



International American Education Federation, Inc., d/b/a International Leadership of Texas

July 15, 2020 Regular Meeting

Date and Time

Wednesday July 15, 2020 at 6:15 PM CDT

Meeting Notice & Mission Statement

In compliance with the Texas Open Meetings Act, the Texas Government Code, Chapter 551, timely public advance written notice (at least 72 hours before the scheduled time of the meeting) is given of the subjects to be considered by the Board of Directors of International Leadership of Texas (the "Board") and the Board will convene a Regular Open Meeting of the Board of Directors of International Leadership of Texas on the date and time set forth herein.

Special Notice: Public Meetings at Headquarters are Suspended Until Further Notice:

International Leadership of Texas Board of Directors will be holding its regularly scheduled public board meeting on 7/15/2020 at 6:15 PM. Members of the public will be able to watch the meeting via the link <https://zoom.us/j/801651349> or by a link that will be posted on the ILTexas.org website (click the button "Board Meetings" to view any updates to this Notice).

If you would like to sign up to speak at the meeting, please send your name to board@iltexas.org, 24-Hours in advance so that we will be able to promote you to a panelist, which will allow you to speak with our board members.

It normally is the intent of the Board to have a quorum physically present at the above address and to allow any Board members not physically present to participate by live two-way video and audio feed in accordance with the Texas Open Meetings Act. However, due to the COVID-19 Coronavirus Pandemic and the governmental and administrative responses to that Pandemic, the Board intends to conduct the Meeting via videoconference. A quorum of the Board will not be physically present at the usual Headquarters address. Neither will the presiding officer physically present there. Nevertheless, the Meeting will be open to the public. Every effort will be made to facilitate public viewing of the Meeting while it is in progress via live video feed and, subject to limitations of the technology and logistics, to allow the usual opportunities for those who wish to speak to do so. Please access this Agenda via the ILTexas website as the time of the Meeting approaches, in order to find any additional information or updated links concerning the Meeting.

The Board hereby certifies that this notice was posted on a bulletin board or on something akin thereto or at a place readily accessible and convenient to the public at 1820 N. Glenville Dr., #100, Richardson, TX 75081, as well as online at www.ILTexas.org. The items on this Agenda may be taken in any order. The mission of ILTexas is to prepare students for exceptional leadership roles in the international community by emphasizing servant leadership, mastering the English, Spanish, and Chinese languages, and strengthening the mind, body and character.

/s/ Finn Simmens, For ILTexas' Board

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:15 PM
Opening Items			
A. Record Attendance and Guests			
B. Call the Meeting to Order			
C. APPROVE MINUTES OF JUNE 17, 2020 REGULAR BOARD MEETING	Approve Minutes		
Approve minutes for June 17, 2020 Regular Meeting on June 17, 2020			
II. Public Speakers			
Board Services			
A. Guests who spoke, if any	FYI		
III. Superintendent-CEO Report And Information Items			
A. SUPERINTENDENT-CEO REPORT	FYI	Eddie Conger	
B. SCHOOL LEADERSHIP REPORT	FYI	Dr. Thomas Seaberry	
C. CHIEF ACADEMIC OFFICER REPORT	FYI	Dr. Laura Carrasco	
D. CHIEF ADMINISTRATIVE OFFICER REPORT	FYI	Jerry McCreight	
IV. Executive Session			
A. AUTHORIZATION	FYI		
Closed Session for Any and All Reasons Permissible by Texas Law, including, but not limited to, Texas Government Code Sections 551.071, 551.072, 551.073, 551.074, 551.075, 551.076, 551.082, 551.083, 551.084, pertaining to any item listed on this agenda, as permitted by applicable law.			
V. Board Items for Action -- Consent Agenda			
A. CONSIDER/ACT ON COVID-19 RESOLUTION (EMERGENCY DECLARATION AND RESPONSE)	Vote	Eddie Conger	
Discuss/Take Action to approve new COVID-19 Resolution for Emergency Declaration and Response.			
VI. Board Items for Discussion/Action			
A. CONSIDER/ACT ON JUNE, 2020 FINANCIAL REPORT	Vote	James Dworkin	
Discuss/Act to approve the Financial Report for the month of June, 2020.			
B. CONSIDER/ACT ON AUTHORIZING THE ADMINISTRATION TO CLOSE ON THE PURCHASE OF LAND FOR LANCASTER-SOUTH DALLAS HS	Vote	Eddie Conger	
Discuss/Take action to authorize the administration to close on the purchase of the land at 7811 University Hills Blvd.; Dallas, TX 75241 for \$3.08MM from Bayco Properties Ltd. to serve as the site for ILTexas Lancaster-South Dallas HS.			
C. CONSIDER/ACT ON CONTRACT FOR A PROPOSED NEW HQ BUILDING	Vote	Eddie Conger	

Cover Sheet

APPROVE MINUTES OF JUNE 17, 2020 REGULAR BOARD MEETING

Section: I. Opening Items
Item: C. APPROVE MINUTES OF JUNE 17, 2020 REGULAR BOARD MEETING
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for June 17, 2020 Regular Meeting on June 17, 2020

DRAFT



International American Education Federation, Inc., d/b/a International Leadership of Texas

Minutes

June 17, 2020 Regular Meeting

Date and Time

Wednesday June 17, 2020 at 6:15 PM

Meeting Notice & Mission Statement

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If you would like to sign up to speak at the meeting, please send your name to board@iltexas.org, 24-Hours in advance so that we will be able to promote you to a panelist, which will allow you to speak with our board members.

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/s/ Finn Simmensen, For ILTexas' Board

Directors Present

Chris Moreland (remote), Dr. Lynne Beach (remote), Major General James Williams (remote), PETER GUDMUNDSSON (remote), Soner Tarim (remote), Tracy Cox (remote)

Directors Absent

None

Guests Present

Finn Simmensen

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Major General James Williams called a meeting of the board of directors of International American Education Federation, Inc., d/b/a International Leadership of Texas to order on Wednesday Jun 17, 2020 @ 6:15 PM.

C. APPROVE MINUTES OF MAY 27, 2020 REGULAR BOARD MEETING

PETER GUDMUNDSSON made a motion to approve the minutes from May 27, 2020 Regular Board Meeting on 05-27-20.
Dr. Lynne Beach seconded the motion.
The board **VOTED** unanimously to approve the motion.

II. Superintendent-CEO Report And Information Items

A. SUPERINTENDENT-CEO REPORT

Superintendent-CEO Eddie Conger reported to the Board.

- Commissioner's statement on COVID-19 measures is anticipated soon.
- Several alternative ILTexas contingency plans for opening were summarized.
- TEA is working on clarified accountabilities for instructional minutes.
- Circumstances, including pandemic data and the views of ILTexas families, may dictate different opening plans at different campuses. Currently, substantially opening all campuses is a preferred option, subject to TEA guidance.
- Communications touching on recent national events were discussed.
- Mr. Conger responded to Members' questions concerning how to identify and respond to students whose households include a person who tests positive or is symptomatic for COVID-19 and questions concerning whether teachers might be absent.

B. SCHOOL LEADERSHIP REPORT

Deputy Superintendent of School Leadership Dr. Thomas Seaberry reported to the Board on Special Education COVID-19 plans, leadership training, and a newly adopted tool for evaluating teachers.

Also reported:

- Progress coordinating campus outreach with district marketing.
- Positive trend in conversion rate at EFW, Lancaster, Orem campuses.

Tarrant Area Superintendent Rodney Cooksy briefed the Board on current outreach to local communities, including efforts at EFW involving staff participation, resulting in dramatic increase in response by families.

Houston Area Superintendent Dr. Matilda Orozco briefed the Board on Area efforts, including:

- Spanish language open houses for outreach
- Spontaneous parent testimonials targeting communities surrounding campuses with lower enrollment
- Family engagement events coordinated with follow-up calls by administrators

Dallas Area Superintendent Tony Palagonia briefed the Board on positive trends in low-enrollment areas as a result of successful adaptation to connecting with the community under COVID-19 Pandemic conditions.

Presenters responded to Board questions about factors underlying increased efficiency of student recruiting efforts and potential opportunities to cooperate with other organizations. Among factors noted is families confirming the successful adaptation to virtual instruction.

C. CHIEF ACADEMIC OFFICER REPORT

Chief Academic Officer Dr. Laura Carrasco reported to the Board.

- Summer School participation (record-breaking high participation)
- Summer Calendar (professional development)
- Four school-opening plans briefly discussed

Superintendent Conger added a report of teachers we anticipate joining us from overseas in July-August.

A suggestion that medically vulnerable teachers might be given an option to teach virtually was discussed. Mr. Conger mentioned that TEA has shown favor to hybrid programs, although many districts have not adopted such. Importantly, it appears ILTexas proven its in-house curriculum development capabilities.

D. CHIEF ADMINISTRATIVE OFFICER REPORT

Chief of Staff Aaron Thorson reported to the Board in Mr. McCreight's absence.

- Superintendent Conger mentioned the departure of several Principals.
- Chief Thorson reported enrollment projections -- a highly conservative projection forecasts a modest drop.

Executive Director of Communications, Marketing, & Public Relations Caitlin Madison briefed the Board.

- Successful adaptation of ILTexas to operating under COVID-19 Pandemic conditions and on service the ILTexas community rendered to the public during the Pandemic crisis.
- Graduating Seniors celebrated

- Media attention in the US and in China to ILTexas and to Pandemic-responsive public service of ILTexas students.
- ILTexas digital marketing campaign highlights (performance trends positive)
- Website utilization highlights (likewise positive)
- Admission application trend (positive)

III. Executive Session

A. AUTHORIZATION

The Board left Open Session and entered Executive Session at 7:30 p.m.
The Board returned to Open Session at 8:13 p.m.

IV. Board Items for Action -- Consent Agenda

A. CONSENT AGENDA

Item 5 is to be removed from the Consent Agenda. This decision was confirmed in Open Session immediately following Executive Session.

PETER GUDMUNDSSON made a motion to approve the Consent Agenda.

Tracy Cox seconded the motion.

Chief Thorson summarized highlights of the Consent Agenda, with Item 5 removed for separate consideration. The board **VOTED** unanimously to approve the motion.

B. HB3 Board Goals were the subject of briefing by the Deputy Superintendent and the Chief Academic Officer, followed by discussion.

V. Board Items for Discussion/Action

A. CONSIDER/ACT ON MAY, 2020 FINANCIAL REPORT

Soner Tarim made a motion to approve the May, 2020 Financial Report.

Chris Moreland seconded the motion.

CFO James Dworkin reported to the Board. The board **VOTED** unanimously to approve the motion.

B. CONSIDER/ACT ON 2020-2021 INTERNATIONAL LEADERSHIP OF TEXAS BUDGET

Soner Tarim made a motion to approve the 2020-2021 ILTexas Budget.

Chris Moreland seconded the motion.

CFO James Dworkin briefed the Board. The board **VOTED** unanimously to approve the motion.

C. CONSIDER/ACT TO AUTHORIZE AMENDMENT OF 2019-2020 BUDGET

Soner Tarim made a motion to approve authorizing administration to amend the 2019-2020 ILTexas Budget to actuals.

PETER GUDMUNDSSON seconded the motion.

CFO James Dworkin briefed the Board. The board **VOTED** unanimously to approve the motion.

D. CONSIDER/ACT ON PURCHASE OF NEW SITE FOR WINDMILL LAKES-OREM HIGH SCHOOL

Chris Moreland made a motion to approve the purchase.

Dr. Lynne Beach seconded the motion.

The board **VOTED** unanimously to approve the motion.

E. CONSIDER/ACT ON EXTENDED COVID-19 EMERGENCY DECLARATION AND DELEGATION OF AUTHORITY

HB3 Board Goals were the subject of extended questioning and discussion. No vote was conducted on the Item. The Item will be before the Board again in July.

PETER GUDMUNDSSON made a motion to approve extension of the declaration and delegation.

Soner Tarim seconded the motion.

Chief Legal Officer Tim Brightman briefed the Board. The board **VOTED** unanimously to approve the motion.

VI. Closing Items

A. Adjourn Meeting

Dr. Lynne Beach made a motion to adjourn.

Chris Moreland seconded the motion.

The board **VOTED** unanimously to approve the motion.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:10 PM.

Respectfully Submitted,
Finn Simmenssen

Documents used during the meeting

- Board_Marketing.pptx
- Enrollment Data.pdf
- This Page is Blank.docx
- CAO Board Report, June 15, 2020.pdf
- Authorized Board Notification 06.17.2020.pdf
- Authorized Board Report 06.17.2020.pdf
- ALL CONSENT EXHIBITS SEQUENCED BY ITEM NUMBER.pdf
- Board Financial PKG 2020-05.pdf
- Board Finance PKG 2000-04x.pdf
- SFC exhibit re 19-20 budget to actuals.pdf
- Life Executed Contract.pdf
- Resolution extending Emergency Declaration and Authorization -- for June 17, 2020.pdf

Cover Sheet

CHIEF ACADEMIC OFFICER REPORT

Section: III. Superintendent-CEO Report And Information Items
Item: C. CHIEF ACADEMIC OFFICER REPORT
Purpose: FYI
Submitted by:
Related Material: CAO Board Report, July 2020.pdf



Fall 2020

CAO Board Report: July 15, 2020

Presented by: Dr. Laura Carrasco

Mission

The mission of ILTexas is to prepare students for exceptional leadership roles in the international community by emphasizing servant leadership, mastering the English, Spanish, and Chinese languages, and strengthening the mind, body and character.

La misión de ILTexas es preparar a nuestros alumnos para roles de liderazgo excepcionales en la comunidad internacional, haciendo hincapié en el liderazgo de servicio, el dominio de los idiomas inglés, español y chino, y el fortalecimiento de mente, cuerpo y carácter.

德克萨斯州国际领袖学校旨在于培养学生在国际社会中卓越的领导才能。我们强调学生在熟练掌握英语，西班牙语和中文的前提下 加强奉献式的领导精神及身体，头脑和品德的锻炼。

Three Options for our Families

Remote:

Options 1 & 2

In- Person:

Option 3

Option 1: Virtual School 3.0

The full ILTexas Curriculum (all courses, including Fitness and electives) will primarily be provided via a live model and follow set student and teacher schedules. Schedules will be posted by grade bands K-2 (Dual Language Immersion) DLI, 3-5 DLI, 6-8, and 9-12. Students will attend class facilitated by their teachers during the school day alongside their peers in our Zoom Classrooms. They will follow the same daily schedule Monday, Tuesday, and Thursday, Friday. On Wednesday, students will follow an alternate schedule, with at least half of the school day being independent study. Wednesdays are also days we will provide additional opportunities for tutoring, small group instruction, GT services, and time for clubs and organizations to meet virtually. Attendance will be taken daily.

K-8 Schedule, ILTexas Virtual School 3.0

Monday-Tuesday, Thursday-Friday

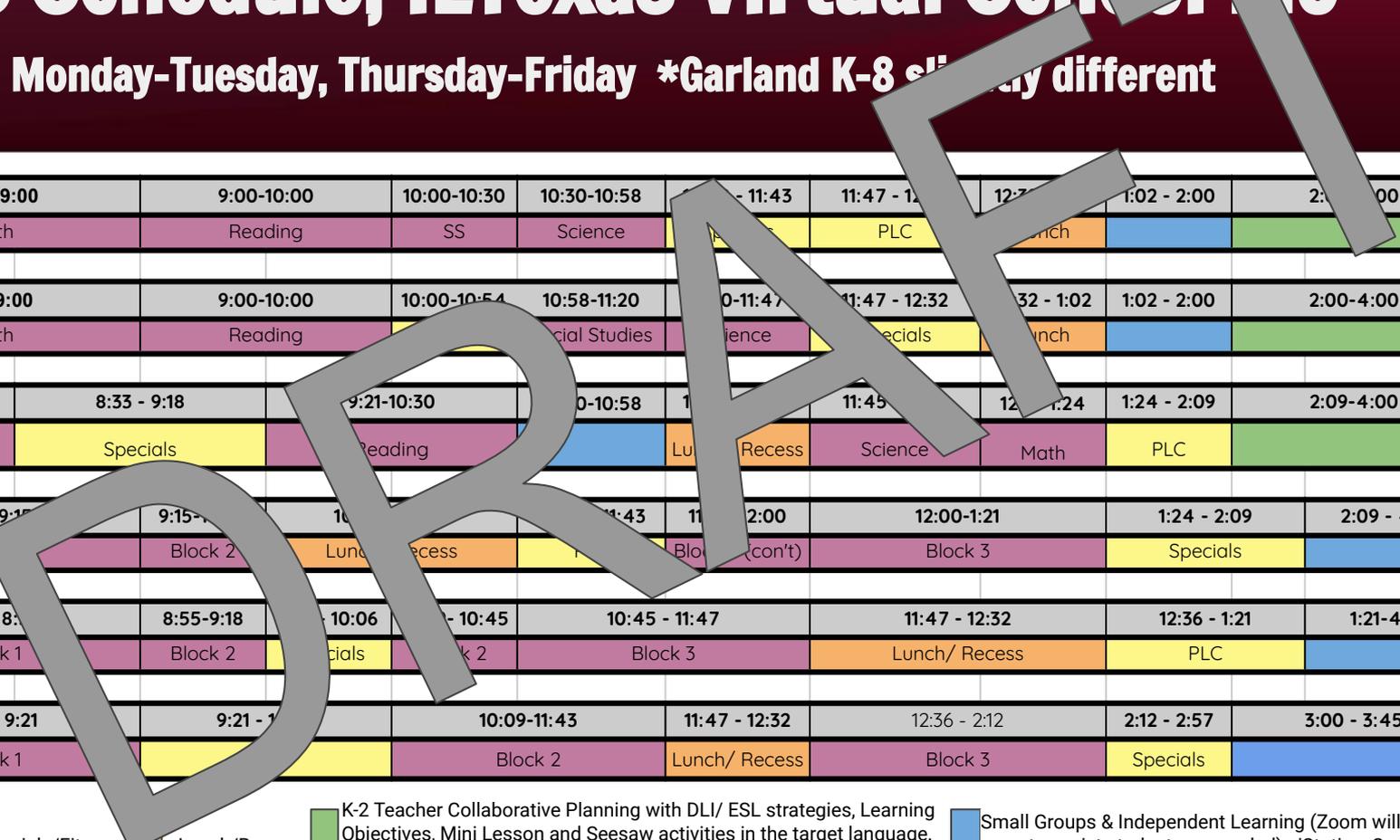
	Start Time	End Time	Enrichment/ Remediation Small Group (as needed)
K	8:00	1:02	1:02-2:00
1	8:00	1:02	1:02-2:00
2	8:00	2:09	10:30-10:58
3	8:00	2:09	2:09-4:00
4	1:45	1:21	1:21-3:45
5th-8th	7:45	2:57	2:57-3:45

DRAFT

K-8 Schedule, IL Texas Virtual School 2.0

Monday-Tuesday, Thursday-Friday *Garland K-8 schedule is different

	8:00 - 9:00	9:00-10:00	10:00-10:30	10:30-10:58	10:58-11:43	11:47 - 12:32	12:36 - 1:02	1:02 - 2:00	2:00 - 4:00
Kinder	Math	Reading	SS	Science	Specials	PLC	Lunch		
1st	Math	Reading	Special Studies	Science	Specials	PLC	Lunch		
2nd	Social Studies	Specials	Reading	Math	Lunch/Recess	Science	Math	PLC	
3rd	Block 1	Block 2	Lunch/Recess	Block 3	Block 3 (con't)	Block 3	Specials		
4th	Block 1	Block 2	Specials	Block 2	Block 3	Lunch/Recess	PLC		
5th	Block 1	Block 2	Block 2	Block 2	Lunch/Recess	Block 3	Specials		



Math/RLA/SS/Sci

Specials/Fitness

Lunch/Recess

K-2 Teacher Collaborative Planning with DLI/ ESL strategies, Learning Objectives, Mini Lesson and Seesaw activities in the target language. Differentiated activities for students' language proficiency level. Bridging Content and Language.

