## Exhibit A of PCDC Resolution



# TEXAS ASSOCIATION OF REALTORS® COMMERCIAL CONTRACT - UNIMPROVED PROPERTY USE OF THIS FORM BY PARSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF HEALTORS® IS NOT AUTHURIZED. STEARS ASSOCIATION OF REALTORS®, Inc. 2016

| 1. | P/<br>to | ARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragrar buy the Property from Seller for the sales price stated in Paragraph 3. The parties to thi   | oh 2. E<br>Is cont | luyer agrees<br>ract are: |
|----|----------|---|--------------------|---------------------------|
|    |          | eller: Pflugerville Community Davelopment Corporation   |                    |                           |
|    | 58       |   |                    |                           |
|    |          |   |                    | <u> </u>                  |
|    |          | Address: 16225 Impact Way. Ste 2: Pflugerville, IX 75000 Phone: (512) 990-3725  |                    |                           |
| •  |          | Fax: Other.   | <del>,</del>       |                           |
|    |          |   |                    |                           |
|    | В        | uyer: SRH Hospitality Holdings, LLC   |                    |                           |
| •  |          | Address: E-mall: Other: Other:  |                    |                           |
|    |          | Phone: E-mail:  |                    |                           |
|    |          | Fax: Uner   |                    |                           |
| _  | ~        |   |                    |                           |
| 2. | PI<br>A  | ROPERTY: "Property" means that real property situated in  | _Cou               | hty, Texas at             |
|    | , ,,     | "Property" means that real property situated in One Thirty Commerce Center, a portion of Lot 1B (address) and that is legally described on the attached Exhibit   | <del></del>        | ,                         |
|    |          | (address) and that is legally described on the attached Exhibit   | [                  | jr as follows:            |
|    |          |   |                    | · ·                       |
|    |          | (a portion of) as designated on attached plat at "Future Lot 1B   | 11                 | ļ.                        |
|    |          | (a postazos ou) — —————————————————————————————————   |                    | •                         |
|    |          | Approximately 2.329 AC  |                    |                           |
|    |          |   |                    | •                         |
|    |          | See "Exhibit 1" attached  |                    |                           |
|    |          | •   |                    | Ī                         |
|    |          | Seller will sell and convey the Property together with:  (1) all rights, privileges, and appurtenances pertaining to the Property, including Sell- interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property.  (3) Seller's interest in all licenses and permits related to the Property. | erty; a            | ,                         |
|    | (E<br>(H | Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)<br>I mineral rights are to be reserved an appropriate addendum should be attached.)   |                    | ·                         |
| 3. |          | ALES PRICE:   |                    | !                         |
|    | A.       | At or before closing, Buyer will pay the following sales price for the Property:  |                    | •                         |
|    |          | (1) Cash portion payable by Buyer at closing  | 4                  | 05,804.96                 |
|    |          | (2) Sum of all financing described in Paragraph 4\$   |                    | :<br>                     |
|    |          | (3) Sales price (sum of 3A(1) and 3A(2))\$  |                    | 05,804,96                 |
|    |          | 802) 1-1-16 Initialed for Identification by Seller And Buyer HL,  |                    | Page 1 of 13              |
|    |          | k & Associates, Inc 1800 W IH 35 Ste A Round Reek, TX 7868 1<br>2 255 3000 Fext 542,310,0441 Charles Hervey   |                    | PCDC to SRH Ho            |
|    |          | Produced with zioForm® by zipLogix 19978 Filleen Hillo Hoad, Frasar, Michigan 48026 www.zipLogix.ssm  |                    |                           |

