeal such approval having expired and no appeal then pending and no appeal instituted, to cause the Property to be re-zoned to a zoning designation which permits Buyer's Intended Use.

(b) By Closing, Buyer shall have determined that there is sufficient access and/or capacity or availability of sewer, water or other utilities at the Property.

(c) By Closing, Buyer shall have obtained 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 2024 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.

(d) The simultaneous closing of the H & H Contract, it being understood and agreed that any extension of the Closing Date under either the Contract or the H & H Contract shall operate as an extension of the Closing hereunder or thereunder, as applicable. Similarly, any termination of the Contract shall operate as a termination of the H & H Contract, and any termination of the H & H Contract shall serve as a termination of the Contract. Nothing

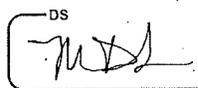
  
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contained in this Section shall be deemed to be or construed as a waiver of any remedy available to Buyer or Seller hereunder. Any event of default by H & H under the H & H Contract shall be deemed an event of default by Seller under the Contract, and any event of default by Seller under the Contract shall be deemed an event of default by H & H under the H & H Contract.

- (b) Seller shall cause all Property Agreements to be terminated at or prior to Closing, and Seller shall be responsible for any termination fees associated therewith, if any, which shall be paid at Closing and reflected on the Closing Statement, to the extent the amount of such fees are ascertainable at Closing, and if not ascertainable, Seller shall be responsible for paying all such amounts promptly following Closing, which obligation shall survive Closing. If Seller is unable to terminate any Property Agreement prior to the scheduled Closing Date, Buyer shall have the option, at its sole discretion, by providing written notice to Seller, to either (i) extend the Closing Date to the date that is seven (7) business days after Seller delivers to Buyer written evidence reasonably satisfactory to Buyer that all Property Agreements have been terminated, or (ii) proceed to Closing, in which event Seller shall assign the remaining Property Agreements to Buyer.

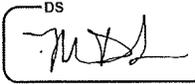
In addition to any rights or remedies that Buyer may be entitled to under the Contract and this Addendum, if (a) any of the Closing Conditions are not satisfied by the time specified above, or (b) Buyer shall have made a good faith determination that its application for TDHCA Financing will not be successful, then in any such event, Buyer shall have the right to terminate the Contract and this Addendum upon delivering written notice to Seller, and the Escrow Deposit (less the Independent Consideration and the Released Deposits, if any) shall be returned to Buyer and all further obligations of the parties hereunder shall terminate, except those that expressly survive termination hereof. With respect to Section 6(b) above, Buyer's inability to obtain TDHCA Financing and/or Tax Credits or withdrawal of its application for TDHCA Financing and/or Tax Credits shall not be a condition precedent to the return of the Escrow Deposit.

- 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 at 10:00 a.m. Central Time, or by mail, or at any other time mutually agreed to by the parties, on or before June 30, 2024 (the "Closing Date"). Buyer shall have the right to close this transaction prior to the then scheduled Closing Date. If Buyer elects to exercise such right, it will notify Seller of the earlier Closing Date at least ten (10) days prior to the new Closing Date. Buyer shall also have the right to extend the Closing Date (but to no later than November 30, 2024) by exercising up to five (5) 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 on or before the previously-scheduled Closing Date and deliver an extension fee in the amount of Five Thousand Three Hundred Sixty-Nine and 51/100 Dollars (\$5,369.51) ("Extension Fee") to Seller within three (3) business days following 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

    
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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 Purchase Price for each Extension Fee paid to Seller.

8. Buyer Default. Section 15(A) of the Contract is hereby deleted in its entirety and the following inserted in their place and stead: In the event that Buyer is not entitled to terminate the Contract or this Addendum under any provision hereof and Seller is not in default in performance of the terms hereof, then in the event that Buyer should fail to consummate the transaction contemplated herein, fail to perform any of its obligations hereunder, or is otherwise in breach or default hereunder in any respect, including, but not limited to, being in breach of a representation or warranty, then Buyer shall be in default under the Contract and this Addendum and Seller may elect, as its sole and exclusive remedy, to terminate the Contract and this Addendum and retain the Escrow Deposit, including any Released Deposits, Extension Fees and Independent Consideration and any interest accrued thereon. Nothing contained herein shall be deemed to limit the obligations of Buyer or the remedies of Seller available at law or in equity with respect to a breach or a default by Buyer of any obligation hereunder to the extent that the Contract or this Addendum specifically provides that such obligation shall survive Closing or the earlier termination of the Contract and this Addendum.
  