Small Groups & Independent Learning (Zoom will remain open to assist students as needed) - iStation, See Imagine Math

High School Schedule, Adjusted

Presented by: Chairwoman Karen Marx, Principal of ILTexas GHS

- **Mon** - A day
- **Tues** - B day
- **Wed** - Leadership /
Independent instruction /
Small group tutoring
- **Thurs** - B day
- **Fri** - A day

1st / 6th	8:55	9:15
2nd / 7th	9:25	10:45
3rd / 8th	10:50	12:10
Lunch	12:10	1:10
4th / 9th	1:20	2:40
5th / 10th	2:50	4:10

Wednesday Independent Practice Plus:

Enrichment

- Relevant Learning Opportunities and/or Service Learning Opportunities
- Choice board of activities to complete
- Reflection/Share time with Teacher and/or class

GT

- Students will continue to be serviced 1-3 times a week
- GT teachers have access to wonderful resources to provide extended learning opportunities for students

Remediation

- Limit to 2 sessions per week
- Limit on screen time 20-30 mins per session
- Share progress with students to monitor progress towards learning goals

Clubs

- Spanish Club
- Chinese Club
- Model UN
- Student Council
- World Affairs Council
- Rotary Club
- Fine Arts club
- Author's Club/Creative Writing Club

Option 2: Virtual School 3.0 Plan B

Option 2 is similar to Option 1 in that students will have access to all of their course offerings (including Fitness and electives); however, rather than via a live platform and following a set student and teacher schedule, the students may access coursework on their own time. This is ideal for students who, for whatever reason, are not able to attend class during the regular school day. Attendance will be taken based on student completion of assignments. Thus, students will have daily assignments to complete and teachers will give frequent feedback.

Option 3: ILTexas In-Person

In this program, students will be on campus five days a week. Please note that if you choose this option, there will be strict health and safety practices in compliance with the Governor's guidelines and Executive Orders, and the guidelines and directives of the Commissioner of Education. We recognize that you need more details regarding student schedules and the strict health and safety practices we will be adopting under this option. We look forward to sharing those with you during the upcoming webinars. Student enrollment numbers in this option will help us finalize these guidelines.

Curriculum & Instruction

ILTexas will continue to follow the same scope and sequence (YAG: Year at a Glance); however, will adjust (curriculum compacting, etc.) for each course and program model. YAG and Focus Areas will be adjusted based off of Leadership Report Card (Priority TEKS Clusters) & MAP data (when applicable) which will highlight most critical COVID gaps and priority TEKS.

Note: While we begin teaching the curriculum day 1, an emphasis and priority will be placed on *building relationships*, engaging in the content, and settings norms the first days of school.

Professional Development

Relationships

Relevance

Rigor

Results

Further, PD sessions are being developed to address all three Program Models.

Cover Sheet

CHIEF ADMINISTRATIVE OFFICER REPORT

Section: III. Superintendent-CEO Report And Information Items
Item: D. CHIEF ADMINISTRATIVE OFFICER REPORT
Purpose: FYI
Submitted by:
Related Material: Authorized Board Notification 07.15.2020.pdf
Authorized Board Report 07.15.2020.pdf



INTERNATIONAL LEADERSHIP OF TEXAS

**Faculty and Support Staff New Hires
Subsequent to June 17, 2020
For Board Notification on July 15, 2020**

NEW HIRES FOR THE 19/20 - 20/21 SCHOOL YEAR			
Position	Assignment	Building	Start Date
AUX - MAINTENANCE	LANDSCAPER	AREA OFFICE HOUSTON	7/6/2020
PROF - DISTRICT	STUDENT RECRUITMENT	HEADQUARTERS	7/20/2020
LIBRARIAN	LIBRARIAN	GARLAND ELEMENTARY	7/21/2020
LIBRARIAN	MEDIA SPECIALIST	WINDMILL LAKES HIGH	7/21/2020
COUNSELOR	COUNSELOR	WINDMILL LAKES HIGH	7/21/2020
PROF - CAMPUS	ELEMENTARY	COLLEGE STATION ELEMENTARY	7/21/2020
LIBRARIAN	MEDIA SPECIALIST	WINDMILL LAKES HIGH	7/21/2020
COUNSELOR	COUNSELOR	WINDMILL LAKES HIGH	7/21/2020
PROF - DISTRICT	DIAGNOSTICIAN	AREA OFFICE ARLINGTON	7/21/2020
COUNSELOR	COUNSELOR	ARLINGTON ELEMENTARY	7/29/2020
COUNSELOR	COUNSELOR	WINDMILL LAKES ELEMENTARY	7/29/2020
COUNSELOR	COUNSELOR	COLLEGE STATION ELEMENTARY	7/29/2020
PROF - DISTRICT	SPED	HEADQUARTERS	7/29/2020
PROF - DISTRICT	BEHAVIOR SPECIALIST	AREA OFFICE ARLINGTON	7/29/2020
COUNSELOR	COUNSELOR	COLLEGE STATION ELEMENTARY	7/29/2020
PROF - DISTRICT	DIAGNOSTICIAN	AREA OFFICE ARLINGTON	7/29/2020
PROF - DISTRICT	DIAGNOSTICIAN	AREA OFFICE ARLINGTON	7/29/2020
PROF - DISTRICT	DIAGNOSTICIAN	AREA OFFICE ARLINGTON	7/29/2020
PARA - CAMPUS	INSTRUCTIONAL AIDE	KATY/WESTPARK HS	7/30/2020
PARA - CAMPUS	NURSE ASSISTANT	WINDMILL LAKES HIGH	7/30/2020
PARA - CAMPUS	INSTRUCTIONAL AIDE	WINDMILL LAKES ELEMENTARY	7/30/2020
PARA - CAMPUS	INSTRUCTIONAL AIDE	KATY/WESTPARK HS	7/30/2020
PARA - CAMPUS	INSTRUCTIONAL AIDE	COLLEGE STATION ELEMENTARY	7/30/2020
PARA - CAMPUS	INSTRUCTIONAL AIDE	KATY/WESTPARK HS	7/30/2020
PARA - CAMPUS	INSTRUCTIONAL AIDE	OREM ELEMENTARY	7/30/2020
PARA - CAMPUS	INSTRUCTIONAL AIDE	EAST FT WORTH ELEMENTARY	7/30/2020
PARA - CAMPUS	INSTRUCTIONAL AIDE	KATY/WESTPARK HS	7/30/2020
PARA - CAMPUS	INSTRUCTIONAL AIDE	WINDMILL LAKES ELEMENTARY	7/30/2020
PARA - CAMPUS	CAMPUS TECHNICIAN	GARLAND ELEMENTARY	8/3/2020
TEACHER	HIGH	KELLER HIGH	8/3/2020
TEACHER	MIDDLE	KELLER MIDDLE	8/3/2020
TEACHER	ELEMENTARY	KATY ELEMENTARY	8/3/2020
TEACHER	HIGH	ARLINGTON HIGH	8/3/2020
TEACHER	ELEMENTARY	WINDMILL LAKES ELEMENTARY	8/3/2020
TEACHER	ELEMENTARY	ARLINGTON ELEMENTARY	8/3/2020
TEACHER	MIDDLE	KELLER MIDDLE	8/3/2020
TEACHER	ELEMENTARY	KELLER ELEMENTARY	8/3/2020
TEACHER	ELEMENTARY	GRAND PRAIRIE ELEMENTARY	8/3/2020
TEACHER	ELEMENTARY	KATY ELEMENTARY	8/3/2020
TEACHER	ELEMENTARY	GRAND PRAIRIE ELEMENTARY	8/3/2020
TEACHER	ELEMENTARY	COLLEGE STATION ELEMENTARY	8/3/2020
TEACHER	HIGH	WINDMILL LAKES HIGH	8/3/2020
TEACHER	HIGH	KATY/WESTPARK HS	8/3/2020
TEACHER	ELEMENTARY	WINDMILL LAKES ELEMENTARY	8/3/2020
TEACHER	ELEMENTARY	EAST FT WORTH ELEMENTARY	8/3/2020
TEACHER	MIDDLE	COLLEGE STATION MIDDLE	8/3/2020
TEACHER	HIGH	COLLEGE STATION MIDDLE	8/3/2020
TEACHER	ELEMENTARY	WEST PARK ELEMENTARY	8/3/2020
TEACHER	ELEMENTARY	COLLEGE STATION ELEMENTARY	8/3/2020
TEACHER	INTERVENTIONIST	OREM ELEMENTARY	8/3/2020
TEACHER	ELEMENTARY	COLLEGE STATION ELEMENTARY	8/3/2020
TEACHER	ELEMENTARY	LANCASTER ELEMENTARY	8/3/2020
SLP	SLP	AREA OFFICE ARLINGTON	8/3/2020
TEACHER	MIDDLE SCHOOL	OREM MIDDLE	8/3/2020
PARA - CAMPUS	ATTENDANCE CLERK/REGISTRAR	COLLEGE STATION MIDDLE	8/3/2020
TEACHER	ELEMENTARY	COLLEGE STATION ELEMENTARY	8/3/2020
TEACHER	MIDDLE SCHOOL	WINDMILL LAKES MIDDLE	8/3/2020



INTERNATIONAL LEADERSHIP OF TEXAS

TEACHER	MIDDLE SCHOOL	LANCASTER MIDDLE	8/3/2020
TEACHER	MIDDLE SCHOOL	WEST PARK MIDDLE	8/3/2020
TEACHER	MIDDLE SCHOOL	LANCASTER MIDDLE	8/3/2020
TEACHER	HIGH SCHOOL	KATY/WESTPARK HS	8/3/2020
TEACHER	MIDDLE SCHOOL	KATY MIDDLE	8/3/2020
TEACHER	ELEMENTARY	EAST FT WORTH ELEMENTARY	8/3/2020
TEACHER	ELEMENTARY	WINDMILL LAKES ELEMENTARY	8/3/2020
TEACHER	MIDDLE SCHOOL	OREM MIDDLE	8/3/2020
TEACHER	MIDDLE SCHOOL	COLLEGE STATION MIDDLE	8/3/2020
TEACHER	ELEMENTARY	COLLEGE STATION ELEMENTARY	8/3/2020
TEACHER	HIGH SCHOOL	WINDMILL LAKES HIGH	8/3/2020
TEACHER	ELEMENTARY	WINDMILL LAKES ELEMENTARY	8/3/2020
TEACHER	HIGH SCHOOL	WINDMILL LAKES HIGH	8/3/2020
PARA - CAMPUS	RECEPTIONIST/ATTENDANCE CLERK/REGI	LANCASTER HIGH	8/3/2020
TEACHER	ELEMENTARY	COLLEGE STATION ELEMENTARY	8/3/2020
TEACHER	HIGH SCHOOL	KATY/WESTPARK HS	8/3/2020
TEACHER	MIDDLE SCHOOL	COLLEGE STATION MIDDLE	8/3/2020
TEACHER	HIGH SCHOOL	LANCASTER HIGH	8/3/2020
TEACHER	ELEMENTARY	COLLEGE STATION ELEMENTARY	8/3/2020
PARA - CAMPUS	RECEPTIONIST	COLLEGE STATION ELEMENTARY	8/3/2020
TEACHER	MIDDLE SCHOOL	LANCASTER MIDDLE	8/3/2020
AUX - MAINTENANCE	FACILITIES & MAINTENANCE ASSISTANT	COLLEGE STATION MIDDLE	8/3/2020
TEACHER	MIDDLE SCHOOL	EAST FT WORTH MIDDLE	8/3/2020
TEACHER	MIDDLE SCHOOL	COLLEGE STATION MIDDLE	8/3/2020
TEACHER	MIDDLE SCHOOL	WINDMILL LAKES MIDDLE	8/3/2020
TEACHER	ELEMENTARY	KATY ELEMENTARY	8/3/2020
TEACHER	ELEMENTARY	COLLEGE STATION ELEMENTARY	8/3/2020
TEACHER	HIGH SCHOOL	WINDMILL LAKES HIGH	8/3/2020
TEACHER	ELEMENTARY	WEST PARK ELEMENTARY	8/3/2020
TEACHER	ELEMENTARY	LANCASTER ELEMENTARY	8/3/2020

Total employees hired subsequent to 06/17/2020: 87

Total Employee Count for 19/20 SY: 2,014

Total Employee Count for 20/21 SY: 1,886

All employees are contingent upon Fingerprint and HR Clearance.



INTERNATIONAL LEADERSHIP OF TEXAS

**Authorized Position Report
July 15, 2020**

19/20 - 20/21 SCHOOL YEAR

Position	# Positions	Positions Filled	Available FTE	Pending	Unfilled
AUX - FOOD SERVICE	14.00	13.00	1.00		1
AUX - MAINTENANCE	35.00	30.00	5.00	4	1
AUX - TRANSPORTATION	31.50	20.50	11.00		11
COUNSELOR	50.00	45.00	5.00	2	3
LIBRARIAN/MEDIA	18.00	15.00	3.00	3	-
NURSE	16.00	14.00	2.00		2
PARA - CAMPUS	360.00	310.00	50.00	13	37
PARA - DISTRICT	53.50	48.50	5.00		5
PROF - CAMPUS	46.00	31.00	15.00	6	9
PROF - CAMPUS ADMIN	71.00	61.00	10.00	5	5
PROF - DISTRICT	153.00	138.00	15.00	2	13
SLP	13.00	10.00	3.00		3
SUPERINTENDENT	1.00	1.00	-		-
TEACHER	1,288.00	1,149.00	139.00	71	68
Total	2,150.00	1,886.00	264	106	158

Cover Sheet

CONSIDER/ACT ON COVID-19 RESOLUTION (EMERGENCY DECLARATION AND RESPONSE)

Section: V. Board Items for Action -- Consent Agenda
Item: A. CONSIDER/ACT ON COVID-19 RESOLUTION (EMERGENCY
DECLARATION AND RESPONSE)
Purpose: Vote
Submitted by:
Related Material:
July 2020 RESOLUTION OF EMERGENCY COVID RESPONSE-clean.pdf

INTERNATIONAL LEADERSHIP OF TEXAS
AMENDED BOARD RESOLUTION
OF EMERGENCY DECLARATION
COVID-19 RESPONSE
JULY 15, 2020

WAIVER OF PROCUREMENT POLICIES &
AUTHORIZATION FOR COVID-19 RELATED PROCUREMENT AND WORK
WAIVER FOR MISSED INSTRUCTIONAL DAYS/LOW ATTENDANCE
APPROVAL OF PAY DURING CLOSURE/QUARANTINE
AUTHORIZATION OF TEA ATTESTATIONS
APPROVAL OF CLOSURES
APPROVAL OF DISTANCE INSTRUCTIONAL LEARNING/SYNCHRONOUS AND
ASYNCHRONOUS LEARNING
APPROVAL OF ATTENDANCE ACCOUNTING POLICIES & PROCEDURES
AND OTHER AUTHORIZATIONS AND STATE WAIVERS

WHEREAS, the global COVID-19 Virus pandemic is continuing to spread throughout the State of Texas, nation and communities served by the charter schools and will have significant impact for the fiscal year and 2020-21 school year such that emergency action and authorizations continue to be necessary and in the best interest of students and the school;

WHEREAS, the Texas Education Agency will be providing guidance to charter schools to continue funding for distance learning, virtual education, potentially on-site instruction and other continuity of instruction options for students and maintains appropriate records of these efforts including on-site, distance, synchronous and asynchronous education options for the 2020-21 school year;

WHEREAS, it is the desire of the Board that the Administration be prepared and authorized to act swiftly and decisively in response to anticipated increases in reported infections, governmental guidance and edicts and to take other appropriate and immediate actions to protect the health, safety and welfare of the students and staff of International Leadership of Texas;

WHEREAS, the Board of Directors of International Leadership of Texas has a substantial public interest to protect the health and safety of its students, staff, their families and community;

WHEREAS, the school's community, including school personnel, students and their families, have been and are likely to continue to be substantially impacted by the COVID-19 Virus for the duration of the summer and 2020-21 school year;

WHEREAS, the Board and Administration are following advice and directives from federal, state and local authorities in responding to the continuing COVID-19 Virus pandemic and emergency;

WHEREAS, through circumstances completely beyond their control, school employees may be forced to miss work-days due to the closure of school facilities and operations;

WHEREAS, the Board finds that a public purpose exists for excusing absences of employees who are under medically appropriate quarantine or other medically directed or advises absence related to the emergency;

WHEREAS, there is a public purpose served and a benefit to the school to continue to pay salaries, wages and health benefits during school-wide closures to the extent the Administration determines necessary, to demonstrate support of its employees, enhance morale and support retention of critical and necessary employees so they can resume work with minimal impact on students once school reopens/work resumes;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of International Leadership of Texas, at a lawfully called meeting of the Board, held in compliance with the Texas Open Meetings Act, formally declares that:

1. COVID-19 continues to harm the students, families, employees and communities of the school and constitutes an unavoidable emergency.
2. **Need for Immediate Action.** Immediate action is necessary to be able to continue to minimize the COVID-19 impact to students, staff, families and the community. Therefore, the instructional campuses and other school facilities operated by International Leadership of Texas shall be subject to physical closure as determined by the CEO/Superintendent of Charter Holder or as determined by order of the Governor of Texas or local authorities, in accordance with state law.
 - a. As authorized by TEA, the administration shall provide for instructional continuity for its students including but not limited to options for distance learning and/or virtual learning, on-site learning, synchronous and asynchronous learning, and follow TEA Guidance for same, including appropriate attestations and record keeping. Further, the Board directs and authorizes the Superintendent or designee to develop attendance accounting policies and procedures to meet state requirements and guidelines for TEA authorized instructional options.
 - b. The Superintendent may restructure and reassign/redeploy faculty and staff as necessary to accomplish this purpose and continue services to students, including the provision of food services to students in non-traditional manners **but to do so compliance with guidelines and requirements promulgated by the U.S. Department of Agriculture, Texas Department of Agriculture and in compliance with CDC, State and Local social distancing orders and guidance.**

- c. The Superintendent may open or re-open school facilities on as-needed to facilitate school business and instructional continuity for students and following local and state guidelines.
- 3. Use of School Equipment and Facilities:** In response to this emergency, the Superintendent is authorized to make school equipment and facilities available for use to provide child care and other support services to first responders, health care workers, other critical infrastructure workers and other personnel, as determined by the Superintendent, including staffing such services with school personnel and use of school equipment. **The Superintendent is authorized to make school equipment and facilities available for use by other local government, public schools, public charities, and faith-based organizations when and where necessary to provide critical support to the community. The Superintendent is authorized to make school facilities available for use by the local public health authority, county health system, hospital districts, university hospital systems or other hospitals and to enter into facility use agreements/cooperative agreements under Govt. Code chapter 791 or other applicable law to enable such use of school facilities. The Board also finds that the use of school facilities and equipment is necessary in the conduct of public schools pursuant to Education Code 45.105(c) and in the best interest of students in that it will aid in stabilizing the community and supports for employees, students and their families.**
- 4. Procurement Waiver:** The delays posed by **purchasing policy and regulatory procurement process** and the need to likely procure services and support to respond to COVID-19 to ensure the safety of all students and staff and to maintain and safeguard property and equipment will prevent or substantially impair student safety and or other essential school activities; therefore, the Board is suspending its normal purchasing policies and authorizing the Superintendent or designee to make emergency procurements reasonably necessary to respond to COVID-19 issues. This action is in accordance with Education Code 44.031(h) and other applicable law and policy. The Board further authorizes and approves such procurements as determined necessary by the Superintendent or designee. **However, to the degree necessary to nonetheless comply with the federal procurement standards established under the Code of Federal Regulations, Title 2, Part 200, Subpart D, the Superintendent or designee must nevertheless first determine that the present emergency circumstances warrant an exception to competitive procurement requirements and, if such a determination is made, adequately document the justification for using noncompetitive procurements. In utilizing the procurement by noncompetitive proposals method, the Superintendent or designee must still comply with other procurement requirements, ensure that costs are reasonable and ensure that the work performed under the noncompetitively procured contracts is specifically related to the present emergency circumstances.**