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|   | Commercial Contract - Unimproved Property concerning One Thirty Commerce Center, a portion of Lot 1B   |   |
|   |  |   |
|   | B. Adjustment to Sales Price: (Check (1) or (2) only.)  El (1) The sales price will not be adjusted based on a survey.   |   |
|   | 图 (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.   |   |
|   | (2) The sales price will be adjusted pased on the latest survey  |   |
|   | (a) The sales price is calculated on the basis of \$ 4.00 per: 版 (i) square foot of 版 total area 口 net area. 口 (ii) acre of 口 total area 口 net area.   |   |
|   | " state all land area within the perimeter boundaries of the Property. "Net area"  |   |
|   | manne fotal area less ally give of the five of the   |   |
|   | ☐ (i) public roadways; ☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and   |   |
|   | □ (III)  |   |
|   | at the decimal price gitter party  |   |
|   | (c) If the sales price is adjusted by more than % of the stated sales price, extret party may terminate this contract by providing written notice to the other party within days may terminate this contract or if the survey. If neither party terminates this contract or if the   |   |
|   | may terminate this contract by providing written notice to the other party within may terminate this contract or if the after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.  |   |
|   | 4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:  |   |
|   | 4. FINANCING: Buyer will mande the performance of a second of the total amount of \$   |   |
|   | This particular  |   |
|   | (1) Is not contingent upon Buyer obtaining third party financing in accordance with the attached     (2) is contingent upon Buyer obtaining third party financing in accordance with the attached     Commercial Contract Financing Addendum (TAR-1991).   |   |
| · | B. <u>Assumption</u> : In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will  | , |
|   | be \$  |   |
|   | C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of  |   |
|   | 5. EARNEST MONEY:  |   |
|   | A. Not later than 3 days after the effective date, Buyer must deposit \$ 10,000.00 as earnest money  (title company)   |   |
|   |  |   |
|   | at 203 w Main, Ste A, Pringervines, and of the earnest money, Seller may terminate this contract or exercise any of If Buyer falls 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 Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits  |   |
|   | the earnest money.  B. Buyer will deposit an additional amount of \$ with the title company to be made   |   |
|   | B. Buyer will deposit an additional amount or \$  part of the earnest money on or before:  part of the earnest money on or before:  part of the earnest money on or before:  |   |
|   | have after Buyer's right to terminate wheel and the second |   |
|   | ☐ (II) ☐ (III) ☐ (IIII) ☐ (IIIII) ☐ (IIIIII) ☐ (IIIIIIIIII   |   |
|   | (TAR-1802) 1-1-16 Initialed for identification by Seller All and Buyer Page 2 of 13  |   |
| 4 | (TAR-1802) 1-1-16 Initialed for identification by Seller 2744 and Buyer 4.  Produced with zipForm® by zipLogix 18070 Filtern Mile Road, Fraser, Michigan 48028 yeaw zipLogix.com PCDC to SRH Ho  |   |
|   | Produced with ziprestra by ziprogaz tauto rateus mas trace, the state of the state  |   |
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| Con | nmercial Contract - Unimproved Property concerning One Thirty Commerce Center, a portion of Lot 1B.  |
|-----|--|
| CON | C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.  |
| 6,  | TITLE POLICY AND SURVEY:   |
|     | A. Title Policy:   |
|     | (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to: (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.   |
|     | (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:  [ (a) will not be amended or deleted from the title policy.  [ (b) will be amended to read "shortages in areas" at the expense of □ Buyer ☑ Seller.   |
|     | (3) Within3 days after the effective date, Seller will furnish Buyer a commitment for title insurance<br>(the commitment) including legible copies of recorded documents evidencing title exceptions. Seller<br>authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's<br>address.   |
|     | B. Survey: Within 30 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 Seller. The survey must be made in accordance with the: (i) ALTA/ACSM 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   |
|     | (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/ACSM Land Title Survey standards, of (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 recensurely of the Property along with an affidavit required by the title company for approval of the 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 and deliver the expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer with the cost of the new or updated survey at closing. If closing occurs. |

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

(TAR-1802) 1-1-16

(1) Within \_\_14\_\_ days after Buyer receives the commitment, copies of the documents evidencing the little exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a Page 3 of 13 Initialed for identification by Seller PCDC to SRH Ho Produced with alpform to by alphagia 18070 Fifteen Mila Road, Fraser, Michigan 48025 yernezigh.ook.com

a portion of Lot 1B Commercial Contract - Unimproved Property concerning One Thirty Commerce Center. special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B. (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller falls to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer. (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a walver of Buyer's right to object except that Buyer will not walve the requirements in Schedule C of the commitment. 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 days after the B. Feasibility Period: Buyer may terminate this contract for any reason within . effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.) 図 (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be eredited 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. ☐ (2) Not later than 3 days after the effective date, Buyer must pay Seller \$ independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent, if Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer falls to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B. C. Inspections, Studies, or Assessments: (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer. (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. Page 4 of 13 Initialed for Identification by Seller and Buyer, (TAR-1802) 1-1-16 PCDC to SRH Ho Produced with appeared by applicate 18070 Filtern Mile Road, Frater, Michigan 48026

Commercial Contract - Unimproved Property concerning One Thirty Commerce Center, a portion of Lot 1B (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's Inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract. D, Property Information: (1) Delivery of Property Information: Within \_\_\_\_\_7 days after the effective date, Seller will deliver to (a) copies of all current leases pertaining to the Property, including any modifications, supplements, Buyer: (Check all that apply.) or amendments to the leases;

(b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller 図 (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property; (d) copies property tax statements for the Property for the previous 2 calendar years; copies of current utility capacity letters from the Property's water and sewer service provider; (e) plats of the Property; (f) and (g) See attached Exhibit A - Part 1 図 Seller will deliver said information to the extent available (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; and deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed. This Paragraph 7D(2) survives termination of this contract. E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any Interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property Without Buyer's written approval. 8. LEASES: A. Each written lease-Soller is to-assign to Buyer under this contract must be in full force and effectaccording 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-orsubsequently occur before closing: (1) any fallure 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