9. Seller Default. Sections 15(B) and 15(C) of the Contract are hereby deleted in its entirety and the following inserted in their place and stead: In the event that Seller is not entitled to terminate the Contract or this Addendum under any provision hereof and Buyer is not in default in performance of the terms hereof, then in the event that Seller should fail to consummate the transaction contemplated herein, fail to perform any of its obligations hereunder, or is otherwise in breach or default hereunder 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 remedy, either to (i) terminate the Contract, this Addendum and the H & H Contract and (1) 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 equal to all out of pocket costs and expenses incurred by Buyer in connection with the proposed acquisition and development of the Property and the property subject to the H & H Contract, or (ii) pursue an action for specific performance. Notwithstanding the foregoing, if Seller's default consists of a sale of the Property to a third party in violation of Buyer's rights under the Contract and this Addendum, Buyer shall have the right to pursue any legal remedy available at law or in equity. Nothing contained herein shall be deemed to limit the obligations of Seller or the remedies of Buyer available at law or in equity with respect to a breach or a default by Seller of any obligation hereunder to the extent that the Contract or this Addendum specifically provides that such obligation shall survive Closing or the earlier termination of the Contract and this Addendum.
  
10. Casualty. Section 16(A) of the Contract is hereby deleted in its entirety and the following inserted in its place and stead: The risk of loss or damage to the Property by reason of any casualty or other event prior to Closing shall be borne by Seller. If the Property is damaged prior to Closing, written notice thereof shall be delivered to Buyer within ten

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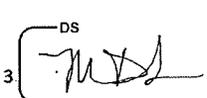
(10) days of such damage. Seller shall have no obligation to restore the Property to the condition existing prior to the casualty, but Seller shall, (i) at its sole cost and expense, remove the damaged improvements or otherwise secure them so that there are no violations of applicable codes, laws or ordinances pertaining to unsafe structures, and remediate any environmental hazards caused by the casualty or other damage; (ii) at Closing, assign to Buyer all of Seller's right, title and interest in and to any insurance proceeds related to the casualty or other damage (or if Seller receives such proceeds before Closing, Seller will credit the proceeds so received against the Purchase Price), and (iii) at Closing, credit the amount of any unpaid deductible under any policies for the casualty or other damage against the Purchase Price.

11. 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 Michael Levy of Mathias Partners whose commission shall be paid by Seller pursuant to a separate agreement. 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 11. The provisions of this Section 11 shall survive Closing or the earlier termination of the Contract and this Addendum.

12. Escrow Deposit.

(a) The Escrow Deposit shall be held in escrow by the Title Company and paid over or disbursed according to the terms of the Contract and this Addendum (together, the "Agreement"), and, unless otherwise refunded pursuant to the terms of the Agreement, the Escrow Deposit shall be paid over and applied against the Purchase Price at Closing. The Escrow Deposit shall be deposited by the Title Company in an interest-bearing account. Any interest earned on the Escrow Deposit will be paid to the party that becomes entitled to the Escrow Deposit. Title Company shall have no responsibility for, nor shall Title Company be held liable for, any loss occurring which arises from the fact that the amount of the Escrow Deposit may cause the aggregate amount of any depositor's accounts to exceed \$250,000 and that the excess amount is not insured by the Federal Deposit Insurance Corporation. Title Company shall not be responsible for any delay in the electronic wire transfer of funds.