5. **Waiver for Instructional Days:** The Superintendent is authorized to apply for missed instructional day waivers and low attendance day waivers are also to be submitted for future dates, as may be necessary and approved by the Texas Education Agency.
6. **Absence Waivers:** The Superintendent or designee is authorized to excuse absences for any employee who is under a medically appropriate quarantine.
7. **Pay During Closures:** The Board authorizes the Superintendent/CEO to determine where the school may continue to pay salaries and benefits, subject to any requirements or guidance from the State, to employees who are impacted by a federal, state or local health agency ordered school-wide closure of the employee's assigned campus or duty-station. The Board finds that a public purpose and benefit to the school and its students exists to compensate employees for work days missed due to the closure of their assigned school facilities as a result of COVID-19, and that this is necessary in the conduct of the public schools pursuant to Education Code § 45.105(c). The Board authorizes the Superintendent or designee to make compensation decisions and adjustments to impacted employees as deemed appropriate to fulfill the purposes of this Resolution. It is the Board's intent that employees are redeployed and reassigned to conduct work supporting this emergency and that compensation is for that work performed; however, if a complete closure and work-stoppage is ordered that this paragraph is also in effect.
8. **TEA Attestations, Waivers and Submissions:** The Superintendent and Board President are authorized to execute and file the 2019-2020 COVID-19 Missed School Day Waiver Attestation Statement. Additionally, the Superintendent and Board President are authorized to execute and file the Attestation of Off-Campus Programs Approved for Purposes of Average Daily Attendance (TEC §48.007) with TEA. Additionally, the Superintendent and Board President are authorized to submit waivers, notices, elections or attestation relating to synchronous or asynchronous education options following TEA guidelines.
9. **Instructional Continuity:** In addition to or in lieu of closure, the Superintendent is authorized to develop and implement education continuity plans following state guidelines to allow students to be educated through low-tech, workbooks/worksheets/packets, online learning, tele- and video-learning, and other virtual or distance learning/low-tech programs including synchronous and asynchronous instructional options and traditional on-site instruction options. The Superintendent is authorized and fully supported by the Board in reassigning staff to aid in development and implementation of education continuity plans to benefit and serve students. The Superintendent is authorized to make procurements necessary to fulfill the purposes of this resolution and to meet the needs and best interest of students. The Superintendent shall inform TEA of these plans within 24 hours or as otherwise directed by TEA. The Superintendent shall adopt policies and procedures for attendance accounting and record

keeping and report same to TEA as required, and shall ensure appropriate attendance records are taken and maintained to meet TEA requirements.

10. In the event other waivers or immediate action is needed, the Superintendent is authorized, in consultation with the Board's Chair, to take other action and to submit/apply for other waivers in accordance with guidance and instructions from the State of Texas. The Board will consider ratifications of such action where determined necessary.

PASSED AN APPROVED BY THE MAJORITY OF MEMBERS OF THE BOARD OF DIRECTORS OF INTERNATIONAL LEADERSHIP OF TEXAS ON THIS 15TH DAY OF JULY, 2020. This amends and supersedes the Board's earlier resolution(s) passed on June 17, 2020.

[SIGNATURE PAGE FOLLOWS]

PASSED AND APPROVED BY THE MAJORITY OF MEMBERS OF THE BOARD OF DIRECTORS OF INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC., DBA INTERNATIONAL LEADERSHIP OF TEXAS, ON THE **15TH DAY OF JULY, 2020**.

Members Voting in Favor of Resolution:

Maj. Gen. James Williams, Board President

Lynne Beach, M.D., Board Vice President

Mr. Tracy Cox, Board Secretary

Dr. Soner Tarim, Board Member

Mr. Peter Gudmundsson, Board Member

Mr. Chris Moreland, Board Member

*The undersigned, being the Secretary of the Corporation, hereby certifies that the foregoing represents a true copy of a Resolution of the Directors of the Corporation, duly held on **July 15, 2020**, which Resolution is in full force and effect and has not been revoked or amended.*

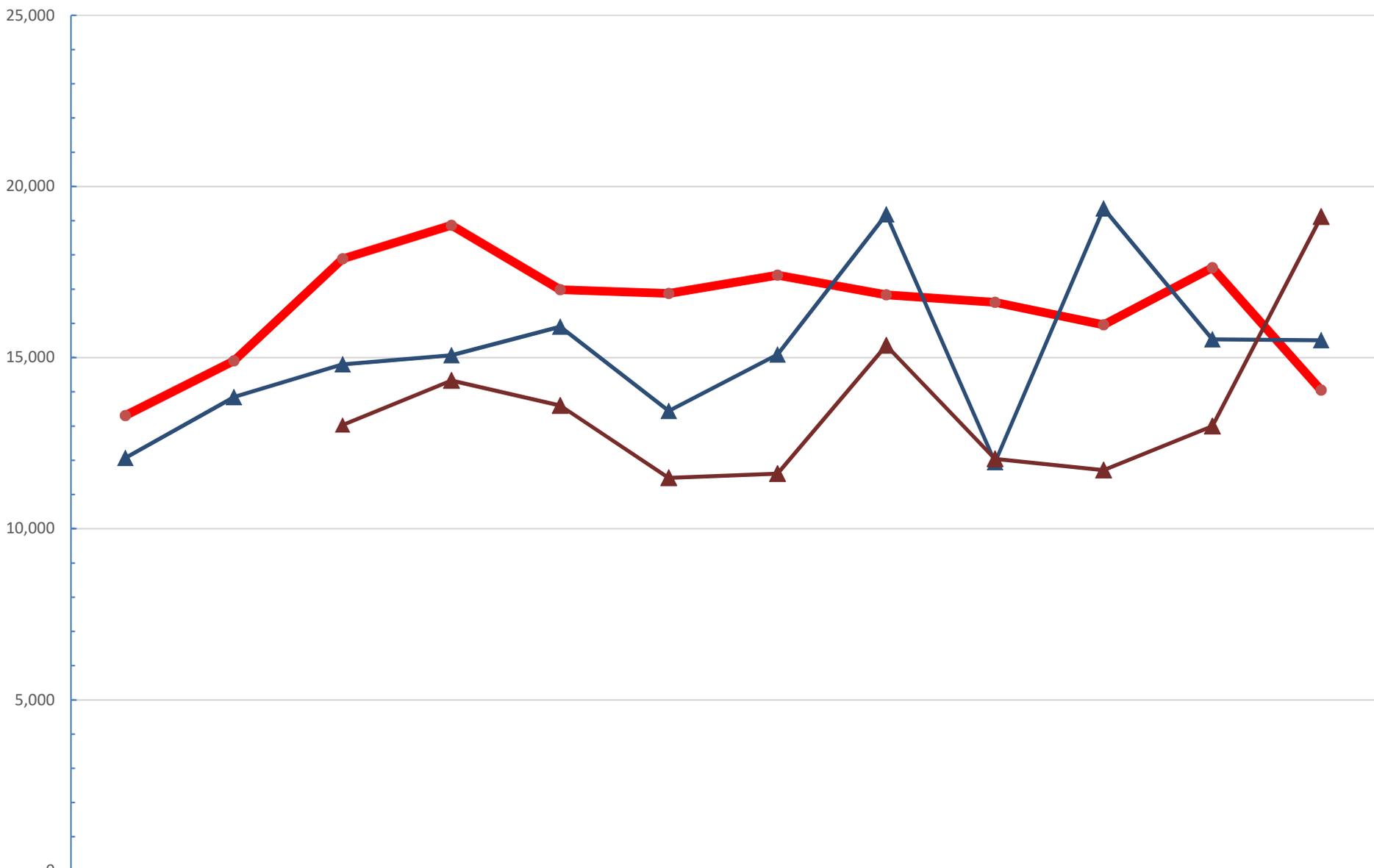
Secretary ____/____/____

Cover Sheet

CONSIDER/ACT ON JUNE, 2020 FINANCIAL REPORT

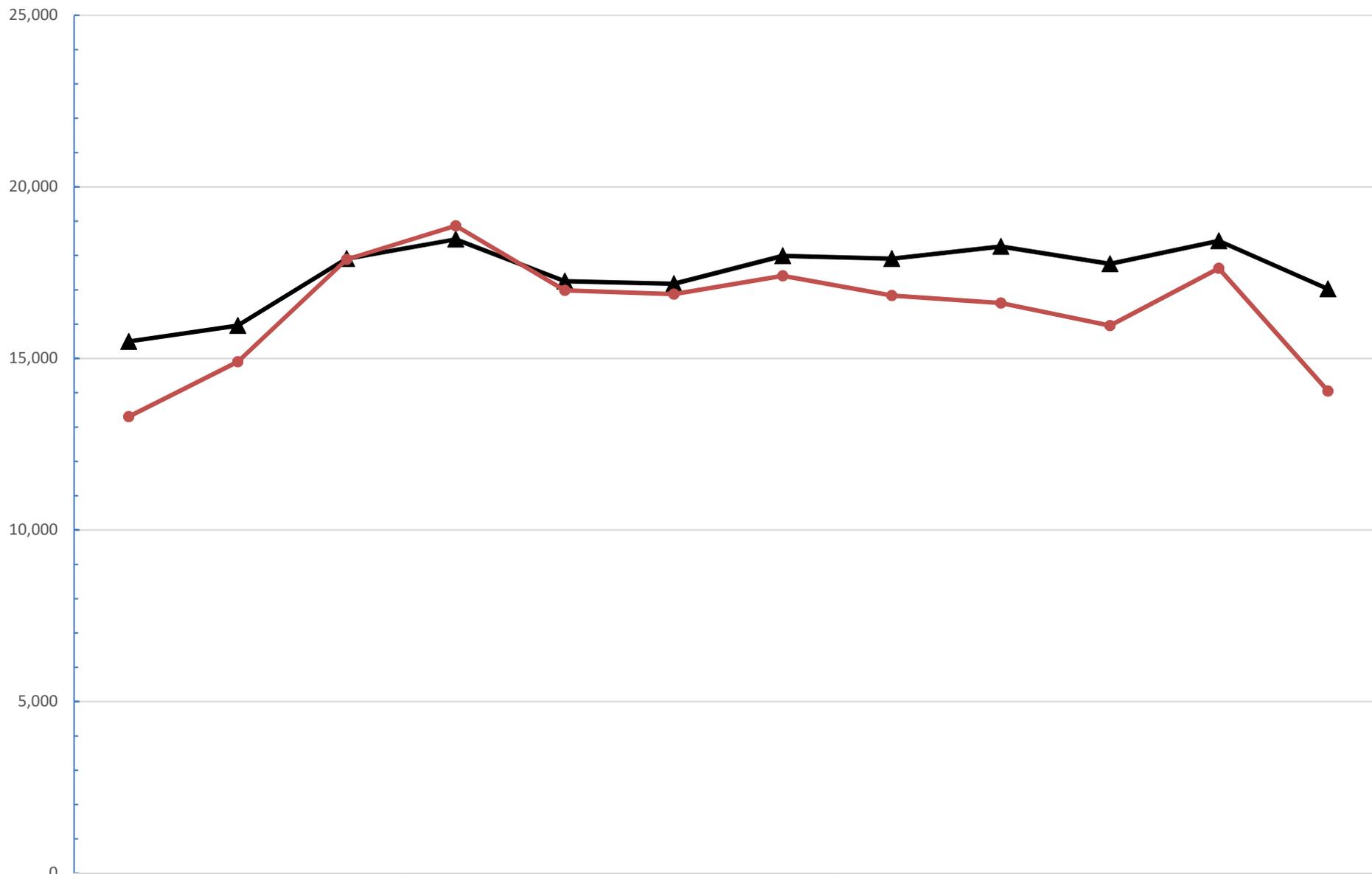
Section: VI. Board Items for Discussion/Action
Item: A. CONSIDER/ACT ON JUNE, 2020 FINANCIAL REPORT
Purpose: Vote
Submitted by:
Related Material:
Board Financial Pkg - June 2020 plus Purchasing June 2020 -- 7-15 ver.pdf

TOTAL MONTHLY EXPENSES



	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
2019-20e	13,306,685	14,902,934	17,887,960	18,866,142	16,983,198	16,876,725	17,406,249	16,833,481	16,612,385	15,957,893	17,624,013	14,047,397
2018-19e	12,064,266	13,846,414	14,803,071	15,066,973	15,906,248	13,443,654	15,087,697	19,185,321	11,941,085	19,356,312	15,535,001	15,506,318
2017-18e			13,028,849	14,327,292	13,599,015	11,483,786	11,607,541	15,357,228	12,041,348	11,710,592	12,998,085	19,115,821

FY 2020 Revenue and Expense



	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
▲ FY20 Rev	15,494,578	15,955,879	17,906,962	18,470,825	17,250,663	17,173,369	17,989,492	17,903,384	18,264,391	17,759,333	18,427,481	17,027,267
● 2019-20e	13,306,685	14,902,934	17,887,960	18,866,142	16,983,198	16,876,725	17,406,249	16,833,481	16,612,385	15,957,893	17,624,013	14,047,397

ILTexas Board Report

Chief Financial Officer

June 30, 2020

Overall Status:



On Track

State of Financials and Key Ratios

Key Ratios / Indicators	Results	Stat	Notes
YTD Change in Net Assets	\$ 12,318,000		Budget = \$ 2,287,882
Estimated 6/30/20 Days Cash On Hand	112 On Hand (135 Total)		Goal = 76 days Bonds = 45 days FIRST >20 days
Day's Cash =	\$501,000		
Administrative Ratio (function 21+41/11+12+13+31)	< 8.0%		Target FIRST = 14%
Current Enrollment (As of end of Month)	19,148 (n/a)		Budget = 19,350 Target = 21,668
Current Ratio (current asset/current liabilities)	2.4		1.00
Debt Service Coverage Ratio (net Income before int. pmt. and dep / Int. and principal pmt.)	1.7x		1.10x

Key Indicators	FY 2019	2020 Budget	Current 2020
Revenue	\$ 191,842,540	\$ 211,881,139	\$ 209,600,000
Expenses	\$ 183,943,039	\$ 209,787,569	\$ 197,300,000
Net Inc.ome	\$ 7,899,501	\$ 2,093,570	\$ 12,300,000

Treasury / Accounting

BANKING

• BBVA	56,480,000	1.000%
• BBVA mmkt	-0-	0.500%
• TexPool	60,000	0.524%

• Total Cash	\$ 56,540,000	(↑\$13,840,000)
• Less: Accel Pmts	3,520,000	(↓\$ 2,680,000)
• Less: Revolver	25,000,000	(↑\$15,000,000)

= Base-line Cash \$ 28,020,000 (↑\$ 1,520,000)

- **YTD Fixed Assets purchases = \$5,100,000** (↑\$1,200,000)

Other Information

BBVA Loans as of June 30:

- \$15 million drawn on \$35 million line (3.15%)
- \$10 million drawn on \$10 million line (4.00%)
- Paid-down July 7

All non-MTI loans and capital leases paid in full at June 30. (One copier lease remaining.)

- | | |
|-----------------------|-----------------------------|
| - Dell Leases | - Toyota Financial Services |
| - TEQ Leases | - Ford Motor Credit |
| - Wells Fargo copiers | - BB&T Bus Loans |
| - Interbank vehicle | - BBVA/C2M Equip. Finance |

On Track Of Concern At Risk Complete

INTERNATIONAL LEADERSHIP OF TEXAS

UNAUDITED

FINANCIAL SUMMARY

	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	FY 2020
	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020
Base Cash (excl. Excel. Pmt.)	\$ 17,044,703	\$ 14,469,498	\$ 15,093,908	\$ 17,432,293	\$ 19,764,403	\$ 19,760,020	\$ 21,106,775	\$ 24,107,430	\$ 25,530,332	\$ 26,610,519	\$ 36,451,537	\$ 53,019,662	
Accelerated TEA Payment	-	-	24,980,837	42,680,952	44,759,320	36,927,309	29,098,962	21,355,190	13,199,701	12,122,388	6,228,220	3,523,112	
Total Ending Cash	\$ 17,044,703	\$ 14,469,498	\$ 40,074,744	\$ 60,113,245	\$ 64,523,722	\$ 56,687,329	\$ 50,205,737	\$ 45,462,619	\$ 38,730,033	\$ 38,732,906	\$ 42,679,757	\$ 56,542,774	
<i>Days Cash (excl. Bond Int. Fund)</i>	42.8	34.1	85.9	121.3	128.8	112.5	98.8	89.2	76.0	76.4	83.7	112.5	
Bond Interest Fund												11,118,000	
												22.5	
Bond Project Fund	539,897	549,242	558,523	559,710	577,745	586,078	594,411	602,745	611,078	619,411	627,745	652,792	
Lease & Notes Payable	\$ 6,983,063	\$ 6,644,726	\$ 6,320,492	\$ 6,117,316	\$ 5,953,943	\$ 5,883,736	\$ 5,709,446	\$ 5,534,360	\$ 5,361,211	\$ 4,851,271	\$ 4,683,228	\$ 304,301	
\$10 million BBVA Revolver	n/a	\$ 10,000,000	\$ 10,000,000										
\$35 million BBVA Revolver	n/a	\$ 15,000,000											
Revenues	\$ 15,494,578	\$ 15,955,879	\$ 17,906,962	\$ 18,470,825	\$ 17,250,663	\$ 17,173,369	\$ 17,989,492	\$ 17,903,384	\$ 18,264,391	\$ 17,759,333	\$ 18,427,481	\$ 17,027,267	\$ 209,623,625
Less Expenses:													
Payroll Costs	7,738,945	8,841,251	9,697,401	9,901,141	9,593,756	9,883,589	9,581,057	9,322,735	9,724,160	9,141,231	10,697,986	10,271,451	114,394,703
Other Operating	1,750,567	2,255,795	4,371,634	5,212,404	3,679,780	3,296,367	4,118,408	3,806,022	3,260,194	3,429,470	3,183,982	2,965,832	41,330,455
Interest & Amort.	2,627,513	2,610,788	2,666,520	2,600,191	2,611,107	2,598,214	2,608,229	2,607,434	2,530,751	2,120,201	2,611,979	(409,914)	27,783,011
Depreciation	1,189,660	1,195,100	1,152,406	1,152,406	1,098,555	1,098,555	1,098,555	1,097,290	1,097,280	1,266,991	1,130,065	1,220,029	13,796,892
Change in Net Assets	2,187,893	1,052,945	19,002	(395,318)	267,466	296,644	583,243	1,069,904	1,652,007	1,801,440	803,468	2,979,869	12,318,563
EBIDA	\$ 6,005,065	\$ 4,858,833	\$ 3,837,927	\$ 3,357,279	\$ 3,977,128	\$ 3,993,412	\$ 4,290,028	\$ 4,774,627	\$ 5,280,037	\$ 5,188,633	\$ 4,545,513	\$ 3,789,984	\$ 53,898,466
Total Liabilities	476,382,385	460,236,897	485,647,353	504,673,923	506,184,451	497,176,066	520,289,500	512,721,851	505,194,917	502,269,571	506,061,422	522,788,706	
Total Equity	4,314,172	5,367,117	5,386,119	4,990,801	5,258,267	5,554,911	6,138,154	7,208,058	8,860,064	10,661,505	11,464,973	14,445,758	
<i>D/E</i>	110.4	85.8	90.2	101.1	96.3	89.5	84.8	71.1	57.0	47.1	44.1	36.2	<i>CFO Target = 4:1</i>
<i>Equity Percent</i>	0.9%	1.2%	1.1%	1.0%	1.0%	1.1%	1.2%	1.4%	1.7%	2.1%	2.2%	2.7%	<i>CFO Target = 20%</i>
<i>Interest & Amort % of Revenue</i>	17.0%	16.7%	16.0%	15.5%	15.4%	15.4%	15.2%	15.2%	15.0%	14.7%	14.6%	13.3%	<i>CFO Target < 8%</i>