Page 5 of 13 and Buyer DLL Initialed for Identification by Seller (TAR-1802) 1-1-16 Produced with zipFamma by zipLogis, 18070 Filleen Milo Road, Fraser, Michigan 48026 Sonst.zipLesis.com PCDC to SRH Ho

or damages,

(3) any advance sums paid by a tenant under any lease;

|     |       |  | anton a portion   | of Lot 1B                       |
|-----|-------|--|---|---------------------------------|
| (0) | nmer  | olal Contract - Unimproved Property concerning One Thirty  | Commerce Center, a portant  |                                 |
|     |       | (4) any concernions honuses, free rents, rebates, b  | rekerage <del>commissions, or other matte</del>   | <del>'s that alleet-</del>      |
|     |       | any-lease; and<br>(5) any-amounto-payable under the leases that have<br>for lease) assumed or taken subject to under this  | -been assigned o <del>r encumbered, excep</del><br>-contract.   | t-as-secuniy-                   |
|     | ₽.    |  | a de constituent de la  | yer esteppel<br>eases space     |
|     |       | Estoppel Certificates: Withindays after the certificates signed not earlier thanin the Property. The estoppel certificates must include of TAR Form 1938 — Commercial Tenant Estoppel by a third party lender providing financing under Padditional Information at least 10 days prior to the estoppel certificates:   | le the certifications contained in the cu<br>Certificate and any additional information<br>Certificate and any additional information   | m-requested<br>m-requested      |
| ).  | BR    | OKERS:   | ;   |                                 |
|     | A.    | The brokers to this sale are:  |   | •                               |
|     |       | Principal Broker: <u>Don Ouick &amp; Associates</u> ,  Inc.  |   |                                 |
|     |       |  | Adolf.  |                                 |
|     |       | Address: 1000 N IH 35, Suite A   | Address:  | <del></del>                     |
|     |       | Address: 1000 N IH 35, Stile A   | gere strong a strong and the first constitution of the strong and |                                 |
|     |       | Round Rock, TX 78681  Phone & Fax: (5121255-3000 (512)310-0441   | Phone & Fax:  |                                 |
|     |       | Phone & Fax: (512) 255-3000 (512) 310-0841   | E-mail:   | :<br>:                          |
|     |       | Email: charles@donquick.com  | C-Hider.  |                                 |
|     |       | E-meil: charles@dongurck.com License No.: 347889   | License No  | -                               |
|     |       | Principal Broker: (Check only one box)  represents Seller only.  represents Buyer only.  | Cooperating Broker represents Buyer   | e<br>;                          |
|     |       | is an intermediary between Seller and buyer.   |   | :                               |
|     | В.    | Fees: (Check only (1) or (2) below.) (Complete the Agreement Between Brokers on pag  | e 13 only if (1) is selected.)  |                                 |
|     | 铽     | (1) Seller will pay Principal Broker the fee spe<br>between Principal Broker and Seller. Principal<br>in the Agreement Between Brokers found below   | cified by separate written commission<br>Broker will pay Cooperating Broker the<br>The parties' signatures to this contract.  | n agreement<br>fee specified    |
|     | 口     | (2) At the closing of this sale, Seller will pay:  |   | i nf                            |
|     |       | Principal Broker a total cash fee of: ☐% of the sales price. ☐%  | Cooperating Broker a total cash f   | pilde.                          |
|     |       | The cash fees will be paid in  | aller - I   | :                               |
|     |       | NOTICE: Chapter 62, Texas Property Code, a   | uthorizes a broker to secure an eame  | •                               |
|     | C     | . The parties may not amend this Paragraph 9 with  | out the written consent of the brokers a  | affected by the<br>Page 6 of 13 |
|     | /TAR  | 1000 1.1.16 Initialed for Identification by Seller   | 1 and Buyer XL  | •                               |
|     | CIUIZ | and the state of t | oad, Frason, Michigan 48026 <u>www.ziol.com</u>   | PCDC to SREE Ho                 |