(b) In the event of any disagreement between Buyer and Seller resulting in conflicting instructions to, or adverse claims or demands upon Title Company with respect to the release of the Escrow Deposit, Title Company shall refuse to comply with such instruction, claim or demand so long as such disagreement shall continue, and shall not release the Escrow Deposit. Title Company shall not be or become liable in any way to Buyer or Seller for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands, and it shall be entitled to continue so to refrain from acting until such conflicting or adverse demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by Buyer and Seller, or (b) shall have finally been determined in a court of competent jurisdiction in

   
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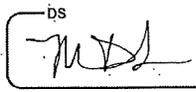
Travis County, Texas. Additionally, at its discretion Title Company may proceed with filing an interpleader action in Travis County, Texas. Upon depositing the Escrow Deposit with a court of competent jurisdiction in Travis County, Texas, Title Company shall be released from any further obligation, responsibility or liability under the Agreement and shall be entitled to seek reimbursement out of the Escrow Deposit for its costs and reasonable attorney's fees that are incurred in connection with filing the interpleader action. Title Company is not a trustee for any party for any purpose, and is merely acting as a depository and a ministerial capacity hereunder with the limited duties herein prescribed and has no responsibility in respect of any instructions, certificate or notice delivered to it or of the Escrow Deposit other than faithfully to carry out the obligations undertaken in the Agreement and to follow the directions in such instructions or notice provided in accordance with the terms hereof.

(c) The Seller and Buyer hereby agree to jointly and severally indemnify and hold harmless the Title Company from and against all costs, damages, judgment, attorney's fees, expenses, obligations, and liabilities of any kind or nature, which Title Company in good faith may incur or sustain in connection with serving as Title Company under this Agreement (collectively, the "Title Company Costs"), excluding any costs, damages, judgment, attorney's fees, expenses, obligations and liabilities arising from or as a result of a breach of this Agreement by Title Company, or the negligence of Title Company.

(d) The Title Company may resign as escrow agent hereunder by giving thirty (30) days written notice hereof to Buyer and Seller. Within ten (10) days after receipt of such notice, Buyer and Seller shall furnish to the Title Company written instructions for the release of the Escrow Deposit and corresponding escrow documents. If the Buyer and Seller fail to furnish the written instructions within the ten (10) day period, the Title Company may petition any court of competent jurisdiction for the appointment of a successor escrow agent and, upon such appointment, deliver the Escrow Deposit and corresponding escrow documents to such successor. By doing so, the Title Company shall not incur any liability to any party to this Agreement and shall be released from any further obligation, responsibility and liability under this Agreement. Furthermore, Title Company shall be entitled to be reimbursed out of the Escrow Deposit for its costs and reasonable attorney's fees that are incurred as a result of having to petition the court for the appointment of a successor.

13. Additional Due Diligence Documents. This Section 13 of this Addendum shall apply in the event that any improvements on the Property are occupied ("Occupied Improvements") on or after the Effective Date of the Contract but prior to Closing. In addition to any other documents or reports Seller is obligated to deliver to Buyer under the Agreement, Seller shall deliver to Buyer, no later than November 15, 2023, the following documents (collectively, the "Occupied Improvement Documents"):

- (a) At least one of the following:
  - (i) Monthly operating statements for the Occupied Improvements for the immediately preceding twelve (12) months;
  - (ii) The two most recent consecutive annual operating statement summaries for the Occupied Improvements;

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(iii) The most recent consecutive six months of operating statements and the most recent available annual operating summary for the Occupied Improvements; or

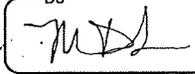
(iv) All monthly or annual operating summaries available for the Occupied Improvements; and

(b) a rent roll for the immediately preceding six (6) months, which discloses the terms and rate of each lease, rental rates offered at the date of the rent roll, the existing unit mix, and any vacant units.

Seller acknowledges that the Occupied Improvement Documents are required by TDHCA in connection with the TDHCA Financing, and Seller expressly permits Buyer to submit the Occupied Improvement Documents to TDHCA. Seller shall provide updated Occupied Improvement Documents as needed at the request of Buyer. Seller further acknowledges that in the event that there are Occupied Improvements on the Property, then, in connection with the TDHCA Financing, Buyer must provide notice and consult with the tenants ("Tenant Notice") of such Occupied Improvements pursuant to Tex. Govt. Code §2306.6705(6). Seller agrees to assist and cooperate with Seller to complete the required Tenant Notice, and agrees to cooperate with Buyer to provide the TDHCA a written explanation of the Tenant Notice process completed by Buyer and Seller.