INTERNATIONAL LEADERSHIP OF TEXAS

UNAUDITED

REVENUE EXPENSES

	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Unaudited
	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020
Enrollment													
Total Local Support	69,997	539,563	490,891	504,039	250,153	323,304	737,150	316,961	230,393	(309,024)	104,009	27,820	3,285,256
Total State Funds	15,411,602	15,411,601	15,005,631	15,946,211	15,017,309	15,284,610	15,203,734	15,711,368	14,712,880	15,344,909	16,279,380	15,946,469	185,275,704
Total Federal Program Rev.	12,979	4,714	2,410,440	2,020,575	1,983,201	1,565,454	2,048,608	1,875,056	3,321,118	2,723,448	2,044,092	1,052,978	21,062,665
Total Revenues	\$ 15,494,578	\$ 15,955,879	\$ 17,906,962	\$ 18,470,825	\$ 17,250,663	\$ 17,173,369	\$ 17,989,492	\$ 17,903,384	\$ 18,264,391	\$ 17,759,333	\$ 18,427,481	\$ 17,027,267	\$ 209,623,625
Expenses													
11 Instructional	6,267,815	6,935,361	8,295,404	8,369,354	7,823,429	7,662,927	7,721,050	7,267,574	8,112,527	8,169,352	9,364,592	7,549,712	93,539,099
12 Inst. resources & media	65,383	66,308	71,724	103,012	72,260	73,053	77,547	69,864	84,026	66,423	66,701	67,004	883,307
13 Curriculum & inst. staff de	410,790	532,657	550,345	689,223	562,469	531,956	552,240	578,827	611,444	547,776	499,454	570,818	6,637,998
21 Instructional leadership	90,635	108,264	113,539	119,491	113,802	108,777	118,005	105,305	120,464	114,936	104,367	103,239	1,320,823
23 School leadership	719,975	757,617	844,347	805,346	801,681	794,697	793,466	775,317	809,754	774,138	769,252	763,203	9,408,793
31 Guidance counseling & evi	311,472	321,339	381,740	610,657	450,406	387,942	394,533	440,185	370,864	447,064	431,327	323,787	4,871,316
32 Social work services	97	5,776	7,667	12,973	12,249	5,676	8,643	8,045	5,793	6,603	9,795	5,341	88,657
33 Health services	106,324	110,996	128,474	137,959	125,421	124,486	124,901	120,913	123,381	110,623	108,136	108,285	1,429,900
34 Student transportation	58,494	70,235	120,121	125,966	156,159	109,770	113,739	111,657	105,656	120,111	86,574	97,726	1,276,209
35 Food services	23,678	38,022	552,377	1,009,125	1,106,719	1,950,488	1,136,225	1,151,885	721,996	782,091	845,183	638,783	9,956,573
36 Extracurricular activities	80,776	237,417	108,661	156,477	121,823	108,894	140,628	110,649	109,114	(8,773)	84,141	89,000	1,338,808
41 General administration	402,931	398,571	446,064	643,426	493,408	405,246	432,251	1,202,829	501,859	(286,667)	492,613	415,591	5,548,123
51 Facilities maintenance & o	1,832,526	2,169,666	2,718,537	2,744,165	1,918,619	1,521,991	2,398,920	1,651,160	1,676,039	1,934,233	1,695,275	2,748,959	25,010,091
52 Security and Monitoring	-	15,854	176,566	247,249	175,564	145,325	150,930	180,592	17,881	134,311	37,982	205,650	1,487,905
53 Data processing services	279,261	489,823	645,782	411,570	364,784	282,741	299,893	295,266	324,556	719,042	463,683	626,350	5,202,751
61 Community services	29,014	27,740	60,094	67,383	72,937	64,541	330,146	155,978	381,280	111,181	172,991	143,864	1,617,147
71 Debt service	2,627,513	2,617,288	2,666,520	2,612,766	2,611,107	2,598,214	2,612,129	2,607,434	2,530,751	2,215,451	2,611,979	(409,914)	27,901,236
71 Gain - Asset Recovery	-	-	-	-	-	-	-	-	-	-	(220,033)	-	(220,033)
81 Fundraising	-	-	-	-	360	-	1,000	-	5,000	-	-	-	6,360
**All													
Total Expenses	\$ 13,306,685	\$ 14,902,934	\$ 17,887,960	\$ 18,866,142	\$ 16,983,198	\$ 16,876,725	\$ 17,406,249	\$ 16,833,481	\$ 16,612,385	\$ 15,957,893	\$ 17,624,013	\$ 14,047,397	\$ 197,305,062
	915.53	-	-	-	-	-	-	-	-	-	-	(915.53)	-
Change in Total Net Assets	\$ 2,187,893	\$ 1,052,945	\$ 19,002	\$ (395,318)	\$ 267,466	\$ 296,644	\$ 583,243	\$ 1,069,904	\$ 1,652,007	\$ 1,801,440	\$ 803,468	\$ 2,979,869	\$ 12,318,563

INTERNATIONAL LEADERSHIP OF TEXAS

UNAUDITED

EXPENSE BY OBJECT

	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	ILTexas
	FY 2020	FY 2020	2019-2020										
6111 SALARY CONTROL	160	-	-	-	-	-	-	-	-	-	-	-	160
6112 SALARIES/WAGES SUB TEACH	2,185	3,880	219,237	218,620	188,627	166,252	199,628	231,069	166,851	55,315	67,825	28,950	1,548,436
6117 EXTRA DUTY/PROFESSIONAL	143,008	16,380	41,388	74,238	61,804	51,024	36,203	80,998	50,544	27,671	14,407	208,868	806,533
6118 STIPENDS/PROFESSIONAL	1,548	23,775	271,166	347,881	304,171	365,988	298,735	299,988	314,499	295,766	356,115	374,442	3,254,074
6119 SALARIES/WAGES TEACHERS/PRO	832	2,544,339	6,897,380	6,921,174	6,863,377	7,148,260	6,886,875	6,836,471	6,795,152	6,810,097	6,882,556	6,167,427	70,753,940
6121 O/T SUPPORT PERSONNEL	25,206	48,801	110,036	56,961	57,519	54,479	54,662	76,185	55,675	22,502	1,797	7,703	571,524
6127 EXTRA DUTY PAY/SUPPORT PERSN	17,516	30,150	26,527	14,619	9,853	11,134	10,352	4,143	2,024	2,724	5,601	36,517	171,158
6129 SALARIES/WAGES SUP PERSNL	(6,077)	503,974	984,623	981,537	976,731	973,210	981,753	989,185	953,242	949,673	959,146	946,482	10,193,479
6139 EMPLOYEE ALLOWANCES	-	-	16,800	23,329	26,730	23,923	22,970	22,633	22,256	22,203	22,219	21,919	224,982
6141 FICA/MEDICARE	2,865	37,442	112,559	113,432	111,449	115,779	114,428	115,237	112,724	110,178	111,056	108,519	1,165,668
6142 GRP HLTH/LIFE INS	(4,772)	114,303	559,025	558,923	557,482	556,938	553,341	554,787	552,137	555,164	554,417	553,201	5,664,946
6143 WORKERS'COMP	24,135	8,845	30,972	150,733	6,967	2,254	46,796	(5,756)	16,458	30,514	5,194	5,320	322,432
6146 TRS	136,966	216,403	427,688	439,694	429,048	414,348	375,812	117,796	682,599	259,423	369,655	365,584	4,235,016
6149 EMPLOYEE BENEFITS	(500)	-	-	-	-	-	(498)	-	-	-	-	-	(998)
6179 PAYROLL ACCRUAL	7,395,873	5,292,960	-	-	-	-	-	-	-	-	1,348,000	1,446,520	15,483,352
61-- Payroll Costs	7,738,945	8,841,251	9,697,401	9,901,141	9,593,756	9,883,589	9,581,057	9,322,735	9,724,160	9,141,231	10,697,986	10,271,451	114,394,703

INTERNATIONAL LEADERSHIP OF TEXAS

UNAUDITED

EXPENSE BY OBJECT

	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	IL Texas
	FY 2020	2019-2020											
61-- Payroll Costs	7,738,945	8,841,251	9,697,401	9,901,141	9,593,756	9,883,589	9,581,057	9,322,735	9,724,160	9,141,231	10,697,986	10,271,451	114,394,703
6211 LEGAL SERVICES	6,000	23,248	23,522	51,089	43,247	11,383	22,564	29,432	38,274	52,438	40,791	8,644	350,634
6212 AUDIT SERVICES	-	-	-	9,200	-	-	-	5,810	45,000	-	2,800	-	62,810
6219 PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	-	-	-	-	-
6239 ESC SERVICES	16,500	2,505	4,565	105,972	81,748	105,715	26,945	2,396	8,553	11,164	1,395	225	367,681
6249 CONTRACTED MAINT/RPR	481,730	319,043	517,751	107,097	89,762	188,526	55,626	29,352	68,584	126,409	341,911	(253,867)	2,071,924
6254 INTERNET SERVICES	12,508	19,818	22,729	27,466	16,815	20,907	23,589	21,519	27,191	30,185	37,478	29,075	289,280
6255 CELL PHONES	5,174	6,660	5,410	5,476	5,739	5,613	11,810	-	5,763	5,848	6,502	8,001	71,997
6256 WATER/WASTE MGMNT	23,714	49,918	143,086	102,576	117,493	46,862	77,324	89,613	75,490	139,816	54,840	38,564	959,296
6257 PHONE	7,487	17,865	15,941	24,205	9,628	13,910	12,587	18,057	16,588	35,186	22,252	15,467	209,174
6258 ELECTRIC	-	140,470	138,371	346,365	39,779	42,786	188,107	40,554	165,195	99,281	89,965	80,502	1,371,374
6259 GAS	278	1,483	2,850	3,008	(2,442)	12,091	14,973	15,977	15,419	6,927	5,636	2,552	78,751
6269 RENTALS-OP LEASES	132,726	103,440	159,172	184,702	161,537	147,731	122,796	164,475	150,101	164,576	119,226	56,086	1,666,567
6297 SECURITY SERVICE/STUDENT	-	-	72,390	95,304	106,216	79,721	72,395	92,439	-	130,775	37,880	-	687,119
6299/2 Food Service Contracted Services	-	4,908	464,003	942,252	1,046,850	1,874,595	1,060,150	1,094,367	662,514	724,913	792,562	592,060	9,259,174
6299 MISC. CONTRACTED SERVICE	506,499	998,500	1,492,951	1,578,355	1,028,702	302,471	1,420,395	567,396	458,060	489,678	369,217	638,510	9,850,733
62-- Professional and Contracted Svcs	1,192,616	1,687,859	3,062,741	3,583,067	2,745,072	2,852,310	3,109,261	2,171,388	1,736,732	2,017,197	1,922,455	1,215,819	27,296,516
6311 FUEL	-	8,450	14,192	15,522	15,835	(57)	19,879	16,046	11,731	2,439	8,115	7,589	119,741
6319 SUPPLIES M/O	39,881	24,629	49,374	60,761	38,085	13,612	44,459	22,468	40,981	104,789	134,462	161,592	735,093
6321 TEXTBOOKS	174	133,865	421,484	78,181	12,604	1,442	4,934	7,863	-	825	-	1,228	662,599
6329 READING MATERIALS	-	16,644	115,432	95,646	41,541	14,906	80,738	59,117	51,136	17,201	10,985	1,742	505,087
6339 TESTING MATERIALS	1,050	16,924	4,200	-	-	5,648	-	5,198	19,622	12,445	86,605	-	151,692
6398 DISCRETIONARY MATERIALS	-	-	-	-	180,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	600,000
6399 GENERAL SUPPLIES	197,651	90,128	446,128	900,618	313,952	122,426	470,161	1,203,040	1,103,987	601,109	732,579	458,209	6,639,990
6639 F&E / GRANT FUNDED	-	-	-	-	-	-	-	-	-	76,305	2,880	-	79,185
6669 F&E / GRANT FUNDED	-	-	-	-	-	-	-	-	-	118,698	214,476	-	333,173
63+66 Other Supplies & Materials	238,755	290,640	1,050,810	1,150,728	602,018	217,977	680,171	1,373,732	1,287,456	993,811	1,250,102	690,360	9,826,561
6411 EMPLOYEE TRAVEL	647	34,038	46,677	73,868	83,215	69,746	56,668	70,772	64,405	16,408	2,849	296	519,590
6412 TRAVEL-STUDENTS	-	968	-	13,668	3,161	6,372	8,851	4,971	7,560	4,022	-	-	49,573
6419 TRAVEL--NON-EMP	-	-	-	-	-	2,155	-	-	-	-	-	-	2,155
6429 INS/BONDING COSTS	143,996	12,817	92,812	143,932	169,865	92,812	126,470	121,977	121,977	125,116	121,977	92,812	1,366,564
6449 DEPR EXP	1,189,660	1,195,100	1,152,406	1,152,406	1,098,555	1,098,555	1,097,290	1,097,290	1,097,280	1,266,991	1,130,065	1,220,029	13,796,892
6494 RECLASS TRANSP EXP	-	(1,421)	-	(7,543)	(9,593)	(1,812)	(18,688)	(4,826)	(14,211)	-	(2,306)	-	(60,400)
6495 MEMBERSHIPS AND DUES	1,356	6,435	11,239	162,150	11,681	1,339	1,549	11,385	2,374	3,403	500	-	213,411
6499 MISC OP COSTS	173,198	217,959	107,355	79,961	74,361	55,469	150,225	56,622	53,900	174,263	108,438	966,543	2,218,293
64-- Other Operating Expenses	1,508,857	1,465,896	1,410,489	1,618,440	1,431,245	1,324,636	1,423,630	1,358,191	1,333,285	1,590,204	1,361,523	2,279,681	18,106,078
6521 INT ON BONDS	2,552,093	2,542,293	2,542,293	2,528,844	2,544,543	2,542,293	2,542,293	2,542,293	2,466,782	2,189,831	2,539,410	(249,438)	27,283,527
6522 CAPTL LEASE INT	11,987	5,786	30,696	9,327	6,976	6,976	7,027	7,010	6,993	(61,692)	17,122	(199,191)	(150,984)
6523 INT ON DEBT	21,496	20,772	51,593	20,083	17,651	7,008	16,972	16,194	15,039	(49,875)	13,510	(3,222)	147,221
6524 AMRT BOND ISSUE COSTS	41,937	41,937	41,937	41,937	41,937	41,937	41,937	41,937	41,937	41,937	41,937	41,937	503,247
6525 AMRT BOND PREM/DISC	-	-	-	-	-	-	-	-	-	-	-	-	-
6529 INTEREST CREDIT / BOND FUNDS	-	-	-	-	-	-	-	-	-	-	-	-	-
6599 OTHER DEBT FEES	-	6,500	-	12,575	-	-	3,900	-	-	95,250	-	-	118,225
7950 Gain - Asset Recovery	-	-	-	-	-	-	-	-	-	-	(220,033)	-	(220,033)
Total Expenses	\$ 13,306,685	\$ 14,902,934	\$ 17,887,960	\$ 18,866,142	\$ 16,983,198	\$ 16,876,725	\$ 17,406,249	\$ 16,833,481	\$ 16,612,385	\$ 15,957,893	\$ 17,624,013	\$ 14,047,397	\$ 197,305,062