| The Commongs Center, a portion  | of Lot 1B  |
|---|--|
| Commercial Contract - Unimproved Property concerning One Thirty Commerce Center, a portion  | 1  |
| 10, CLOSING:  | ·<br>1   |
| A. The date of the closing of the sale (closing date) will be on or before the later of:  (1) 図 days after the expiration of the feasibility period,  [ constant of the closing date of the later of the late                            | ;  |
| D Bar objections made under Paragraph 6C have been cured or waived.   | o romadiae in  |
| B. If either party falls to close by the closing date, the non-defaulting party may exercise the Paragraph 15.  | ie tettienies in   |
| C. At closing, Seller will execute and deliver, at Seller's expense, a degree and deliver, at Seller's expense, a degree is financed. I selled. The deed must include a vendor's lien if any part of the sales price is financed. I convey good and indefeasible title to the Property and show no exceptions other than the under Paragraph 6 or other provisions of this contract. Seller must convey the Property:  (1) with no liens, assessments, or other security interests against the Property whith 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 trespassers except tenants under the written leases assigned to Buyer under this continuous.  | of will not be   |
| <ul> <li>D. At closing, Seller, at Seller's expense, will also deliver to Buyer: <ol> <li>(1) tax statements showing no delinquent taxes on the Property;</li> <li>(2) an assignment of all leases to or on the Property;</li> <li>(3) to the extent assignable, an assignment to Buyer of any licenses and permits Property;</li> <li>(4) evidence that the person executing this contract is legally capable and authorized to the different of the title company stating that Seller is not a foreign person foreign person, a written authorization for the title company to: (i) withhold from Selle foreign person, a written authorization for the title company to: (ii) deliver the amount to the integral of the person of the title company to: (iii) deliver the amount to the integral of the person of the person</li></ol></li></ul> | related to the plant Seller; or, if Seller is a r's proceeds an atemat Revenue |
| amount sufficient to comply appropriate tax forms; and Service (IRS) together with appropriate tax forms; and (6) any notices, statements, certificates, affidavits, releases, and other documents r contract, the commitment, or law necessary for the closing of the sale and issue policy, all of which must be completed by Seller as necessary.  |  |
| <ul> <li>E. At closing, Buyer will: <ul> <li>(1) pay the sales price in good funds acceptable to the title company;</li> <li>(2) deliver evidence that the person executing this contract is legally capable and au Buyer;</li> <li>(3) sign and send to each tenant in a lease for any part of the Property a written statement of the property and send to each tenant in a lease for any part of the Property a written statement.</li> </ul> </li> </ul>  | <del>Hit Hitte</del>   |
| (a) asknowledges suyer has reserved.  (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 of the exact and enterpreserved close the sale.   | required by this   |
| F. Unless the parties agree otherwise, the closing documents will be as found in the base.  F. Unless the parties agree otherwise, the closing documents will be as found in the base.  |  |
| 11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and fur in its present condition with any repairs Seller is obligated to complete under this contract and tear excepted. Any possession by Buyer before closing or by Seller after closing that by a separate written lease agreement is a landlord-tenant at sufferance relationship between  |  |
| (TAR-1802) 1-1-16 Initiated for Identification by Seller And Buyer HCL., and B                    | Page 7 of 13 PCDC to SRH Ho  |

Commercial Contract - Unimproved Properly concerning One Thirty Commerce Center, a portion of Lot 1B

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 Exhibit A - Part 2 (Re: Platting)

See Exhibit B - Drainage Facility Maintenance Agreement (to be replaced with

Property Owners Association documents upon completion of such documents)

RE: Section 22. E

Buyer may assign this contract, only to a related entity

approval of Seller:

# under Commen managerial Control as Auger. Salar Consul

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; release of Seller's loan liability, if applicable;

(3) tax statements or certificates;

(4) preparation of the deed; (5) one-half of any escrow fee;

costs to record any documents to cure title objections that Seller must cure; and

other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

(1) all loan expenses and fees;

(2) preparation of any deed of trust;

(3) recording fees for the deed and any deed of trust;

(4) premiums for flood insurance as may be required by Buyer's lender;

(5) one-half of any escrow fee;

(6) other expenses that Buyer will pay under other provisions of this contract.

## 14. PRORATIONS:

A. Prorations:

(1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be

prorated through the closing date.

(2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.

(3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will relmburse such amounts to Seller by an appropriate

adjustment at closing.

- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental

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

(Check if applicable) enforce specific performance, or seek such other roller 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 (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

(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.

(3) Confirst πρείτις βενήσικανες

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

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:

Seller and the sales price will be reduced by the same amount; or

- (2) Buyer and the sales price will not be reduced.
- 17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

#### 18. ESCROW:

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

(TAR-1802) 1-1-16

and Buyer. Initialed for Identification by Seller

Page 9 of 13

Produced vriti zip Form 20 by zip Logix 18070 Filleon Mila Road, Frasor, Michigan 48026 - www.zip Logis.com

PCDC to SRH Ho

| Commercial Contract - Unimproved Property concerning One Thirty Commerce Center, a portion of Lot 1B.  |
|--|
| C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing   |
| D. If the title company complies with this Paragraph 18, each party hereby releases the title company from   |
| 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 falls to occur.

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|      |   | FACTS: To the best of Seller's knowledge and belief: (Chec | котпу    | One | ,,,,,, | ~~         |
| an.  | 【本はなることの                                | EVCLS: To the best of getter a whomas and                  |          |     |        |            |
| 1120 | Mily I PLI VILLE                        | 13.50.50.50  |          |     |        |            |

- ☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
- 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;
  - any environmental hazards or conditions that materially affect the Property;
  - 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; 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 occuparits), or other
  - pollutants or contaminants of any nature now exist or ever existed on the Property;
  - any wetlands, as defined by federal or state law or regulation, on the Property; any threatened or endangered species or their habitat on the Property;
  - any present or past infestation of wood-destroying insects in the Property's improvements;
  - any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
  - (10) any condition on the Property that violates any law or ordinance.

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

- 20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certifled mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.
- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1. B. Buyer also consents to receive any notices by e-mall at Buyer's e-mall 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.