14. Assignment and Assumption of Leases and Security Deposits. In addition to any other documents to be delivered at Closing, the parties will execute an Assignment and Assumption of Leases and Security Deposits, transferring the Leases and any security deposits thereunder to Buyer, provided, however, that Buyer may receive a closing credit from Seller for the amount of the unapplied security deposits held by Seller, if any, in lieu of transferring the security deposits. All rents collected under the Leases for the month of Closing shall be prorated as of the Closing Date. Seller shall retain title to all delinquent rents under the Leases as of the Closing Date (the "Delinquent Rents"). Seller shall have the right to collect such Delinquent Rents (including any rental assistance or subsidy for the period prior to Closing), at Seller's expense, from Tenants under Leases terminated before Closing and who no longer remain in possession of their leased premises at the Property as of the Closing Date. In no event may Seller seek to terminate a Tenant's Lease or right to possession after the Closing Date or commence any suit or otherwise pursue a Tenant remaining in possession of its leased premises at the Property after Closing. For a period of ninety (90) days after Closing, Buyer shall include any Delinquent Rents in its ordinary billing process and promptly remit to Seller all such Delinquent Rents collected by Buyer after Closing pursuant to this Section 14; however, all Delinquent Rents that are received after the Closing Date from any Tenants, after paying Buyer any reasonable attorneys' fees, costs and expenses of collection thereof incurred by Buyer, shall be paid and applied in the following order of priority: (i) first, to Buyer for delinquent or current Rent due to Buyer relating to periods after the month in which the Closing occurs, (ii) second, to Buyer and Seller for rent due for the month of the Closing (apportioned between Seller and Buyer as of the day of the Closing based on the respective number of days of ownership of Seller and Buyer during the month of the Closing) and (iii) third, to Seller for Delinquent Rents due to Seller relating to periods

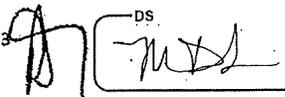
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prior to the month in which the Closing occurs. The provisions of this Section 14 shall survive the Closing.

15. 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.
16. 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.
17. Headings. Headings in this Addendum are for convenience and reference only and shall not be used to interpret or construe its provisions.
18. 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.
19. 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.

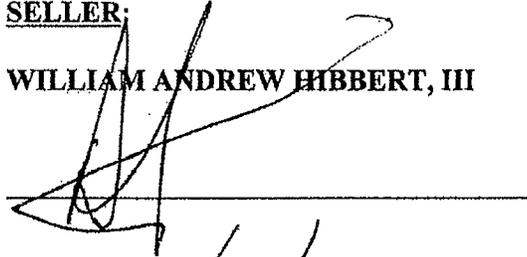
[Signatures appear on following page]

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**IN WITNESS WHEREOF**, the parties hereto hereby execute this Addendum as of the Effective Date.

**SELLER:**

**WILLIAM ANDREW HIBBERT, III**



Date: 10/31/23

**BUYER:**

**O-SDA INDUSTRIES, LLC,**  
a Texas limited liability company, and/or  
assigns

DocuSigned by:

By: 

Name: Megan Lasch

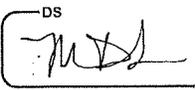
Title: Sole Member and Manager

Date: 11/2/2023

### EXHIBIT "A"

### LEASES

4210 Medical Parkway Rent Roll - Occupancy Summary As of Date: 10/18/2023									
Tenant Name	Lease Type	Lease From	Lease To	Term (Months)	Area (SF)	Base Monthly Rent	Annual Rent Per Area	Monthly Recovery	Notes
The Arellano-Miranda Hairstyling Group, LLC	Triple Net (NNN)	8/1/2018	7/31/2023	60	579	\$1,595.00	\$19.55	\$1,885.74	Month-to-Month Lease as of 8/1/2023
<b>Total</b>					<b>579</b>	<b>\$1,595.00</b>		<b>\$1,885.74</b>	

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**EXHIBIT "B"**

**PROPERTY AGREEMENTS**

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# Ovetta Rosedale

## ***PROPERTY INFORMATION***

5e. Phase 1 ESA



RHDA Application May 2024



January 30, 2024

Texas Department of Housing and Community Affairs,  
a public and official department of the State of Texas  
221 East 11<sup>th</sup> Street  
Austin, Texas 78701