INTERNATIONAL LEADERSHIP OF TEXAS

UNAUDITED

BALANCE SHEET

Assets	Beginning	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Current assets:													
Cash	\$ 3,772,034	\$ (589,142)	\$ (695,409)	\$ (125,509)	\$ 22,411,080	\$ 26,763,620	\$ 18,928,097	\$ 12,388,762	\$ 7,592,653	\$ 18,698,692	\$ 18,686,074	\$ 22,620,100	\$ 56,480,549
Cash Investments	16,098,557	17,633,846	15,164,907	40,200,253	37,702,165	37,760,102	37,759,232	37,816,975	37,869,966	20,031,341	20,046,832	20,059,657	62,224
Cash - Bond Interest Fund	-	-	-	-	-	-	-	-	-	-	-	-	11,118,000
Cash - Bond Project Fund	2,474,353	539,897	549,242	558,523	559,710	577,745	586,078	594,411	602,745	611,078	619,411	627,745	652,792
Due from STATE and FEDERAL programs	27,543,228	14,846,644	1,922,353	2,744,233	2,598,251	1,138,087	1,462,944	32,398,625	31,118,991	32,190,649	31,938,046	33,583,620	28,469,499
Other Receivable	116,779	122,207	123,401	123,349	123,285	123,254	123,254	566,047	566,047	566,047	566,047	-	-
Deferred expense	187,270	128,833	1,250,159	1,329,908	1,219,925	1,109,943	999,960	889,978	820,367	710,384	484,690	364,561	194,376
Other current assets	53,255	53,255	47,755	47,755	47,755	47,755	47,755	47,755	47,755	47,755	-	-	-
Total current assets	50,245,476	32,735,539	18,362,407	44,878,513	64,662,171	67,520,506	59,907,320	84,702,553	78,618,524	72,855,946	71,775,053	77,255,683	96,977,441
Non-current assets:													
Land	38,839,724	38,839,724	38,839,724	38,839,724	38,839,724	38,839,724	38,839,724	38,839,724	38,839,724	38,839,724	38,839,724	38,839,724	38,839,724
Buildings	429,710,102	429,710,102	429,710,102	429,710,102	429,710,102	429,728,316	429,728,316	429,728,316	429,728,316	429,728,316	429,710,101	429,728,315	429,746,529
Furniture and equipment	17,954,052	17,953,963	17,953,875	17,953,787	17,953,698	17,953,610	17,953,522	17,953,433	17,953,345	17,953,257	17,967,132	17,967,132	16,338,873
Vehicles	2,402,627	2,601,228	3,075,143	3,138,030	3,135,160	3,132,290	3,129,420	3,126,550	3,123,679	3,120,809	3,143,157	3,143,157	3,133,997
Less: Accumulated depreciation	(39,954,910)	(41,143,999)	(42,337,237)	(43,486,684)	(44,636,131)	(45,731,728)	(46,827,324)	(47,922,921)	(49,017,252)	(50,111,573)	(51,401,737)	(52,531,802)	(51,780,338)
Construction in Process	-	-	-	-	-	-	-	-	683,573	1,668,503	2,897,646	3,124,187	3,978,238
Total non-current assets	448,951,594	447,961,018	447,241,607	446,154,959	445,002,553	443,922,212	442,823,657	441,725,102	441,311,386	441,199,036	441,156,023	440,270,713	440,257,023
Total assets	\$ 499,197,071	\$ 480,696,558	\$ 465,604,015	\$ 491,033,472	\$ 509,664,725	\$ 511,442,718	\$ 502,730,977	\$ 526,427,655	\$ 519,929,909	\$ 514,054,981	\$ 512,931,076	\$ 517,526,395	\$ 537,234,464
Liabilities and Net Assets													
Current liabilities:													
Accounts payable	2,309,652	5,966	(40,541)	(37,302)	2,000,183	1,939,347	1,003,642	2,022,703	3,639,079	4,172,363	4,142,482	2,955,184	2,948,883
Accrued payroll	12,689,416	12,678,352	12,691,799	12,801,297	12,777,016	12,783,901	12,778,190	12,778,043	12,776,379	12,768,865	12,647,813	14,763,371	15,514,993
Accrued interest	12,892,883	12,892,883	12,892,883	12,892,883	12,892,883	12,892,883	12,892,883	12,892,883	12,892,883	12,892,883	12,892,883	12,892,883	10,954,330
Student activity funds	807,751	809,841	821,031	843,918	881,907	1,090,060	1,141,583	1,082,890	1,178,607	1,197,763	1,055,983	811,179	748,529
Deferred revenue	376,755	(15,034,846)	(30,354,108)	(4,626,005)	13,025,542	15,025,000	7,447,240	30,245,270	21,612,802	14,184,616	12,503,774	6,222,064	3,741,587
Lease liabilities, current	2,096,878	2,096,878	2,096,878	2,096,878	2,096,878	2,096,878	2,096,878	2,096,878	2,096,878	2,096,878	1,301,176	1,301,176	146,446
Notes payable, current	1,497,849	1,497,849	1,497,849	1,497,849	1,497,849	1,497,849	1,497,849	1,497,849	1,497,849	1,497,849	1,501,054	1,501,054	-
Bonds, current maturities	2,496,561	2,496,561	2,496,561	2,496,561	2,496,561	2,496,561	2,496,561	2,496,561	2,496,561	2,496,561	5,805,455	5,805,455	5,805,455
Bonds, current payment fund	-	-	-	-	-	-	-	-	-	-	-	-	-
Total current liabilities	35,167,745	17,443,484	2,102,351	27,966,078	47,668,818	49,822,479	41,354,826	65,113,077	58,191,038	51,307,778	51,850,620	46,252,365	39,860,224
	1.4	1.9	8.7	1.6	1.4	1.4	1.4	1.3	1.4	1.4	1.4	1.7	2.4
Long-term liabilities:													
Lease liabilities, long-term	1,094,792	301,637	77,268	(35,760)	(117,824)	(171,887)	(226,217)	(284,071)	(342,213)	(400,643)	185,398	129,710	157,855
Notes payable, long-term	3,200,206	3,086,699	2,972,731	2,761,525	2,640,413	2,531,102	2,515,226	2,398,790	2,281,845	2,167,127	1,863,643	11,751,288	25,000,000
Bonds payable, long-term	520,573,652	520,413,652	519,901,190	519,378,864	518,868,591	518,356,129	517,843,666	517,331,203	516,818,741	516,306,278	512,513,596	512,029,809	514,768,197
Bonds payable, reserve and pmt funds	(50,631,368)	(52,569,872)	(52,565,365)	(52,214,015)	(52,218,672)	(52,227,907)	(52,227,907)	(52,227,907)	(52,227,907)	(52,227,907)	(52,227,907)	(52,227,907)	(44,749,044)
Bonds payable, premium net issue costs	(12,335,152)	(12,293,215)	(12,251,278)	(12,209,340)	(12,167,403)	(12,125,466)	(12,083,529)	(12,041,591)	(11,999,654)	(11,957,717)	(11,915,779)	(11,873,842)	(12,248,525)
Total long-term liabilities	461,902,131	458,938,902	458,134,546	457,681,274	457,005,105	456,361,972	455,821,240	455,176,424	454,530,813	453,887,139	450,418,951	459,809,057	482,928,483
Total liabilities	497,069,876	476,382,385	460,236,897	485,647,353	504,673,923	506,184,451	497,176,066	520,289,500	512,721,851	505,194,917	502,269,571	506,061,422	522,788,706
Net assets (deficit):													
Beginning balance	(5,778,552)	2,126,280	2,126,280	2,126,280	2,126,280	2,126,280	2,126,280	2,126,280	2,126,280	2,126,280	2,126,280	2,126,280	2,126,280
Current year change in net assets	7,905,747	2,187,893	3,240,838	3,259,839	2,864,522	3,131,987	3,428,631	4,011,874	5,081,778	6,733,785	8,535,225	9,338,694	12,319,478
Total net assets	2,127,195	4,314,172	5,367,117	5,386,119	4,990,801	5,258,267	5,554,911	6,138,154	7,208,058	8,860,064	10,661,505	11,464,973	14,445,758
Total liabilities and net assets	\$ 499,197,071	\$ 480,696,558	\$ 465,604,015	\$ 491,033,472	\$ 509,664,725	\$ 511,442,718	\$ 502,730,977	\$ 526,427,655	\$ 519,929,909	\$ 514,054,981	\$ 512,931,076	\$ 517,526,395	\$ 537,234,464

INTERNATIONAL LEADERSHIP OF TEXAS

UNAUDITED

CASH FLOWS

CASH FLOW	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	FYTD
Operating activities:													
Increase in net assets	\$ 2,186,977	\$ 1,052,945	\$ 19,002	\$ (395,318)	\$ 267,466	\$ 296,644	\$ 583,243	\$ 1,069,904	\$ 1,652,007	\$ 1,801,440	\$ 803,468	\$ 2,980,785	\$ 12,318,563
Adjustments to change in net assets:													
Depreciation	1,189,660	1,195,100	1,152,406	1,152,406	1,098,555	1,098,555	1,098,555	1,097,290	1,097,280	1,266,991	1,130,065	1,220,029	13,796,892
Amortization of debt issuance cost	41,937	41,937	41,937	41,937	41,937	41,937	41,937	41,937	41,937	41,937	41,937	(374,683)	86,627
Change in cash held in trust	1,934,456	(9,345)	(9,281)	(1,186)	(18,035)	(8,333)	(8,333)	(8,333)	(8,333)	(8,333)	(8,333)	(25,048)	1,821,561
Changes in assets and liabilities:													-
Due from Texas Education Agency	12,696,584	12,924,291	(821,880)	145,982	1,460,164	(324,857)	(30,935,681)	1,279,634	(1,071,658)	252,603	(1,645,575)	5,114,121	(926,271)
Other current assets	53,009	(1,117,019)	(79,698)	110,047	110,014	109,983	(332,810)	69,611	109,983	839,496	120,129	170,185	162,928
Deposits													-
Accounts payable and accruals	(17,724,261)	(15,341,132)	25,863,727	19,702,740	2,153,661	(8,467,653)	23,758,250	(6,922,038)	(6,883,261)	(1,973,556)	(5,598,255)	(3,736,357)	4,831,866
Net cash provided by operations	378,362	(1,253,224)	26,166,213	20,756,608	5,113,762	(7,253,724)	(5,794,839)	(3,371,996)	(5,062,046)	2,220,580	(5,156,563)	5,349,032	32,092,165
Investing activities:													
Misc. purchases of equipment	-	0	(0)	(0)	(18,214)	(0)	0	(0)	0	5,164	(18,214)	(352,288)	(383,552)
Bluebird Buses (2 July, 4 August)	(199,084)	(398,168)											(597,252)
Ford 250 Truck (1 August, 2 Sept.)		(30,968)	(65,757)										(96,725)
Ford Ranger XL (2019)		(26,516)											(26,516)
Ford Fusion (2019)		(20,037)											(20,037)
Wok in Progress								(683,573)	(984,930)	(1,229,143)	(226,541)	(854,052)	(3,978,238)
Net cash used in investing	(199,084)	(475,689)	(65,757)	(0)	(18,214)	(0)	0	(683,573)	(984,930)	(1,223,979)	(244,755)	(1,206,340)	(5,102,321)
Cash flows from (to) financing activities:													
Principal paid on debt obligations	(3,005,166)	(846,293)	(495,209)	(718,106)	(685,071)	(582,669)	(686,753)	(687,548)	(685,611)	(993,728)	(651,831)	(5,279,676)	(15,317,662)
Bank loan - \$10M Revolver											10,000,000		10,000,000
Bank loan - \$25M Revolver												15,000,000	15,000,000
Cash provided (used) by financing	(3,005,166)	(846,293)	(495,209)	(718,106)	(685,071)	(582,669)	(686,753)	(687,548)	(685,611)	(993,728)	9,348,169	9,720,324	9,682,338
Net increase (decr) in cash & equivalen	(2,825,888)	(2,575,206)	25,605,247	20,038,501	4,410,477	(7,836,393)	(6,481,592)	(4,743,118)	(6,732,586)	2,873	3,946,851	13,863,017	36,672,182
Cash and cash equivalents at beginning	19,870,591	17,044,703	14,469,498	40,074,744	60,113,245	64,523,722	56,687,329	50,205,737	45,462,619	38,730,033	38,732,906	42,679,757	19,870,591
Cash and cash equivalents at end of peri	17,044,703	14,469,498	40,074,744	60,113,245	64,523,722	56,687,329	50,205,737	45,462,619	38,730,033	38,732,906	42,679,757	56,542,774	56,542,774
	(2,825,888)	(2,575,206)	25,605,247	20,038,501	4,410,477	(7,836,393)	(6,481,592)	(4,743,118)	(6,732,586)	2,873	3,946,851	13,863,017	36,672,183

Current Requisitions

(> \$250,000)

Curriculum

Benchmark Education	\$ 3,477,864
Carnegie Learning	532,350
Perfection Learning	362,062

Operating Assets

Rush Truck Center - Houston	750,927
Xerox Business Solutions	411,825

Major Vendor

(> \$100,000 during the year July 1, 2019 – June 30, 2020)

	<u>Total Paid</u>		<u>Total Paid</u>		<u>Total Paid</u>
Sodexo Operations LLC	\$ 7,651,127	Colliers International	\$ 240,729	Collegeboard	\$ 117,292
BBVA USA	3,602,073 **	The Home Depot Pro	235,843	Life Church	113,440 **
PBS – Cleaning Services	3,319,076	Edmentum Inc.	225,781	Leadership4School LLC	113,204
Dell	2,481,052	Cultural Insurance (J1 Teachers)	220,493	Accelerate Learning Inc.	112,177
Hewlett Packard Company	1,440,771	Learning A-Z LLC	207,441	LEMLED Industries LLC (AV Equip)	111,061
Munters Corporation	1,097,588 *	Door Systems Of Texas LLC	205,650 *	FW Promo-Haltom City	108,462
Higginbotham Insurance	1,057,983	Demco Inc. (Library)	205,079	Impact Fire	107,248
JS Waltz Construction	967,963 *	I Station	196,391	SHI Government Solutions (IT)	106,669
Pivot North Architecture	953,288 *	SVN Nobbs (HQ1 & HQ2)	194,818	Weatherproofing	105,314
M&A Technology	944,455	City Of Lancaster	193,849	ERS of Dallas Fort Worth	101,048
Staples	940,711	City Of College Station	193,663		
Riverside Technologies	932,887	BSN Sports LLC	185,835		
CDW Government LLC	930,143	City Of Fort Worth Water	177,388		
TXU Energy	922,344	Schulman Lopez & Hoffer	175,949		
Allstar Security Group	740,041	Texas Charter Schools	169,243		
TEQ Lease Inc..	738,391 **	NWEA Assessments	167,983		
BB&T Commercial Equipment	721,127 **	Express Booksellers	159,439		
C2M Tech	626,289	Assetgenie Inc.	157,138		
Academic Consulting (College C.)	624,420	Elliott Ford Lincoln	152,093 **		
Rush Bus Center Selma	598,356	TCSAAL-TX Charter School	151,500		
Education Service Center	485,296	Travis LacoX TNT Security	147,478		
Pearson Education Inc.	476,622	Technology Properties II	146,967		
Mercedes-Benz Financial	473,706 **	Time Warner Cable - Ca	142,551		
Mastery Education	421,274	Western BRW Paper Company	142,286		
ATR Construction Inc.	390,837 *	Scholastic Inc.	140,112		
Southwest Office Systems	381,929	Abilities Therapy And	126,714		
Follett School Solutions	370,755	Imagine Learning Inc..	126,400		
Wells Fargo Vendor Fin	348,790 **	Amazon Fulfillment	125,707		
SERVPRO (mold / dehumidify)	331,108	Devicewear LLC (IT tech cases)	125,448		
Soliant Health Inc.	291,659	Skyward Inc.	125,396		
Wright Specialty	276,631	Civf V Oplp/Stream (warehouse)	121,889		
Bell's Music Shop Inc..	259,960	Exxon Wex Bank (Fuel)	119,391		
Green Mountain Energy	247,815	School Model Support LLC	117,703		

* Construction & non-recurring Capital Assets

** Eliminated for 2021

INTERNATIONAL LEADERSHIP OF TEXAS

FIXED ASSETS - WIP

	February	March	April	May	June	YTD Total
Fixed Asset WIP	683,573	486,240	1,210,929	226,541	872,266	3,479,548
FORT WORTH AREA PROJECTS	607,746	13,362	1,150,383	36,850	657,039	2,465,379
Keller Saginaw High School Expansion						
Pivot North Architecture	215,965	552	143,308	28,344	13,290	401,458
Gessner Engineering	10,800					10,800
Keller Saginaw - Sports Fields						
Pivot North Architecture	51,705	12,810	2,923	8,506	3,385	79,329
JS Waltz Construction					58,825	58,825
Original Construction Repairs						
JS Waltz			674,876		142,504	817,380
Munters	329,276		329,276		439,035	1,097,588
DALLAS AREA PROJECTS	22,000	374,233	2,938	-	104,570	503,741
Arlington-Grand Prairie High School Expansion						
Pivot North Architecture	22,000					22,000
Lancaster-Desoto High School Gymnasium						
ATR/McCarthy Architecture		151,264			61,200	212,464
Lancaster-Desoto High School Classroom Build						
ATR/McCarthy Architecture		222,969				222,969
Community National Title - Land earnest money					40,000	40,000
Garland Office Study						
Pivot North Architecture			2,938		3,370	6,308
HOUSTON AREA PROJECTS	53,827	98,644	57,609	189,691	110,657	510,428
Katy-Westpark High School Expansion						
Pivot North Architecture	53,827	88,000	48,000	87,194	69,896	346,918
Windmill Lakes-Orem High School						
Pivot North Architecture		10,644	9,609	2,498	7,935	30,685
Old Republic National Title Insurancy Company				50,000		50,000
College Station						
Lawyers Title Company of Brazos County				50,000	30,155	80,155
Pivot North Architecture					2,670	2,670

Current Requisitions

(> \$250,000)

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** Eliminated for 2021

Cover Sheet

CONSIDER/ACT ON AUTHORIZING THE ADMINISTRATION TO CLOSE ON THE PURCHASE OF LAND FOR LANCASTER- SOUTH DALLAS HS

Section: VI. Board Items for Discussion/Action
Item: B. CONSIDER/ACT ON AUTHORIZING THE ADMINISTRATION TO
CLOSE ON THE PURCHASE OF LAND FOR LANCASTER-SOUTH DALLAS HS
Purpose: Vote
Submitted by:
Related Material:
Bayco Properties Ltd HBDOCS-#908318-v1-Contract_of_Sale_(Seller_signed).PDF.pdf

CONTRACT OF SALE

THIS CONTRACT OF SALE (the "Contract") is made and entered into by and between **BAYCO PROPERTIES LTD.**, a Texas limited partnership ("Seller") and **INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC.**, d/b/a **INTERNATIONAL LEADERSHIP OF TEXAS**, a Texas non-profit corporation, and/or assigns ("Purchaser"). Seller and Purchaser are sometimes hereafter referred to individually as the "Party" or collectively as the "Parties".

WITNESSETH:

WHEREAS, Seller is the owner of a tract of land being approximately 26.63 acres of land located at 7811 University Hills, Dallas, Dallas County, Texas 75241, together with all rights, title and interest of Seller in and to any adjacent roads, streets, alleys, easements, appurtenances and rights-of-way within the boundaries so described, being more particularly described on Exhibit "A", which is attached hereto and incorporated herein by reference for all purposes as if set forth in full (collectively, the "Property"); and

WHEREAS, Seller desires to convey the Property to Purchaser, and Purchaser desires to purchase the Property from Seller upon the terms and conditions and for the consideration hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, promises, mutual covenants, conditions and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and convey the Property to Purchaser and Purchaser agrees to purchase and pay Seller for the Property as follows:

ARTICLE I PURCHASE PRICE

1.01 **Purchase Price:** The Purchase Price for the Property shall be Three Million Eighty Thousand and No/100 Dollars (\$3,080,000.00), hereinafter called the "Purchase Price".

1.02 **Payment at Closing:** The Purchase Price shall be payable in full at the time of Closing (as hereinafter defined) in U.S. funds in cash or its equivalent

ARTICLE II EARNEST MONEY

2.01 **Earnest Money.** Within three (3) business days after the Effective Date (defined below) of this Contract, Purchaser shall deposit the sum of Forty Thousand and No/100 Dollars (\$40,000.00) ("Earnest Money") with Community National Title, 14800 Quorum Drive, Suite 150, Dallas, Texas 75254, Attn: Candie Sandlin (the "Title Company"), to be held by the Title Company pursuant to the terms of this Contract. The Earnest Money, less the Independent Contract Consideration described in Section 2.02 hereof, shall be refundable to Purchaser in accordance with the terms of this Contract. The Earnest Money shall be placed by the Title Company in an interest-bearing account. The Earnest Money, together with accrued interest thereon, shall be released by the Title Company in accordance with the terms of this Contract, specifically, upon the Closing of the transaction contemplated hereby if Closing actually occurs, or as otherwise designated pursuant to the terms of this Contract. The Earnest Money shall be applied toward the Purchase Price. The Title Company shall provide written notice to Seller within one (1) business day of the receipt of the Earnest Money. Failure of Purchaser to deposit the Earnest Money with the Title Company as provided in this Section 2.01 shall, at Seller's option, cause this Contract to be rendered null

and void and of no further force or effect, and, if so terminated by Seller, the parties shall automatically be released from all obligations one to the other hereunder.

2.02 Independent Contract Consideration. Included in the deposit of the Earnest Money described in Section 2.01 hereof, is the amount of Two Hundred Fifty and No/100 Dollars (\$250.00) (the "Independent Contract Consideration"), which amount has been bargained for and agreed to as consideration for Seller's execution and delivery of this Contract. The Independent Contract Consideration is in addition to and independent of all other consideration provided in this Contract (but shall apply to the Purchase Price), and is non-refundable in all events. If Purchaser fails to timely deliver the entire Independent Contract Consideration, then this Contract shall be terminated at the option of Seller, Purchaser shall be entitled to receive a refund of its Earnest Money held by the Title Company, and the Parties shall have no further obligations to each other hereunder.

ARTICLE III SURVEY, TITLE, AND ENVIRONMENTAL SITE ASSESSMENT

3.01 Survey. Within fifteen (15) days after the Effective Date (defined below) of this Contract, Seller shall deliver or cause to be delivered to Purchaser and the Title Company a current plat of an on-the-ground boundary survey (hereinafter referred to as the "Survey") of the Property prepared by a duly licensed Texas land surveyor (hereinafter referred to as the "Surveyor"). The Survey shall be made in accordance with Texas Society of Professional Surveyors' Standards for a Category 1A survey, identify the Property, locate accurately (and identify by volume and page reference, if applicable) all physical conditions affecting the Property, including, but not limited to, the dimensions and location of all improvements, fences, drainage ditches, easements (identifying the easements by recording dates, if applicable), power lines, highways, roads, streets, alleys, lakes, creeks, ponds, watercourses, and shall show any encroachments, conflicts, or protrusions on the Property. The Survey will contain the Surveyor's certification as to the number of acres and gross square feet contained in the Property. The metes and bounds legal description of the Property as prepared by such Surveyor shall be certified and used in the conveyance of the Property. Seller and Purchaser shall share equally in the cost of the Survey.