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|                     | Initialed for Identification by Seller AM, and Buyer \( \frac{\frac{1}{2} \text{L}}{\text{L}} \).   | Page 10 of 13  |
| R-1802) 1-1-16      | initialed for identification by dense.  | PCDC to SRH Ho |
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Commercial Contract - Unimproved Property concerning One Thirty Commerce Center, a portion of Lot 1B

## 22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

| (1)<br>(2)<br>(3)<br>(4)<br>(5)<br>(6)<br>(7)<br>(8) | erida which are part of this contract are: (Check all that apply.)  Property Description Exhibit identified in Paragraph 2;  Commercial Contract Financing Addendum (TAR-1931);  Commercial Property Condition Statement (TAR-1408);  Commercial Contract Addendum for Special Provisions (TAR-1940);  Notice to Purchaser of Real Property in a Water District (MUD);  Addendum for Coastal Area Property (TAR-1915);  Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);  Information About Brokerage Services (TAR-2501); and  Exhibit B - Drainage Facility Maintenance Agreement |
|--|--|
|  | BKILIDIL III II  |

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

- 図 may II may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.
- 23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.
- 24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

## 25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you Page 11 of 13

Initialed for Identification by Seller A. \_\_\_\_ and Buyer

(TAR-1802) 1-1-16

PCDC to SRH Ho

Commercial Contract - Unimproved Property concerning One Thirty Commerce Center, a portion of Lot 1B

will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Gode requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- 26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on \_\_\_\_\_\_April 28, 2016 \_\_\_\_, 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.

| transaction ootto  |                                      |                     |  |                |               |
|--|--------------------------------------|---------------------|--|----------------|---------------|
| Pflugerville Co<br>Soller: <u>Corporation</u>                            | mmunity Development                  | Buyer:              | SRH Hospita  | lity Noldings, | LLC           |
| By: Amy Madison  By (signature)  Printed Name: Front Title: Executive II | Malison<br>madison<br>rector         |                     | erry Crensh<br>y (signature);<br>inted Name;<br>lle: Manager | Minn           | Cringhaw      |
| Ву:  |                                      | By:                 |  |                |               |
| By (signature): Printed Name:  |                                      |                     | ille:  |                |               |
| Title:   | Initialed for Identification by Self | <br>er <i>A1</i> 4, | and Buyer.   | Kr.            | Page 12 of 13 |

| AGREEMENT BET  | WEEN BROKERS  |
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| Principal Broker agrees to payee when the Principal Broker's fee is received. The fee  | to be paid to Cooperating Broker will be:   |
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| This Agreement Between Brokers auporous  | opperating Broker from Principal Broker's fee at closing.<br>Nor offers and agreements for compensation between |
| brokers.   | Connerating Broker:   |
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| Seller's attorney: George Hyde ATTOF   | Divince altomay Jan Blull   |
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| Gallare attitutes legitesia copies of assetting  | notices and other information:  |
| notices and other information:   | ine title company sends to buyer.   |
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| LI Buyer sends to belief.  |   |
| ESCROW   | RECEIPT   |
|  |   |
| The title company acknowledges receipt of:   | (effective date);   |
| The title company acknowledges receipt of: ☐ A. the contract on this day ☐ B. earnest money in the amount of \$                    | in the form of  |
| 1 on   |   |
|  | Address:  |
| Title company:   |   |
| By:  | Phone & Fax:  |
| By:  | 1 (1910)  |
| Assigned file number (GF#):  | _ E-mail:   |
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(TAR-1802) 1-1-16

Page 13 of 13 PCDC to SRH Ho

## Exhibit "A"

## Part 1 - Due Diligence Materials

- (a) Information pertaining to the availability of public utilities to the Property, including "will serve" letters from the applicable providers of water, wastewater, gas, electric, telephone and cable services to the area within which the Property is located, and the location and distance from the Property of the closest current distribution point for each of such utilities which could be utilized by the Property.
- (b) To the extent in Seller's possession or under Seller's control, physical and electronic copies of any surveys or plats of the Property, including boundary surveys, topographical surveys and tree surveys regarding the Property.
- (c) Any and all reports, studies, and letters, if any, concerning environmentally sensitive areas, endangered species or protected flora on the Property, including, but not limited to, any letters from the EPA, U.S. Fish & Wildlife Service and any other governmental entities, agencies and commissions having jurisdiction or approval rights over environmentally sensitive areas, endangered species or protected flora.

### Part 2 - Platting

Platting. This Contract is contingent upon Seller obtaining platting approval from the City of Pflugerville, Texas and Travis County, Texas to subdivide Lot 1B of Renewable Energy Park Addition into the "FUTURE LOT 1B" and "FUTURE LOT 1C" on attached plat. Seller agrees to use good faith and diligent efforts to obtain such platting (and, if necessary, to expend whatever monies may be reasonably required in order to satisfy the substantive and procedural requirements of the City of Pflugerville, Texas and Travis County, Texas and Seller shall take such actions and execute such applications as may reasonably be required to effectuate such platting. If such platting approval is not obtained on or before the Closing, as same may be extended, then Buyer at its option may (i) terminate this Contract and receive a full refund of the Barnest Money and any extension fees, or extend the date of the Closing to a date which is fourteen (14) business days after the final approval of such plat.