**FULL PHASE 1  
ENVIRONMENTAL SITE  
ASSESSMENT  
UPLOADED SEPARATELY**

**Re:** Phase Engineering, LLC Phase I Environmental Site Assessment (ESA)  
Report No. 202401075  
Ovetta Rosedale  
4202, 4204, 4208 and 4210 Medical Parkway, Austin, Travis County, Texas 78756

To Whom It May Concern:

This letter is to certify that the Phase I Environmental Site Assessment (the "Report") relating to the above referenced property completed by Phase Engineering, LLC (the "Consultant") may be conveyed to and relied upon by Texas Department of Housing and Community Affairs as if the Report had originally been prepared for them.

The report fee is Phase Engineering, LLC's sole benefit and findings are not contingent on compensation from the client or its affiliates. Any person signing this report acknowledges that the Department may publish the full report on the Department's website, release the report in response to a request for public information and make other use of the report as authorized by law. Phase Engineering, LLC has read and understands the department rules regarding this report as found in 2024 Qualified Allocation Plan as codified in 10 Texas Administrative Code, Chapter 11, Subchapter D, Section 11.305: Environmental Site Assessment Rules and Guidelines.

Thank you for using the professional environmental services of Phase Engineering, LLC. If you should have any questions, please contact me at 832-485-2227.

Sincerely,

A handwritten signature in blue ink that reads "Tracy A. Watson".

Tracy A. Watson  
Special Projects Director  
Phase Engineering, LLC



# PHASE ENGINEERING

## Phase I Environmental Site Assessment

January 30, 2024

**PE Project No.: 202401075**

4202, 4204, 4208 and 4210 Medical Parkway  
Austin, Texas 78756  
Travis County

**Prepared for:**

Ovetta Rosedale, LLC  
5501-A Balcones Drive #302  
Austin, Texas 78731  
Texas Department of Housing and  
Community Affairs ("TDHCA")

**Prepared by:**

Phase Engineering, LLC  
5524 Cornish Street  
Houston, Texas 77007

## Project Summary

Report Section		No Further Action	REC	CREC	HREC	Other Environmental Considerations	Recommended Action
<u>3.2</u>	Current Use of Subject Property	✓					
<u>3.3</u>	Current Uses of Adjoining Properties	✓					
<u>5.1</u>	Standard Environmental Record Sources, Federal, State & Tribal	✓					
<u>5.2</u>	Additional Environmental Record Sources	✓					
<u>6.3</u>	Historical Uses of Subject Property	✓					
<u>6.4</u>	Historical Uses of Adjoining Properties	✓					
<u>8.3</u>	Observation of Subject Property	✓					
<u>8.4</u>	Observation of Adjoining Properties / Surrounding Area	✓					
<u>9.0</u>	Interviews	✓					
<u>13.1</u>	Asbestos-Containing Building Materials					✓	An asbestos inspection is recommended prior to the demolition of the existing onsite structures
<u>13.2</u>	Cultural and Historic Resources	✓					
<u>13.3</u>	Endangered Species	✓					
<u>13.4</u>	Lead-Based Paint					✓	No testing is required if the onsite buildings will be demolished. The use of lead-safe practices is recommended during demolition activities.
<u>13.5</u>	Lead in Drinking Water					✓	Testing for lead in drinking water if the existing plumbing systems will remain and the property will be in special use by infants or small children

Report Section		No Further Action	REC	CREC	HREC	Other Environmental Considerations	Recommended Action
<u>13.6</u>	Naturally-Occurring Radon	✓					
<u>13.7</u>	FEMA Flood Insurance Rate Map	✓					
<u>13.8</u>	Wetlands	✓					
<u>13.9</u>	Vapor Intrusion/ Encroachment	✓					
<u>13.10</u>	Noise Assessment					✓	A noise study is recommended.
<u>13.11</u>	Explosive Hazards	✓					



# Ovetta Rosedale

4202-4210 MEDICAL PARKWAY



RHDA Application May 2024