3.02 Title Policy. Within ten (10) days after the Effective Date of this Contract, Seller shall, at Seller's sole cost and expense, deliver or cause to be delivered to Purchaser a copy of: (i) a current commitment for an Owner's Policy of Title Insurance (hereinafter referred to as the "Title Commitment") covering the Property setting forth the state of title of the Property and binding the Title Company to issue to Purchaser a Texas Owner's Policy of Title Insurance on the standard form of policy, prescribed by the Texas State Board of Insurance at Closing in the amount of the Purchase Price; and (ii) legible copies of all documents referred to in the Title Commitment as exceptions to title or otherwise constituting exceptions to title. Title to the Property shall be conveyed free and clear of all liens, encumbrances, easements, assessments, restrictions, and tenancies, and exceptions to title caused or suffered by Seller or anyone claiming by or through Seller except the following (collectively, the "Permitted Exceptions"): (i) the lien of taxes not yet due and payable; (ii) any declaration of restrictions, grant of easements and/or common area maintenance agreements applicable to the Property; (iii) the title insurer's standard printed exceptions; and (iv) those exceptions which are approved or deemed approved by Purchaser as set forth in writing by Purchaser. The term "Permitted Exceptions" shall mean all matters either shown on the Survey or in the Title Commitment and not objected to by Purchaser (with the exception of Schedule C of the Title Commitment, which shall be resolved at Closing, and which shall be deemed objected to by Purchaser), and all matters which Purchaser has accepted or has been deemed to accept. Seller has no obligation to ensure that the Title Company will provide any endorsements to the Title Policy, including, without limitation, any deletion of the printed survey exception, all of which, if Purchaser elects to obtain any such endorsements, shall be Purchaser's responsibility and shall be at Purchaser's sole cost and expense.

CONTRACT OF SALE – Page 2 of 15

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**ARTICLE IV
REVIEW OF SURVEY AND TITLE COMMITMENT**

4.01 Review. Purchaser shall have five (5) business days after the date of receipt of the last of: (a) the Survey; (b) the Title Commitment; and (c) all of the documents referred to as exceptions to title ("Title Review Period"), within which to review and give Seller written notice of its objection to or approval of, the condition of title reflected by the Survey, the Title Commitment, and the provisions of any document referred to in the Title Commitment as exceptions to title or otherwise constituting exceptions to title. If Purchaser, subject to the limitations herein contained, objects in writing to any such item within the Title Review Period, Seller shall be given fifteen (15) days from receipt of Purchaser's written objections to eliminate or modify such items to the sole satisfaction of Purchaser ("Seller's Title Cure Period"). Seller is under no obligation to cure such objections. In the event Seller is unable or unwilling to eliminate or modify such items or cure such title deficiencies to the sole satisfaction of Purchaser, or cannot cure such objections, Purchaser shall either: (i) accept such title as Seller can deliver; or (ii) terminate this Contract by giving notice in writing to Seller within three (3) days following the earlier to occur of (A) the expiration of Seller's Title Cure Period; or (B) receipt by Purchaser of written notice from Seller describing which title deficiencies cannot or will not be cured, at which time the Title Company shall unconditionally return, after deducting the Independent Contract Consideration, the Earnest Money and any interest thereon immediately to Purchaser. If Purchaser shall fail to timely object to the Title Commitment, Survey, and documents constituting exceptions to title, then Purchaser shall be deemed to have accepted all matters relating to the Title Commitment, Survey and documents constituting exceptions to title and deemed to have waived any further rights to object to title of the Property; or if Purchaser shall fail to give such written notice of termination within the period required herein, then Purchaser shall be deemed to have accepted all matters relating to the Title Commitment, Survey and documents constituting exceptions to title, not timely objected to as aforesaid and deemed to have waived any further rights to object to title of the Property and same shall be deemed to be Permitted Exceptions.

**ARTICLE V
APPROVALS AND INSPECTIONS**

5.01 Inspection Period.

(i) Purchaser shall have ninety (90) days after the Effective Date (hereinafter referred to as the "Inspection Period") within which to conduct a due diligence inspection of the Property which may include, but shall not be limited to, engineering and feasibility studies on the subject Property. Buyer, upon notice to Seller, may extend its due diligence period up to two (2) additional thirty (30) day inspection extensions at no additional cost. Upon reasonable notice to Seller, Purchaser may conduct such studies or tests, including without limitation: soil tests, topographical studies, engineering studies and feasibility tests and other similar work. In conducting any inspections, investigations, examinations, or tests of the Property, Purchaser and its agents and representatives shall: (a) not damage any part of the Property; (b) not injure or otherwise cause bodily harm to Seller or its agents, guests, invitees, contractors and employees; (c) maintain or cause to be maintained by its agent commercial general liability (occurrence basis) insurance in terms and amounts reasonably satisfactory to Seller covering any accident arising in connection with the presence of Purchaser, its agents, and its representatives on the Property, and shall deliver a certificate of insurance verifying such coverage (and naming Seller as an additional insured) to Seller prior to entry upon the Property; (d) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (e) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; and (f) fully restore the Property to the same condition in which the same was found before any such inspection or tests were undertaken. Purchaser further agrees that in the event this Contract does not close through no fault of Seller, and the condition of the Property is altered due to tests and

inspections performed by Purchaser or on Purchaser's behalf, then Purchaser shall restore the Property to its original condition or replace any damage to the Property resulting from Purchaser's entry onto the Property. Purchaser hereby agrees to indemnify, defend and hold Seller harmless from and against any and all liens, claims, demands, damages, causes of action, liabilities and expenses (including reasonable attorney's fees and costs, asserted against or incurred by Seller arising out of Purchaser's due diligence inspection of the Property), and this indemnification shall survive termination hereof.

(ii) Seller shall deliver to Purchaser within fifteen (15) days of the Effective Date the following documents to the extent they are in Seller's possession: copies of any Environmental Site Assessment reports; copies of operating expense statements and real estate tax bills for the prior three years; copies of any lease agreements; and any information, documents or reports regarding current tenants, if any, planned or recent capital expenditures, improvements, maintenance reports or significant repairs performed by Seller on or about the Property.

(iii) Seller makes no representations or warranties of any nature, express or implied, regarding the accuracy or completeness of the information described in Section 5.01(ii) above. Should Purchaser use or rely on the Environmental Reports, Purchaser shall do so at Purchaser's sole risk. Purchaser, its agents, consultants and employees, shall not disclose any information provided to Purchaser under this Contract to any third party without Seller's prior written approval.

(iv) During the Inspection Period, Purchaser shall, in its sole discretion, determine whether the Property is suitable to Purchaser, which shall include diligently pursuing from the City of Dallas such approvals and permits necessary to construct a charter school on the Property ("City Approval"). Should the Property not prove satisfactory for any reason in the sole opinion of the Purchaser, this Contract may be canceled at Purchaser's option by Purchaser giving written notice of same to Seller on or before the expiration of the Inspection Period and any extensions permitted under Section 5.01(i) hereof, in which case this Contract shall terminate automatically and unconditionally, and the Title Company is directed to refund the Earnest Money and all interest accrued thereon immediately to Purchaser, less the Independent Contract Consideration and Reimbursement Amount set forth in the following paragraph, and the parties shall have no further liability one to the other except as to Purchaser's indemnification to Seller described in Section 5.01(i) to repair or restore the Property and its indemnification of Seller. If Purchaser has not notified Seller and the Title Company in writing on or before the expiration of the Inspection Period, and any extensions permitted under Section 5.01(i) hereof, that the Property is not satisfactory, then Purchaser shall be deemed to have approved the Property in all respects including exceptions to the title and the Survey, the Earnest Money shall vest in Seller and shall be nonrefundable, and the parties shall proceed to Closing.

(v) Purchaser acknowledges that any and all of the Documents provided to Purchaser are proprietary and confidential in nature and will be delivered to Purchaser solely to assist Purchaser in determining the feasibility of purchasing the Property. "Documents" shall mean all environmental reports, and any other writing prepared by third parties provided to Purchaser by Seller regarding the Property. Purchaser agrees not to disclose the contents of the Documents to any party outside of Purchaser's organization except to certain of its attorneys, accountants, consultants, lenders, engineers or investors (collectively, the "Permitted Outside Parties") or as otherwise may be required by law. Should Purchaser use or rely on the environmental reports, Purchaser shall do so at Purchaser's sole risk. Purchaser, its agents, consultants and employees, shall not disclose any information provided to Purchaser under this Contract to any third party without Seller's prior written approval.

(vi) Purchaser shall return all of the Documents on the earlier to occur of: (i) such time as Purchaser determines that it shall not acquire the Property; or, (ii) such time as this Contract is terminated for any reason.

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(vii) Purchaser hereby acknowledges that Seller has not made and does not make any warranty or representation regarding the truth, accuracy, or completeness of the Documents or the source(s) thereof, and that Seller has not undertaken any independent investigation as to the truth, accuracy or completeness of the Documents and is providing the Documents solely as an accommodation to Purchaser. Seller expressly disclaims and Purchaser waives any and all liability for representations or warranties, express or implied, statements of fact, and other matters contained in the Documents or in oral communications made to Purchaser. Purchaser shall rely solely upon its own investigation with respect to the Property, including, without limitation, the Property's physical, environmental, or economic condition, compliance or lack of compliance with any ordinance, order, permit, or regulation or any other attribute or matter relating thereto.

ARTICLE VI CLOSING AND REMEDIES

6.01 Closing. The Closing of the sale contemplated hereby shall be held at the Title Company on or before thirty (30) days after the expiration of the Inspection Period ("Closing Date") and the obtaining of any permits and zoning necessary for the operation of a Charter school as well as the approval of the Purchaser's Board of Directors at its first regular monthly meeting following Purchaser's obtaining the permits and zoning. Should the Board not approve the purchase and/or, if such permits and zoning are not obtained by December 1, 2020, then the Title Company shall immediately release the Earnest Money to Seller (which shall still be applied to the Purchase Price at Closing).

6.02 Obligation at Closing. At Closing, Seller shall deliver to Purchaser:

- (i) A duly executed and acknowledged Special Warranty Deed conveying the Property according to the legal description prepared by the Surveyor as shown on the Survey of the Property, subject only to the Permitted Exceptions;
- (ii) An Owner's Policy at Title Insurance issued by the underwriter for the Title Company pursuant to the Title Commitment and showing only the Permitted Exceptions;
- (iii) Possession of the Property, subject to the Permitted Exceptions;
- (iv) A certification of Seller in form satisfactory to Purchaser to the effect that Seller is not a "foreign person" as defined in 7701(a)(1) and 7701(a)(5) of the Internal Revenue Code of 1954, as amended;
- (v) An affidavit and agreement regarding debts and liens stating that there are no unpaid debts for any work that has been done or materials furnished to the Property prior to and as of Closing except as permitted by this Contract; and
- (vi) Such other documents as are customarily executed in the State of Texas in connection with the conveyance of real property, including all required Closing statements, releases, affidavits, evidences of authority to execute the documents, and any other instruments that may be reasonably required by the Title Company.

6.03 Purchaser's Obligations at Closing.

- (i) Purchaser shall deliver the Purchase Price less the Earnest Money pursuant to the terms of Sections 1.01 and 1.02 hereinabove.

- (ii) Such other documents as are customarily executed in the State of Texas in connection with the conveyance of real property, including all required Closing statements, releases, affidavits, evidences of authority to execute the documents, and any other instruments that may be reasonably required by the Title Company.

6.04 Documentation of Authority. Each Party will provide to the other or to the Title Company, or both, reasonable documentation as may be reasonably requested or required in order to confirm the proper authority of such Party to consummate the transaction contemplated by this Contract.

6.05 Closing Costs. Seller shall be responsible for the costs of the Title Commitment, release of Seller's loan liability, if any, one-half (1/2) of the cost of the Survey, tax statements or certificates, one-half (1/2) of any escrow fee, and the fees and expenses of Seller's attorneys. Purchaser shall be responsible for the costs of its due diligence efforts, its own attorneys fees, the cost of the premium for deletion of the Survey exception and any other deletions or coverages to the Title Insurance Policy requested by Purchaser, one-half (1/2) of the cost of the Survey, all loan expense fees, preparation of any deed of trust, recording fees for any deed of trust and security agreements, insurance premiums, one-half (1/2) of any escrow fee, and such other costs and expenses actually incurred by the Purchaser. Any other costs or charges of closing this transaction not specifically mentioned in this Contract shall be paid and adjusted in accordance with local custom in Dallas County, Texas.

6.06 Transfer of Title. Seller shall transfer title to the Property subject to the Permitted Exceptions, but otherwise free and clear of all debts, liens, mortgagees, tenant leases, or other liabilities and shall pay off and satisfy in full any such liabilities at Closing, other than the Permitted Exceptions.

6.07 Seller's Remedies. In the event Purchaser fails to close the transaction contemplated hereby or otherwise breaches its obligations hereunder, other than due to Seller's default hereunder or the termination hereof by Purchaser in strict accordance with the applicable provisions hereof, Seller shall be entitled to receive all Earnest Money and all interest earned thereon.

6.08 Purchaser's Remedies. If Seller fails to close the transaction contemplated hereby for any reason other than Purchaser's default hereunder or the termination hereof by Seller or Purchaser (except pursuant to this Paragraph 6.09) in strict accordance with the applicable provisions hereof, Purchaser may, as its sole and exclusive remedy, either: (a) terminate this Contract, and receive a full and immediate refund of the Earnest Money, or, in the alternative, (b) seek specific performance hereof (but not to cure title or any other defect applicable to the Property). Purchaser waives its rights to any other remedies provided at law or in equity. In no event shall Seller, its direct or indirect partners, shareholders, owners, or affiliates, any officer, director, employee, attorney, or agent of the foregoing, or any affiliate or controlling person thereof have any liability, beyond its interest in the property, for any claim, cause of action, or other liability arising out of or relating to this Contract or the Property, whether based on contract, common law, statute, equity or otherwise.

ARTICLE VII PRORATION

7.01 Prorations. All normal and customarily proratable items, including, without limitation, real estate taxes and rents, shall be prorated as of the Closing, Seller being charged and credited for all of same up to and on the Closing Date and Purchaser being charged and credited for all of same after the Closing Date. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation, provided, however, that in the event the tax rate and/or assessed valuation of the Property for the

year of Closing is changed from the rate and/or valuation used in the apportionment of taxes for the consummation of this transaction, then, upon receipt of the tax statement for the year of Closing, Purchaser shall notify Seller in writing of the changed rate and/or assessed valuation, whereupon Seller and Purchaser shall prorate said general real estate taxes based upon the actual tax rate and assessed valuation of the Property for the year of Closing and a cash settlement shall be made between Purchaser and Seller. Further, if the Property is assessed and taxed as a part of a larger parcel of real estate, then, for purposes of computing tax prorations hereunder, a proportionate part of the real estate taxes attributable to such larger parcel shall be allocated to Property on, the basis of the ratio between the number of acres comprising the Property and the total number of acres comprising the larger parcel of real estate. Purchaser shall be solely responsible for and pay all applicable rollback taxes assessed against the Property, if any. The provisions of this Article shall survive the Closing.

ARTICLE VIII REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

For purposes of this Contract, wherever the terms "Seller's knowledge" or "to the best of Seller's knowledge" is used, it shall be limited to the actual knowledge (being the current, conscious awareness of facts or other information, without investigation or implied duty to investigate) of David L. Stephens; provided, however, the foregoing individual is acting for and on behalf and in his capacity as an officer of Seller or one or more of Seller's affiliates and is in no manner expressly or impliedly making any of these representations in his individual capacity, and Purchaser hereby waives any right to sue or to seek any judgment or claim against him on an individual basis. The term "to Seller's knowledge" or "to the best of Seller's knowledge" shall not include knowledge imputed to Seller from any other person. Seller hereby represents and warrants to Purchaser that to the best of Seller's knowledge, the following facts are, as of the date hereof, and will be, as of Closing, true and correct in all material respects.

8.01 Title. At Closing, Seller will have, and will convey, transfer and assign to Purchaser, good and indefeasible fee simple title to the Property by Special Warranty Deed, free and clear of any deed of trust, mortgages, liens, encumbrances, leases, security interest, judgments, encroachments and any and all other matters affecting title, except those items approved by Purchaser pursuant to the terms hereof or approved by Purchaser as stated herein. There is no litigation pending affecting title to the Property.

8.02 Authority. Seller has the right and capacity to enter into this Contract and perform its obligations hereunder.

8.03 Foreign Entity. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, and at the Closing, Seller will deliver a sworn "Non-Foreign Status Affidavit" to such effect to Purchaser.

8.04 No Outstanding Bills. Seller shall pay all bills and expenses of the Property prior to Closing, and Purchaser shall be obligated for such expenses thereafter, subject to the proration requirements contained herein.

8.05 Possession. There are no adverse or other parties in possession of the Land, or of any part thereof as lessees, tenants at sufferance, or trespassers.

8.06 Assessments. To the best of Seller's knowledge, there are no unpaid assessments (governmental or otherwise) for sewers, water, paving, electrical power or otherwise affecting the Property (matured or unmatured) and no such assessments, to Seller's knowledge are threatened.

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8.07 Survival. All of the representations, warranties and covenants of Seller made in this Article VIII shall specifically not survive the Closing and shall be merged therein. No other representations, warranties and covenants shall be deemed to have been made by Seller unless expressly set forth herein.

8.08 DISCLAIMERS AND RELEASES.

(A) SELLER IS SELLING THE PROPERTY STRICTLY ON AN "AS IS, WHERE IS" BASIS, "WITH ANY AND ALL FAULTS." SELLER MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT OR IN CLOSING DOCUMENTS, NOR IS ANY EMPLOYEE OR AGENT OF SELLER AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY AS TO THE QUALITY OF OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO SELLER, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL SELLER BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, ON THE PROPERTY, OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS-CONTAINING MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY. BY CLOSING THE PURCHASE AND SALE, PURCHASER WARRANTS THAT THE PURCHASER HAS FULLY INSPECTED THE PROPERTY, IS FULLY SATISFIED WITH THE SAME IN ALL RESPECTS "AS IS, WHERE IS, WITH ANY AND ALL FAULTS," IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF SELLER, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT IN PURCHASING THE PROPERTY FROM SELLER.