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## <u>EXHIBIT B</u> DRAINAGE FACILITY MAINTENANCE AGREEMENT

## COVENANT TO MAINTAIN REGIONAL STORMWATER DETENTION POND

WHEREAS, SRH Hospitality Holdings, LLC, "Property Holder" is the property owner of the following described property:

A 2.329 acre (101,451.24 square foot), Tract of land situated in the William Caldwell Survey Abstract No. 162, In Travis County, Texas, being all of lot 1B and portion of lot 1 of the Renewable Energy Park Preliminary Plat (unrecorded at this time), same being a portion of that 159.788 acre tract of land conveyed to Pflugerville Community Development Corporation by instrument recorded in document no. 2008190659 of the official public records of Travis County, Texas and;

WHEREAS, said Property Holder is seeking to develop Property located in the Pflugerville Renewable Energy Park and in connection therewith has obtained certain permits and approvals from the City of Pflugerville, Texas, and,

WHEREAS, said Property Holder and the Pflugerville Community Development Corporation (PCDC) and City of Pflugerville have agreed that the development of the Property includes the installation of a channel and pond designed to convey storm water runoff; and,

WHEREAS, such as storm water channel should be properly maintained for the benefit and protection of all the Property Owners in the Pflugerville Renewable Energy Park and for the protection of the public: Now Therefore,

## KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the benefits received by the parties, the mutual promises herein expressed, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned Property Holder and the City of Pflugerville hereby agree as follows:

- The maintenance of the regional storm water detention pond located on the Pflugerville Renewable Energy Park shall be the responsibility of all the Property Holder's or the Property Holder's representative on a pro rata basis, provided however, that the PCDC shall construct and own the pond and shall maintain the pond until 80% of the lots in the Pflugerville Renewable Energy Park have been sold by PCDC. After 80% of the lots have been sold PCDC shall notify all the Property Holders and bill them in accordance with this agreement on a pro rata basis.
- 2. The maintenance of the regional storm water pond shall consist of the following
  - a. Every six (6) months, vegetation exceeding six (6) inches in height, and accumulated paper, trash and debris, shall be removed from the regional storm water pond.
  - b. Maintenance is required anytime the regional storm water detention pond does not adequately convey storm water runoff due to collection of debris or erosion of the storm water pond. Maintenance will consist of the items in (A) above and, when necessary, cleaning, repairing, or re-grading the storm water pond.

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c. All hydraulic control structures, concrete, and slope stabilization shall be inspected annually and all cracks, structural defects, or erosion shall be repaired as directed by the City of Pflugerville.

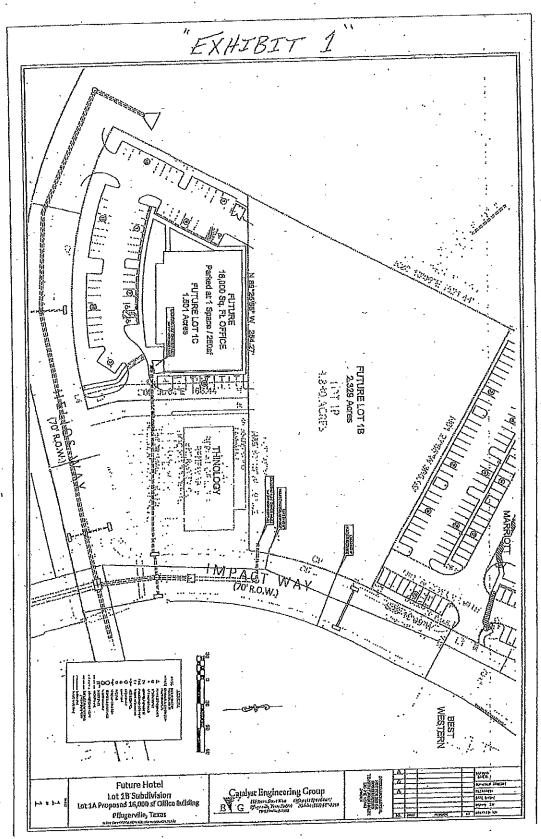
d. Waste material generated in the course or any activity involving maintenance of the storm water pond shall be disposed of in an off-site disposal area approved by the City of Pflugerville and with written permission of the owner of the property containing the disposal site.