(B) PURCHASER ACKNOWLEDGES AND AGREES THAT IT IS EXPERIENCED IN ACQUIRING, OWNING, DEVELOPING, MARKETING, LEASING, OPERATING, MANAGING AND SELLING OF PROPERTIES SIMILAR TO THE PROPERTY, AND THAT PURCHASER SHALL, DURING THE REVIEW PERIOD, THOROUGHLY INSPECT, TEST, STUDY, REVIEW AND INVESTIGATE ALL ASPECTS OF THE PROPERTY TO ITS FULL SATISFACTION, AND THAT EXCEPT FOR THE WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER MADE IN THIS CONTRACT OR IN CLOSING DOCUMENTS, PURCHASER IS RELYING SOLELY THEREON IN MAKING ITS DECISION TO ACQUIRE THE PROPERTY. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THIS CONTRACT AND IN THE CLOSING DOCUMENTS EXECUTED IN CONNECTION HEREWITH, SELLER IS NOT MAKING, AND HEREBY SPECIFICALLY DISCLAIMS MAKING ANY WARRANTY, GUARANTY OR REPRESENTATION, OF ANY KIND OR CHARACTER, WHETHER EXPRESS, IMPLIED, STATUTORY OR ARISING BY OPERATION OF LAW, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (I) THE PHYSICAL AND ENVIRONMENTAL NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS SUBSTANCES) OR THE COMPLIANCE OF THE PROPERTY WITH ANY AND ALL APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS; (II) EXCEPT FOR ANY WARRANTIES CONTAINED IN THE

DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHER MATTER AFFECTING TITLE; (III) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, STATUTES, ORDINANCES, RULES, REQUIREMENTS OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY; (IV) THE ECONOMIC VIABILITY OR MARKETABILITY OF THE PROPERTY; (V) TAX MATTERS PERTAINING TO THE TRANSACTION CONTEMPLATED HEREBY; (VI) THE ACCURACY OR COMPLETENESS OF ANY REPORTS OR OTHER INFORMATION FURNISHED BY SELLER TO PURCHASER WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ENGINEERING, FINANCIAL, ENVIRONMENTAL OR OTHER REPORTS, STUDIES OR INVESTIGATIONS, IF ANY; (VII) ZONING; (VIII) VALUATION; (IX) HABITABILITY; (X) MERCHANTABILITY; OR (XI) SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS SET FORTH HEREIN AND SELLER'S WARRANTIES SET FORTH IN THE CLOSING DOCUMENTS, PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE PURCHASE OF THE PROPERTY, AS PROVIDED FOR HEREIN, IS BEING MADE ON AN "AS IS" BASIS, "WITH ALL FAULTS," AND UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, WITHOUT LIMITATION, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY EXIST WITH RESPECT TO THE PROPERTY AND WITH FULL KNOWLEDGE AND ACCEPTANCE BY PURCHASER OF ALL INFORMATION AND MATTERS DISCLOSED IN ANY AND ALL REPORTS, STUDIES, ASSESSMENTS, INVESTIGATIONS, PROPOSALS AND DOCUMENTS FURNISHED TO, OR OBTAINED BY, PURCHASER WITH RESPECT TO THE PROPERTY. FURTHER, PURCHASER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE TRANSACTION CONTEMPLATED HEREBY WHICH HAVE BEEN MADE BY SELLER OR ANY THIRD PARTY.

(C) ANY FACTUAL INFORMATION SUCH AS PROPERTY TAXES, UTILITY INFORMATION, FINANCIAL PROJECTIONS, PROPERTY DIMENSIONS, SQUARE FOOTAGE, OR SKETCHES SHOWN TO PURCHASER OR SET FORTH HEREIN ARE OR MAY BE APPROXIMATE. PURCHASER REPRESENTS TO SELLER THAT, EXCEPT AS EXPRESSLY SET FORTH OTHERWISE IN THIS AGREEMENT, PURCHASER HAS INSPECTED AND VERIFIED SUCH FACTS AND INFORMATION TO PURCHASER'S SATISFACTION, AND THAT NO LIABILITY FOR ANY INACCURACIES, ERRORS OR OMISSIONS WITH RESPECT THERETO IS ASSUMED BY SELLER OR OTHER AGENTS OR REPRESENTATIVES OF SELLER.

(D) WITHOUT LIMITING THE PROVISIONS OF THE FOREGOING PROVISIONS, EFFECTIVE UPON CLOSING, PURCHASER HEREBY UNCONDITIONALLY AND IRREVOCABLY RELEASES SELLER FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITIES, LOSSES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATED TO THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, SAVE AND EXCEPT FOR ANY ENVIRONMENTAL PROBLEM OR CONTAMINATION OF WHICH SELLER HAD CURRENT ACTUAL KNOWLEDGE AND FAILED TO DISCLOSE TO PURCHASER PRIOR TO CLOSING. THE RELEASE SET FORTH IN THIS SECTION SPECIFICALLY INCLUDES ANY CLAIMS UNDER ANY ENVIRONMENTAL LAWS. "ENVIRONMENTAL LAWS" INCLUDES, BUT IS NOT LIMITED TO, THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. 6901, ET SEQ.), THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT (42 U.S.C. 9601, ET SEQ.); THE CLEAN AIR ACT (42 U.S.C. 4701, ET SEQ.); THE EMERGENCY

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

(E) THE DISCLAIMERS AND RELEASES SET FORTH IN THIS SECTION 8.08 SHALL SURVIVE CLOSING AND SHALL NOT MERGE THEREIN OR INTO ANY DOCUMENTS EXECUTED IN CONNECTION THEREWITH, AND SHALL BE SET FORTH IN THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING.

8.09 From the Effective Date until the Closing Date, Seller shall promptly notify Purchaser in writing of any litigation, arbitration or administrative hearing before any court or governmental agency concerning or affecting the Property, which is instituted or threatened and Seller has received written notice to that effect after the Effective Date.

ARTICLE IX NOTICES

9.01 Notices. Any notice to be given or to be served upon any Party hereto, in connection with this Contract, must be in writing, and may be given by certified or registered mail and shall be deemed to have been given and received when a certified or registered letter containing such notice, properly addressed, with postage prepaid is deposited in the United States mails; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the Party to whom it is addressed. Notices, consents or other communications given by electronic mail ("e-mail") shall be deemed to have been delivered when receipt of e-mail has been confirmed in writing by the receiving Party. Such notices shall be given to the Parties hereto at the following addresses:

TO SELLER:

Bayco Properties Ltd.
c/o David L. Stephens
P. O. Box 260711
Plano, Texas 75026
Tel: (972) 383-1595
e-mail: milstep1@hotmail.com

COPY TO:

Richard P. Bobowski, Esq.
Friedman & Feiger, L.L.P.
5301 Spring Valley Road, Suite 200
Dallas, Texas 75254
Tel. (972) 788-1400
e-mail: rbobowski@fflawoffice.com

TO PURCHASER:

International Leadership of Texas
Attn: Edward G. Conger, Superintendent-CEO
1820 N. Glenville Drive, Suite 100
Richardson, Texas 75081
Tel: 972-479-9078
e-mail: econger@iltexas.org

COPY TO:

Colliers International
Attn: Will Haynes II
1717 McKinney Avenue, Suite 900
Dallas, Texas 75202
Tel: 469-667-8870
e-mail: will.haynes@colliers.com

**ARTICLE XI
MISCELLANEOUS PROVISIONS**

9.01 Firm Offer. Seller's execution of this Contract constitutes an offer to sell the Property. Unless this Contract is accepted by Purchaser and a fully executed copy is delivered to Seller and the Title Company within five (5) days of the date Seller executed this Contract, then the offer of this Contract is fully revoked.

9.02 Effective Date. The Effective Date ("Effective Date") of this Contract shall be the last date on which Purchaser and Seller each have signed this Contract.

9.03 Calculation of Time. If the final date of any period falls upon a Saturday, Sunday or legal holiday under the laws of the State of Texas, then in such event the time of such period shall be extended to the next business day which is not a Saturday, Sunday or legal holiday under the laws of the State of Texas.

9.04 Entire Agreement. This Contract contains the complete agreement between the Parties and cannot be varied except by the written agreement of the Parties. The Parties agree that there are no oral agreements, understandings, representations, or warranties which are not expressly set forth herein. Any portion of this Contract not otherwise consummated at the Closing will survive the Closing of this transaction as a continuing agreement by and between the Parties.

9.05 Binding Agreement. All of the terms and conditions of this Contract shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of all the Parties hereto.

9.06 Time. Time is of the essence of this Contract.

9.07 Captions. The captions used in connection with, Sections of this Contract are for convenience only and shall not be deemed to construe or limit the meaning of the language of the Contract.

9.08 Multiple Counterparts. This Contract may be executed in any number of counter-parts, each of which shall be an original, but all of which together shall constitute but one instrument.

9.09 Attorney's Fees. Should the Parties to this Contract, after having made all possible reasonable efforts to resolve their differences, be forced to litigate their respective rights pursuant to this Contract, the Party prevailing shall have the right to indemnity by the opposing Party for an amount equal to the prevailing Parties' reasonable attorney's fees, court costs, and expenses growing out of the litigation between the Parties.

9.10 Assignment of Contract. Purchaser may assign this Contract and its rights hereunder to an affiliate

registered to do business in the State of Texas, provided such entity shall be controlled, controlling or under the common control with Purchaser (hereinafter called the "Assignee"). In the event of such assignment of this Contract to Assignee (a) Purchaser shall notify Seller not less than ten (10) days prior to the Closing Date; (b) Assignee shall assume all obligations of Purchaser under this Contract; and (c) from and after any such assignment the term "Purchaser" shall be deemed to mean the Assignee under any such assignment. The foregoing notwithstanding, the Purchaser shall remain liable for all of its obligations hereunder. Other than as stated herein, no assignment hereunder shall be recognized or enforced unless first approved in writing by Seller in its sole discretion.

9.11 Legal Construction. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal and unenforceable provision had never been contained in this Contract.

9.12 Email Scan. An email scan of a duly executed counterpart of this Contract shall be sufficient to evidence the binding agreement of each Party to the terms hereof. However, each Party agrees to promptly return to the other an original, duly executed counterpart of this Contract following the delivery of an e-mailed image thereof.

9.13 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. Venue in this case of any dispute hereunder shall be in Dallas County, Texas.

9.14 Survival of Covenants. Except as otherwise stated in this Contract, any of the representations, warranties, covenants, and agreements of Seller, as well as any rights and benefits of the parties' pertaining to a period of time following Closing contemplated hereby, shall not survive Closing and shall be merged therein.

9.15 Brokerage Fees and Commissions. Seller and Purchaser hereby warrant and represent to the other that there are no brokers other than Colliers International North Texas LLC, Attn: Steve Everbach ("Broker"), involved in this transaction. Seller shall pay Broker a commission of three percent (3%) ("Brokerage Fee") of the Purchase Price only in the event Closing and funding of this Contract. Seller and Purchaser hereby warrant and represent to the other, and it is agreed, that if any claims for brokerage commissions or fees, or finder's or other similar fees, are ever made against Seller or Purchaser in connection with the transaction evidenced by this Contract, all such claims shall be handled and paid by the Party whose commitments form the basis of such claim. It is further agreed that each Party agrees to indemnify and hold harmless the other from and against any and all such claims, demands, liability, loss, cost, damage or expense (including, but not limited to, reasonable attorneys' fees and costs of litigation) with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm, or corporation in connection with this Contract or the transactions contemplated hereby insofar as any such compensation is based upon a contract or commitment of the indemnifying Party. The Texas Real Estate License Act requires written notice to Purchaser that Purchaser should have an attorney examine an abstract of title to the Property or obtain a policy of title insurance. Notice to that effect is, therefore, hereby given to Purchaser. The provisions of this Section 9.15 of this Contract shall survive the Closing.

9.16 Like-Kind Exchange. Purchaser acknowledges that Seller, at any time prior to Closing, may elect, in writing, to affect a like-kind exchange under Section 1031 of the Internal Revenue Code of 1954, as amended. Accordingly, if prior to Closing, the Seller elect to treat this transaction as a Section 1031 exchange, the Seller may designate a property or properties (hereinafter collectively referred to as the "Exchange Property") as being suitable for acquisition by the Seller, and the Purchaser will cooperate fully with the Seller in effecting such exchange and Purchaser hereby agrees to execute those documents required by Seller, the Title Company and the intermediary necessary for the completion of the tax free exchange.

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Notwithstanding the foregoing, however, Purchaser's agreement to cooperate with Seller shall not, under any circumstances, (a) require Purchaser to take title to any property other than the Property (even for a temporary period of time), (b) require the expenditure of funds by Purchaser beyond its agreed to Closing costs as specified herein, (c) require Purchaser to bear any additional costs or expenses (including legal fees in reviewing any proposed exchange transaction or the documents relating to same), or (d) delay Closing of the transaction contemplated under this Contract (unless Purchaser agrees to such a delay in writing).

9.17 Return of Proprietary Information. In the event this Contract terminates for any reason, Purchaser shall, no later than five (5) days after the termination date: (i) return to Seller all those items described in the Contract that Seller delivered to Purchaser and all copies that Purchaser made of those items; and (ii) deliver copies of all inspection and assessment reports, including the environmental reports, related to the Property that Purchaser completed or caused to be completed. This Section 9.17 shall survive termination of this Contract.

9.18 No Recordation. Without the prior written consent of Seller, there shall be no recordation of either this Contract or any memorandum hereof, or any affidavit pertaining hereto, and any such recordation of this Contract or memorandum hereto by Purchaser without the prior written consent of Seller shall constitute a default hereunder by Purchaser, whereupon this Contract shall, at the option of Seller, terminate and be of no further force and effect. Upon termination, all Earnest Money shall be immediately delivered to Seller, whereupon the parties shall have no further duties or obligations one to the other except as provided in Section 5.01.

IN WITNESS WHEREOF, the Parties have executed this Contract on the dates shown below.

SELLER:

BAYCO PROPERTIES LTD.,
a Texas limited partnership

By: Bayco Group Management Company, L.L.C.,
its General Partner

By: _____
David L. Stephens, President

Date: May 18, 2020.

PURCHASER:

INTERNATIONAL LEADERSHIP OF TEXAS,
a Texas non-profit corporation, and/or assigns

DocuSigned by:
Edward G. Conger
By: _____
Name: Edward G. Conger
Title: Superintendent-CEO

6/2/2020

Date: May ____, 2020.

ACCEPTANCE BY THE TITLE COMPANY

Community National Title hereby acknowledges receipt of the foregoing Contract and agrees to accept, hold, and return the Earnest Money and to disburse any funds received thereunder in accordance with the provisions of such Contract.

EARNEST MONEY received and the instructions contained in the foregoing Contract acknowledged this ____ day of _____, 2020.

Community National Title

14800 Quorum Drive, Suite 150
Dallas, Texas 75254
Telephone: 972-528-6071, ext. 1036

By: _____
Candie Sandlin, Escrow Officer

EXHIBIT "A"LEGAL DESCRIPTION

BEING a 26.68 acre tract of land situated in the MORRIS FERRIS SURVEY, ABSTRACT NO. 460, DALLAS County, Texas. Said 26.68 acre tract of land being all of those two certain tracts of land conveyed to Cottrell Properties, L.P. as recorded in Volume 2000065, Page 01191, Deed Records, DALLAS County, Texas. Said 26.68 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING a 1/2 inch iron rod found, being in the West line of Houston School Road, a public right of way, and being a distance of 1283.86 feet from a 5/8 inch iron rod found at the intersection of the North line of Wheatland Road and the West line of said Houston School Road, also being the Northeast corner of that certain tract of land as conveyed to Louise Coleman as recorded in Volume 95247, Page 1680, said Deed Records;

THENCE North 89 degrees 58 minutes 59 seconds West, along the North line of said Coleman tract, passing a 5/8 inch iron rod at a distance of 710.03 feet and being 0.8 feet offset to the North and being at the Northwest corner of that certain tract of land as conveyed to Rebecca Sneed as recorded in Volume 2000141, Page 05301, said Deed Records, and continue generally along a barbed wire fence, a total distance of 1299.66 feet to a 1/2 inch iron rod set, from which a 2 inch pipe found bears, South 42 degrees 07 minutes 07 seconds West, 1.90 feet, said 1/2 inch iron rod being in the East line of Lot 13, of HI-VU Terrace Addition, an Addition to the City of Dallas, Texas, as recorded in Volume 9, Page 221, Map Records, Dallas County, Texas;

THENCE North 00 degrees 05 minutes 48 seconds East, generally along a fence and along the East line of said HI-VU Addition, a distance of 76.01 feet to a 1/2 inch iron pipe found, being the Southeast corner of that certain tract of land as conveyed to Dallas Independent School District (D.I.S.D.) as recorded in Volume 327, Page 0347, said Deed Records, said pipe also being the Northeast corner of the said HI-VU Terrace Addition;

THENCE North 00 degrees 04 minutes 08 seconds East, along the East line of said D.I.S.D. tract, a distance of 12.80 feet to a 5/8 inch iron rod found, being the Southeast corner of the Wisdom Terrace Addition, an Addition to the City of Dallas as recorded in Volume 2002009, Page 61, said Map Records;

THENCE North 00 degrees 16 minutes 33 seconds East, generally along a barbed wire fence and along the East line of said Wisdom Terrace Addition, a distance of 809.51 feet to a 1/2 inch iron rod set, being the Southwest corner of that certain tract of land as conveyed to Leroy Wiggins as recorded in Volume 98156, Page 4239, said Deed Records;

THENCE South 89 degrees 47 minutes 34 seconds East, generally along a barbed wire fence and along the South line of said Wiggins tract, a distance of 1294.20 feet to a 1/2 inch iron rod set, being in the West line of said Houston School Road;

THENCE South 00 degrees 05 minutes 28 seconds East, generally along a barbed wire fence and along the West line of said Houston School Road, a distance of 894.02 feet to the POINT OF BEGINNING and CONTAINING 26.68 acres of land, more or less.

LESS that certain 2,173 square foot tract conveyed by Bayco Properties Ltd. to the City of Dallas and more particularly described in Special Warranty Deed recorded on May 5, 2009 as Document Number 200900127391, in the Official Public Records of Dallas County, Texas.

Cover Sheet

CONSIDER/ACT ON CONTRACT FOR A PROPOSED NEW HQ BUILDING

Section: VI. Board Items for Discussion/Action
Item: C. CONSIDER/ACT ON CONTRACT FOR A PROPOSED NEW HQ
BUILDING
Purpose: Vote
Submitted by:
Related Material: ILTexas - 2021 Lakeside Blvd LOI SR-COUNTER - 6.17.20 (1).pdf

Park Seventeen
1717 McKinney Avenue, Suite 900
Dallas, TX 75202
www.colliers.com

MAIN +1 214 692 1100
FAX +1 214 692 7600



June 15, 2020

Brian Parks
BH Properties
1111 Santa Monica Blvd Suite 600
Los Angeles, CA 90025

Re: Letter of Intent (LOI) to Purchase 2021 Lakeside Blvd, Richardson TX 75082

Dear Mr. Parks:

My client has an interest in purchasing the above referenced Property. The following is a summary of the terms under which they will purchase the property.

Seller: BH Properties LLC

Purchaser: International Leadership of Texas

Property Description: **Office Bldg. located at 2021 Lakeside Blvd, Richardson TX 75082, Approx., 59,256 SF on 3.36 Acres**

Legal Description: **GREENWAY BLK 1 LT 2A ACS 3.357 INT200900149294 DD05012009 CO-DC 0766800102A00 2CR07668001. See attached Exhibit A.**

Purchase Price: The purchase price shall be *Seven Million Two Hundred Fifty Thousand Dollars no Cents, (\$7,250,000.00)*.

Earnest Money: On or before three (3) business days after full execution of a written Purchase and Sale Agreement ("Contract") between the parties hereto, Purchaser shall deposit *One Hundred Thousand Dollars no Cents (\$100,000.00)* in an interest-bearing account ("Earnest Money") with **Community National Title – 14800 Quorum Dr, Suite 150, Dallas TX 75254 Attn: Candie Sandlin – 972-528-6071**. The Earnest Money shall be held for the Purchaser's benefit until the expiration of the Inspection Period, as defined below. Upon expiration of the Inspection Period, should Purchaser elect to proceed with this transaction, the Earnest Money shall be considered "at risk" and shall be applied at Closing to the Purchase Price.

Independent Consideration: In the event the Seller is obligated to return the earnest money to the Purchaser, less the sum of *One Hundred and No Cents (\$100.00)*, which shall be an independent consideration. If Purchaser proceeds to Closing, said option fee shall be credited to Purchaser and applied to the Purchase Price at Closing.

Inspection Period: Purchaser shall have thirty (30) days from the date of full execution of the Contract and delivery by Seller of the Due Diligence items as

Seller: Seller will grant Buyer a one-time right to extend the DD period, but \$25,000 of Buyer's Earnest Money Deposit will be non-refundable and be applied to the purchase price. Seller at its discretion can request Escrow to release the \$25,000.

outlined in this letter to make such physical, economic and environmental inspections of the Property as Purchaser may desire (the "Inspection Period"). If the Purchaser is dissatisfied with the Property, for any reason whatsoever in the Purchaser's sole determination, Purchaser may, at any time during the thirty (30) day Inspection Period, notify Seller, and terminate this Contract and have Earnest Money promptly returned to Purchaser.

Extended Inspection Period:

Buyer shall have a one-time right to extend the inspection period for an additional thirty (30) ~~at no cost.~~

Due Diligence Period:

DocuSigned by:
Edward G. Conner
3390E738E7BF48F...

Within seven (7) days after full execution of the Contract Seller will deliver to the Purchaser at Seller's expense the following information:

Title Commitment

A title commitment from the Title Company together with legible copies of all documents, instruments, and deed restrictions reflected on said commitment.

Survey

An updated current boundary survey of the Property, certified to the Purchaser, Seller and Title Company and prepared by a reputable registered land surveyor showing:

- i. Metes and bounds descriptions of the property
- ii. The area, boundaries and dimensions of the property
- iii. Any encroachments
- iv. The location of all easements, existing or proposed, building restrictions, architectural guidelines, existing or proposed, or any other ordinance or law that would impact the development of improvement on the Property.
- v. The acreage and square footage of the Property.

Plans and Specifications

Copies of any plans or specifications for the Property, equipment, and improvements to the extent same are in Seller's possession.

Environmental

Copies of any Environmental Site Assessment reports to the extent same are in Seller's possession.

Operating Expenses/Real Estate Taxes

Copies of operating expense statements and real estate tax bills for the prior three years.

Other Information

Any information, leases, or reports regarding planned or recent capital expenditures, improvements, maintenance reports or significant repairs performed on or about the Property.

Closing Date:

Closing shall occur the later of thirty (30) days after the expiration of the Inspection Period or final approval of pending sale by the Buyer's Board of Directors.

Seller's Extension Closing Option: Seller shall have a one-time right to extend the closing date for an additional thirty (30) days with five (5) days notice to the Buyer.

Closing Costs: Purchaser will pay the costs incurred in performing its due diligence including its legal counsel and physical inspection of the Property. Seller will be responsible for survey, Seller's legal fees, the premium for an Owner's Policy of Title Insurance (including the cost of a "survey deletion" premium endorsement, and pro-rated property taxes for the year of Closing. Seller and Purchaser will share equally in the costs customarily shared by purchasers and sellers in similar transactions in **Dallas County**.

Commission: Seller shall pay Colliers International North Texas, LLC a commission of 3.0% of the gross purchase price.

Confidentiality: Seller and Purchaser and their agents agree to keep the terms and conditions of this Letter of Intent, discussions, and Purchaser's identity confidential.

Purchase & Sale Agreement: Seller will provide a Purchase and Sale Agreement to Purchaser within seven (7) days of execution of this LOI.

Non-Binding: This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/purchase and sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto.

This Letter of Intent is preliminary in nature and is offered subject to negotiating a formal sale document acceptable to both parties. This should not be construed as a binding agreement by either party. If not previously accepted, this letter shall expire on **June 22, 2019 at 5:00 pm**.

Sincerely,



Will Haynes, II
Colliers International
Senior Associate

Agreed and Accepted:

Seller: BH Properties

By: _____

Name: Brian Park

Title: Senior Managing Director

Date: 6/17/20

Buyer: International Leadership of Texas

By: DocuSigned by:
Edward G. Conger
3390E738E7BF48F...

Name: Mr. Eddie Conger

Title: Founder & Superintendent

Date: 6/16/2020

Cover Sheet

CONSIDER/ACT ON AUTHORIZING THE ADMINISTRATION TO CLOSE ON THE PURCHASE OF LAND FOR AGGIELAND HS

Section: VI. Board Items for Discussion/Action
Item: D. CONSIDER/ACT ON AUTHORIZING THE ADMINISTRATION TO
CLOSE ON THE PURCHASE OF LAND FOR AGGIELAND HS
Purpose: Vote
Submitted by:
Related Material:
JK Development LLP -- CSPD Purchase 4070 SH6So CS -- sBothParties fully receipted.pdf

DocuSign Envelope ID: 56D98888-ACD0-4EB2-9A5C-7BB8B545DF17



COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2018

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: JK DEVELOPMENT LLP

Address: ~~PO Box 1729, Navasota, TX 77868-4729~~ P.O. Box 6087 BRYAN, TX 77805
Phone: E-mail: kenneth@gogroundforce.com
Fax: Other:

Buyer: INTERNATIONAL LEADERSHIP OF TEXAS AND/OR ASSIGNS

Address:
Phone: E-mail:
Fax: Other:

2. PROPERTY:

A. "Property" means that real property situated in Brazos County, Texas at 4070 State Hwy 6 South, College Station, TX 77845 (address) and that is legally described on the attached Exhibit or as follows: A005401, R STEVENSON (ICL), TRACT 5, 12.163 ACRES (BRAZOS CAD PROPERTY ID 13817)

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

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

A. At or before closing, Buyer will pay the following sales price for the Property:
(1) Cash portion payable by Buyer at closing \$ 3,046,466.61
(2) Sum of all financing described in Paragraph 4 \$
(3) Sales price (sum of 3A(1) and 3A(2)) \$ 3,046,466.61

(TXR-1802) 4-1-18
Lawyers Title Company, 1450 Copperfield Pkwy Ste 100 College Station TX 77845
Walter Campbell

Initialed for Identification by Seller [initials] and Buyer [initials]
Phone: (979)776-3690 Fax:
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Commercial Contract - Unimproved Property concerning 4070 State Hwy 6 South, College Station, TX 77845

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

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

- (a) The sales price is calculated on the basis of \$ 5.75 per:
 - (i) square foot of total area net area.
 - (ii) acre of total area net area.
- (b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:
 - (i) public roadways;
 - (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
 - (iii) _____

(c) If the sales price is adjusted by more than 3.000 % of the stated sales price, either party may terminate this contract by providing written notice to the other party within 10 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

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

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

5. **EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$50,000.00 as earnest money with Lawyers Title Company of Brazos County (title company) at 1450 Copperfield Pkwy, College Station, TX (address) _____ (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:
 - (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
 - (ii) _____
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer EGC

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Commercial Contract - Unimproved Property concerning 4070 State Hwy 6 South, College Station, TX 77845

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) Within 7 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 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 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 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

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

- (1) Within 5 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new

(TXR-1802) 4-1-18

Initialed for Identification by Seller KN and Buyer EGC

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JK Dev to

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Commercial Contract - Unimproved Property concerning 4070 State Hwy 6 South, College Station, TX 77845

document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

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

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

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: See Addendum.

B. Feasibility Period: Buyer may terminate this contract for any reason within 90 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 \$ 250.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

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

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

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(TXR-1802) 4-1-18

Initialed for Identification by Seller KW and Buyer EGC

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Commercial Contract - Unimproved Property concerning 4070 State Hwy 6 South, College Station, TX 77845

(2) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(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 Buyer: *(Check all that apply.)*

- (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- (d) copies property tax statements for the Property for the previous 2 calendar years;
- (e) plats of the Property;
- (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- (g) See addendum.

(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

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Commercial Contract - Unimproved Property concerning 4070 State Hwy 6 South, College Station, TX 77845

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

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

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

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: _____	Cooperating Broker: _____
<u>Colliers International North Texas, LLC</u>	_____
Agent: <u>Will Haynes, II, Senior Associate</u>	Agent: _____
Address: <u>1717 McKinney Ave., Suite 900</u>	Address: _____
<u>Dallas, TX 75202</u>	_____
Phone & Fax: <u>(214)692-1100</u>	Phone & Fax: _____
E-mail: <u>will.haynes@colliers.com</u>	E-mail: _____
License No.: _____	License No.: _____

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

Cooperating Broker represents Buyer.

B. **Fees:** (Check only (1) or (2) below.)
 (Complete the Agreement Between Brokers on page 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:
<input checked="" type="checkbox"/> <u>3.000</u> % of the sales price.	<input type="checkbox"/> _____ % of the sales price.
<input type="checkbox"/> _____	<input type="checkbox"/> _____

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

(TXR-1802) 4-1-18

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Commercial Contract - Unimproved Property concerning 4070 State Hwy 6 South, College Station, TX 77845

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.
- _____ (specific date).
- 90 days after full execution hereof, subject to one extension option described in the Addendum.
- (2) 7 days after objections made under Paragraph 6C have been cured or waived.

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

C. At closing, Seller will execute and deliver, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
- (2) without any assumed loans in default; and
- (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

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

E. At closing, Buyer will:

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

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

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Commercial Contract - Unimproved Property concerning 4070 State Hwy 6 South, College Station, TX 77845

- 11. **POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.
- 12. **SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*
See addendum attached hereto and the Commercial Property Condition Statement.

13. SALES EXPENSES:

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

14. PRORATIONS:

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

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

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
 - (1) Seller and the sales price will be reduced by the same amount; or
 - (2) Buyer and the sales price will not be reduced.

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

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

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- 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;
 - (10) any condition on the Property that violates any law or ordinance.

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

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

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

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

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22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
 - (1) Property Description Exhibit identified in Paragraph 2;
 - (2) Commercial Contract Financing Addendum (TXR-1931);
 - (3) Commercial Property Condition Statement (TXR-1408);
 - (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
 - (5) Notice to Purchaser of Real Property in a Water District (MUD);
 - (6) Addendum for Coastal Area Property (TXR-1915);
 - (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
 - (8) Information About Brokerage Services (TXR-2501);
 - (9) Information About Mineral Clauses in Contract Forms (TXR-2509); and
 - (10) See Addendum attached hereto.

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

- E. Buyer may 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

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

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on ~~April 30, 2020~~, the offer will lapse and become null and void.

MAY 4, 2020 KN

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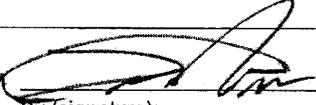
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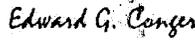
Commercial Contract - Unimproved Property concerning 4070 State Hwy 6 South, College Station, TX 77845

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: JK DEVELOPMENT LLP

INTERNATIONAL LEADERSHIP OF TEXAS AND/OR
Buyer: ASSIGNS

By: 
By (signature): _____
Printed Name: Kenneth Neatherlin
Title: G.P.

DocuSigned by:

By: _____
By (signature): _____
Printed Name: Edward G. Conger
Title: Superintendent-CEO

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

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

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Commercial Contract -Unimproved Property concerning 4070 State Hwy 6 South, College Station, TX 77845

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: <u>Trey Malechek</u> <u>The Payne Law Group</u> Address: <u>Bryan, TX 77802</u> Phone & Fax: <u>(979)776-9800</u> E-mail: <u>malechek@thepaynelawgroup.com</u>	Buyer's attorney: <u>J. Timothy Brightman</u> <u>International Leadership of Texas</u> Address: <u>Richardson, TX</u> Phone & Fax: <u>(214)675-8784</u> E-mail: <u>jbrightman@ILTexas.org</u>
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Seller's attorney requests copies of documents, notices, and other information:
 the title company sends to Seller.
 Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:
 the title company sends to Buyer.
 Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

A. the contract on this day May 6, 2020 (effective date);
 B. earnest money in the amount of \$ 50,000.00 in the form of wire 5-7-2020
on 5-7-2020

Title company: <u>Lawyers Title Company</u>	Ad: <u>1450 Copperfield Parkway, Suite 100</u> <u>College Station, Texas 7784</u>
By: <u>Paul Smith lori@lhc-bc.com</u>	Ph: <u>(979)776-3600</u> Phone <u>(979)776-3700</u> Fax
Assigned file number (GF#): <u>541754</u>	E-r: _____

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ADDENDUM

PROPERTY: _____

1) Section 5A

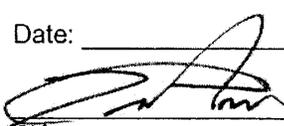
The Earnest Money referenced in Section 5A in the amount of \$50,000.00 shall become nonrefundable upon the expiration of the closing date or closing date extension (as described below) and shall be applied to the Sales Price if Buyer proceeds to closing or, if Buyer fails to close for any reason after the closing date and closing date extension (as described below), the Earnest Money shall be released to Seller.

2) Section 7

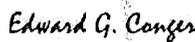
7A shall include the following: BUYER HEREBY EXPRESSLY ACKNOWLEDGES THAT SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTIES AS TO THE PHYSICAL CONDITION OF THE PROPERTY OR ANY MATTER AFFECTING OR RELATING TO THE PROPERTY AND THAT THE BUYER IS AFFORDED AN ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE CONDITION OF THE PROPERTY. SELLER HEREBY FURTHER SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY, GUARANTY OR REPRESENTATION, WHETHER ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, OR CONCERNING ANY AND ALL MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION THE NATURE AND CONDITION OF THE WATER, SOIL AND GEOLOGY OF THE PROPERTY AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS, SUBSTANCES, ENDANGERED OR THREATENED SPECIES OR CONDITIONS THEREON AND COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAWS, REGULATIONS, OR OTHER GOVERNMENTAL REQUIREMENTS INCLUDING ANY AND ALL LAWS, STATUTES, ORDINANCES, RULES, REGULATIONS, ORDERS, OR DETERMINATIONS OF ANY GOVERNMENTAL AUTHORITY. BUYER HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATION OR WARRANTIES HAVE BEEN MADE, AND BUYER AGREES TO ACCEPT THE PROPERTY "AS IS" AND "WHERE IS" AND WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO THE MERCHANTABILITY OF THE PROPERTY OR ITS FITNESS FOR ANY PARTICULAR USE OR PURPOSE, OR OTHERWISE. THE FOREGOING IS NOT INTENDED TO DISCLAIM THE SPECIAL WARRANTY OF TITLE IN THE DEED. THE BUYER IS HEREBY NOTIFIED THAT THE BUYER SHOULD SEEK THE ADVICE OF AN ATTORNEY OR OTHER QUALIFIED PERSON BEFORE EXECUTING THIS AGREEMENT OR INSTRUMENT OF CONVEYANCE AS TO THE VALUE OF THE PROPERTY THE BUYER IS HEREBY PURCHASING OR CONTRACTING TO PURCHASE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING.

Continued... See Next Page

Date: 5-4-2020

 - G.P.
Signature

Date: 5/4/2020

DocuSigned by:

Signature

Date: _____

Signature _____

Date: _____

Signature _____

Addendum

Cover Sheet

CONSIDER/ACT ON INITIAL CONTRACT WITH KEY CONSTRUCTION FOR SCHOOL EXPANSION AT ILTEXAS KATY-WESTPARK HS

Section: VI. Board Items for Discussion/Action
Item: E. CONSIDER/ACT ON INITIAL CONTRACT WITH KEY
CONSTRUCTION FOR SCHOOL EXPANSION AT ILTEXAS KATY-WESTPARK HS
Purpose: Vote
Submitted by:
Related Material: Exhibits for approval of KWHS expansion project combined.pdf



July 10, 2020

ILTexas Katy-Westpark HS

Charles Klein
Sr Executive Director of Construction
International Leadership of Texas
1820 N Glenville Dr, Ste. 100
Richardson, TX 75081

Charles,

We are pleased to present the final numbers for the Utility package at Katy-Westpark. We advertised the bid package in the Houston Business Journal (June 19, June 26), as well as formally invited approximately 100 companies local to the Houston area. We received 7 fully qualified proposals for the work package. Based on the overall best value to the customer we have recommended that Slack & Co be approved to proceed with the Utility package work. The proposal amount, including the appropriate fee's is outlined on the bid tabulation attachment.

In addition, the utility package of work is approximately 20% under our line item cost budget.

Utility Package Total - \$203,329

We appreciate the opportunity to propose on this project. Please let me know if you have any questions or need further clarifications.

Respectfully Submitted,
Key Construction, Inc.

Zack Siegrist
Vice President of Pre-Construction Services

UTILITY PACKAGE

 <p style="text-align: center;">ORIGINAL BUDGET - \$230,000</p> <p>ILT KATY WESTPARK UTILITY PACKAGE</p>		SLACK & CO.
		\$ 126,109
A.	<p>STORM SEWER - 36" STORM LINE (370 LF), 12" STORM LINE (400 LF)</p> <p>1. Private and public storm structures - inlets, manholes, manhole covers, concrete inlet structures, steel grates/lids, area inlets, direct traffic storm sewer inlets & grates, storm plugs.</p> <p>2. All storm piping, fittings, wye connections, & cleanouts.</p> <p>3. Storm cleanouts and concrete grade pads for covers.</p> <p>4. Concrete collars.</p> <p>5. Rain leaders to be routed to within 5' of the buiding.</p> <p>6. Filter fabrics needed for this scope of work as structures are installed</p> <p>7. Patch existing storm line tie-ins as necessary for new line tie-in.</p>	YES
B.	<p>WATER UTILITIES - 8" FIRE LINE (530 LF)</p> <p>1. Fire line service design and submission to AHJ for approval.</p> <p>2. Fees as required by AHJ for submission to AHJ for approval.</p> <p>3. Fire line boxes, covers, vaults, and valve boxes.</p> <p>4. All piping materials including copper, PVC, CPVC, ductile iron as indicated.</p> <p>5. All pipe fittings and reducers as needed.</p> <p>6. Compaction to pass testing inspections.</p> <p>7. Materials per local building codes and per contract docs.</p> <p>8. All testing as required for this scope of work.</p> <p>9. Fire hydrants.</p> <p>10. All fittings, valves, caps, tees, mech bends, reducers, and other misc. sundries.</p> <p>11. Tapping sleeves/valves, thrust blocks, and tees as needed.</p> <p>12. Test, flush, and chlorination of all domestic/fire lines, and deliver fire line certification.</p> <p>13. Blow-off valve assembly and plugs.</p> <p>14. Backflow re-certification upon completion of system.</p>	YES
C.	GENERAL SCOPE (SURVEY, LAYOUT, CLEANUP)	\$ 7,500
D.	SWPPP UTILITY SCOPE	\$ 4,000
E.	DEMOLITION - PARKING LOT (55,500 SF)	\$ 31,928
F.	SITE ELECTRICAL (CONDUIT LOCATES)	YES
G.	SPOILS HAUL-OFF FOR UTILITY SCOPE	YES
H.	KEY'S ACKNOWLEDGEMENT SECTION	YES
I.	P&P BOND	\$ 3,433
		\$ 172,970
SCORING SYSTEM:		SLACK & CO.
PRICE PER PLANS, SPECS, AND SCOPE		4.5
INSURANCE, BONDING, SUBCONTRACT REQUIREMENTS		5
QUALIFICATIONS		5
TOTAL SCORE		14.5

KEY RECOMMENDS
SLACK & CO.

SUMMARY PACKAGE 1 -

COST OF THE WORK PACKAGE 1	\$ 172,970	
PERFORMANCE BOND (ON TOTAL AMOUNT)	\$ 1,914.25	0.95% #
GENERAL CONDITIONS (% BASED - LUMP SUM AMOUNT)	\$ 12,056.01	6.97%
CM CONTINGENCY	\$ 4,324.25	2.50%
OWNER CONTINGENCY	\$ 5,189.10	3.00%
PROFIT AND OVERHEAD	\$ 6,875.88	3.50%
TOTAL AMOUNT PACKAGE 1	\$ 203,329	