- 3. The undersigned Property Holder grants to the PCDC and the City of Pflugerville the right to enter upon the property from time to time to determine whether the storm water pond is being properly maintained. In the event such storm water pond is not being properly maintained and necessary repairs and maintenance not being timely performed by the undersigned Property Holder or his successor or assigns, the PCDC or the City of Pflugerville shall give the Property Holder notice in writing certified mail identifying the repairs and maintenance to the storm water channel or pond at the property which the City of Pflugerville required be made by the owner(s) and the period of time by which such repairs and maintenance must be accomplished, which shall not exceed a period of sixty (60) days. It is agreed that the City of Pflugerville Engineer shall determine the length of time needed to make such repairs in the reasonable exercise of his professional engineering judgment. If the repairs and maintenance identified in the notices are not corrected to the satisfaction of the City of Pflugerville Engineer within the period of time specified, the City of Pflugerville Engineer shall post a notice of non-compliance at the storm water pond site. Upon posting of said notice of non-compliance at the site of the storm water pond, and the expiration of five (5) calendar days, the PCDC or the City of Pflugerville or it's contractor (representative) may enter the property and perform all necessary repairs and maintenance and shall be entitled to fix a lien against the Property for its costs provided, however, that no owner shall be liable for a percentage of maintenance cost in excess of the owner's percentage ownership in the Property, and provided further that the City of Pflugerville shall be obligated to release such lien on any part of the Property upon tender of the owner's pro rata share of the repair and maintenance costs.
- 4. It is understood and agreed that this covenant and agreement to properly maintain said storm water pond shall be a covenant running with the land and shall be binding upon all subsequent owners of all or part of the Property on a pro rata ownership basis. It is understood and agreed that this agreement shall terminate in full force and effect two (2) years from the execution date.
- 5. The City of Pflugerville understands and agrees that (i) "Property Holder" may convey an assign this agreement to a duly created property owners association, and (ii) all duties, liabilities and obligations created by this document shall be transferred and assigned, simultaneously with the conveyance of the Property, to that duly oreated property owners association.
- This agreement may be modified, amended or terminated by joint action of both (I) The PCDC, and the Property Holder of the Property at the time of such modification amendment or termination.

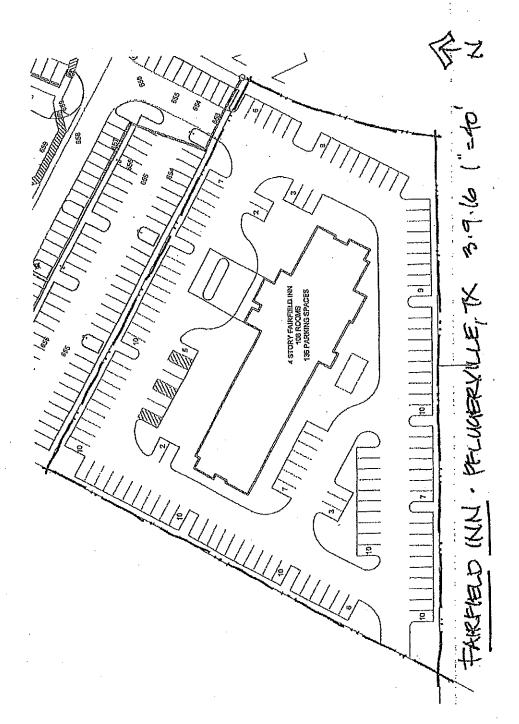
| Executed this day of, 20   |  |
|--|--|
| "PROPERTY HOLDER"  |  |
| BY: "PROPERTY HOLDER" By: Name: Title:   |  |
| AGREED AND ACCEPTED: PFLUGERVILLE COMMUNITY DEVELOR BV:  | MENT CORPORATION   |
| Name:Title:  |  |
| CITY OF PFLUGERVILLE By: Title:  | <br>   |
| STATE OF TEXAS \$ \$ COUNTY OF TRAVIS \$ This instrument was acknowledged before material representative "Title of Property corporation and partnership. | ne on theday of200, by"Property Holder<br>Holder and Property Holder", on behalf of said |
| (SEAL)   |  |
|  | Notary Public, State of Texas  |
|  | Notary's commission expires:   |
| STATE OF TEXAS \$  COUNTY OF TRAVIS \$  This instrument was acknowledge before m  of the P   | ne on theday of, 20by flugerville Community Development Corporation.                     |
| (SEAL)   | Notary Public, State of Texas  |
| ·  | Notary's commission expires:   |

|   | •                                |  |   |
|---|----------------------------------|--|---|
|   | `                                |  |   |
|   | \$ COUNTY OF TRAVIS              |  |   |
|   | This instrument was acknowledged | d before me on the day of, 200 by wille", on behalf of the City. |   |
|   | (SEAL)                           |  |   |
|   |                                  | Notary Public, State of Texas                                    |   |
|   |                                  | Notary's commission expires:                                     |   |
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| COUNTY OF TRAVIS §                                       |  |   |
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|  | efore me on the day of, 200 by e", on behalf of the City.                                | ÷ |
| This instrument was acknowledged be "City of Pflugervill | efore me on the day of, 200 by e", on behalf of the City.  Notary Public, State of Texas |   |
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| This instrument was acknowledged be "City of Pflugervill | Notary Public, State of Texas  |   |
| This instrument was acknowledged be "City of Pflugervill | Notary Public, State of Texas  |   |



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11-2-2015



### Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

#### TYPES OF REAL ESTATE LICENSE HOLDERS:

- A BROKER is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.

  A SALES AGENT must be sponsored by a broker and works with clients on behalf of the broker.

# A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents): Put the interests of the client above all others, including the broker's own interests; Inform the client of any material information about the property or transaction received by the broker; Answer the client's questions and present any offer to or counter-offer from the client; and

- Treat all parties to a real estate transaction honestly and fairly.

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

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

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

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

Must freat all parties to the transaction impartially and fairly;

May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the fransaction.

Must not, unless specifically authorized in writing to do so by the party, disclose:

that the owner will accept a price less than the written asking price;

that the buyer/lenant will pay a price greater than the price submitted in a written offer; and

any confidential information or any other information that a party specifically instructs the broker in writing not to

- - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

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

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

• The broker's duties and responsibilities to you, and your obligations under the representation agreement.

• Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

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

|  | •           |                          |  |
|--|-------------|--------------------------|--|
| Licensed Broker/Broker Firm Name or<br>Primary Assumed Business Name | License No. | Email                    | Phone  |
| Designated Broker of Firm  | License No. | · Email                  | Phone  |
| Licensed Supervisor of Sales Agent/<br>Associate                     | License No. | Emall                    | Phone  |
| Sales Agent/Associate's Name   | License No. | Emali<br>S/S// b<br>Date | Phone  |
| Regulated by the Texas Real Estate Comm<br>TAR 2501                  |             | Informatio               | on avaitable at www.trec.texas.gov<br>: IABS 1-0<br>Fex512,110,6441 : PCDC is SRH Ho |

201500032 FINAL PLAT REPLAT OF LOT 2D OF THE REPLAT OF LOT 2C - RENEWABLE ENERGY PARK AND LOT 1B OF THE REPLAT OF LOT 1 - RENEWABLE ENERGY PARK SITE ADORESS: IMPACT WAY/PECAN STREET PRINGERVILLE, TX 78660 = 100 FEE1 1 INCH OWNER: SRH HOSPITALFTY HOLDINGS, LLC 16800 WESTGROVE, SUITE 100 ADDISON, TX 75001 ENGINEER: Terrent & francesia. THAOTHY I. MOLTZ, P.E. NO. 79901 CAVALYST ENGINEERING GROUP, C.P. 117 PECAN STREET WIST PRIJECKYALE, TX 78660 [S12] 944-6077 PH LOT 2F SURVEYOR: FRED L. DODO, IR. DODD SURVEYING & MAPPING CD. 112 PECAN STREET WEST PRINGERVILLE, TEXAS 78660 (512) 843-3633 PH (OT 7A (2.585 AC) (5 10T SUMMARY 10T 2F = 1.475 ACRES (64,244 SQUARE FEET) 10T 2D = 5.025 ACRES (218,883 SQUARE FEET) 10T 18 = 3.830 ACRES (166,879 AQUARE FEET) ROADWAY SUMMARY NO ADDITIONAL RIGHT-OF-WAY ADDED TO THIS PLAT. TBM #1 - ELEVATION 653.1\*
SQUARE CVT ON CONCRETE HEADWALL SOUTHEAST
INTERSECTION OF SUIL DIGHT MEAR WAY AND PECAN STREET
INTERSECTION OF SUIL DIGHT MEAR WAY AND PECAN STREET
[GRID COORDINATES] TBM #2 - ELEVATION 656-22" SQUARE CUT ON TOP OF CURB IN THE EAST RIGHT-DF-WAY OF SUPACT WAY N: 10127874.95 E: 3160936.53 [GRID COCADINATES] LOT 2B GUS ACRES (257 28 (2584-266) 10.100 MS12 10110 (01 2E (5.72) 6CR(4) REPLAT OF LOT 1 REHEWASEE ENERGY PARK DOC NG 2013C0165 O.A.R.T.C. HELIOS WAY HELIOS WAY UNEHI NO 101100199, 0 PRIC UN ROW! RENEWABLE ENERGY PAR DOC NO. 201100199 D.P.R.T.C. T WAY IMPACT VI REPLAT OF LOT 3C RENEWABLE ENERGY PARK DOC NO. 2014(0128 O.P.R.T.C. NO PORTION OF THE TRACT IS INTERFERS BOARDARES OF THE BOARDARES FIGOUR PLAN OR ANY WATERWAY THAT IS WITHIN THE LIAITS OF STODY OF THE PEDERUL FLOOD INSURANCE ADMINISTRATION, FIRM PANEL NO. 4445000500 DATED AUDUST 18, 7014 FOR THANS COMPITY, FROM SHEET 1 OF 2 all bearings are based on orio bearings. Distances are surface distances, documentes are surface values based on The teads state runk goordinate system hadds, central teads zone, usans a combined scale factor of b dispress. ECONO STRUCT POCHO PLUCE DE ECONNICO WATER & WASTEWATER LASEVENT PUBLIC UTILITY EASEMENT OFFICILL PUBLIC RECORDS TRAVIS COUNTY EXSTRUC OF SOCRALK  ${ t DODD}$ Catalyst Engineering Group

11) Areas Sana Was Office (112) 946-6077

Byggarette, Teoro 74650 Abbite (111) 657-2210 DATE OF PLAT: 12/01/2014
REVISION DATE CORRECTED CHECKED TBPE FIRM NO. F-13275