



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

November 18, 2020 Regular Board Meeting

Date and Time

Wednesday November 18, 2020 at 6:15 PM CST

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 at the date and time noticed above. 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 of the noticed Meeting time 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 be 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			
II. Public Speakers			
Board Services			
A. Guests who spoke, if any	FYI		
III. Approve Minutes of Prior Meetings			
A. APPROVE MINUTES OF OCTOBER 21, 2020 REGULAR MEETING	Approve Minutes		
Approve minutes for October 21, 2020 Regular Board Meeting on October 21, 2020			
IV. 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	
V. 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.			
VI. Board Items for Discussion/Action			
A. CONSIDER/ACT ON OCTOBER, 2020 FINANCIAL REPORT	Vote	James Dworkin	
Discuss/Take Action to approve the October, 2020 International American Education Federation (d.b.a. International Leadership of Texas) Financial Report.			
B. CONSIDER/ACT ON CAMPUS TARGETED IMPROVEMENT PLANS	Vote	Dr. Thomas Seaberry	
Discuss/Take Action to approve campus Targeted Improvement Plans.			
C. CONSIDER/ACT TO APPROVE HB3 EARLY LITERACY/MATH & CCMR BOARD GOALS	Vote	Dr. Thomas Seaberry	
Discuss/Take Action to approve HB3 Early Literacy/Math & CCMR Board Goals.			
D. CONSIDER/ACT ON CONTRACT WITH NOVEL BUILDERS FOR PHASE II REMODEL AT ILTEXAS LANCASTER-DESOTO HS	Vote	Bryndan Wright	
Discuss/Take action to authorize administration to enter into a Guaranteed Maximum Price (GMP) contract in an amount not to exceed \$500,000 with Novel Builders for phase II remodel project at ILTexas Lancaster-DeSoto High School.			
E. CONSIDER/ACT ON AUTHORIZING THE ADMINISTRATION TO CLOSE ON THE PURCHASE OF LAND AND BUILDING FOR ILTEXAS HEADQUARTERS	Vote	Bryndan Wright	

Discuss/Take action to authorize the administration to close on the purchase of the land and building at 2021 Lakeside Blvd.; Richardson, TX 75082 for \$7.25MM from B.H. 2021 Lakeside, LLC to serve as the site for ILTexas Headquarters.

VII. Closing Items

A. Adjourn Meeting

Vote

Cover Sheet

APPROVE MINUTES OF OCTOBER 21, 2020 REGULAR MEETING

Section: III. Approve Minutes of Prior Meetings
Item: A. APPROVE MINUTES OF OCTOBER 21, 2020 REGULAR MEETING
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for October 21, 2020 Regular Board Meeting on October 21, 2020



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

Minutes

October 21, 2020 Regular Board Meeting

Date and Time

Wednesday October 21, 2020 at 6:15 PM

Meeting Notice & Mission Statement

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/s/ Finn Simmensen, For ILTexas' Board

Directors Present

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

Directors Absent

Chris Moreland, PETER GUDMUNDSSON

Guests Present

Aaron Thorson, Alexander Maldonado, Arturo Joya, Basma Yacoub, Bryndan Wright, Caitlin Madison, Charles Hairgrove, Charles Klein, Dr. Laura Carrasco, Dr. Laura Villafior, Dr. Thomas Seaberry, Dr. Veronica Csorvasi, Eddie Conger, Finn Simmensen, Helen He, James (Timothy) Brightman, James Dworkin, Jerry McCreight, Kayla Nations Perkins, Krystal Lovato, Lucy Mariappa, Regina Jones, Shannon Urbina Haider, Veronica Ibarra

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 Oct 21, 2020 @ 6:16 PM.

II. Approve Minutes of Prior Meetings

A. APPROVE MINUTES OF SEPTEMBER 16, 2020 REGULAR MEETING

Dr. Lynne Beach made a motion to approve the minutes from September 16, 2020 Regular Board Meeting on 09-16-20.

Soner Tarim seconded the motion.

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

III. Executive Session

A. AUTHORIZATION

The Board advanced the Superintendent-CEO Report and Information Items ahead of Executive Session.

Following those Items, the Board entered Executive Session at 7:02 p.m.

The Board returned to Open Session at 8:03 p.m., having made no decisions and conducted no votes while in Executive Session.

B. CONSULT WITH COUNSEL

IV. Superintendent-CEO Report and Information Items

A. SUPERINTENDENT-CEO REPORT

Superintendent-CEO reported 16 COVID-19-positive students, some being in families with students at multiple schools; ILTexas quarantining and social distancing practices seem to be effective. Multiple openings and schedule changes. Parents are to elect instructional option every five weeks. Administratively challenging.

KWHS student Arturo Joya performed an instrumental song for the Board and guests on a Chinese stringed instrument.

B. SCHOOL LEADERSHIP REPORT

Dr. Thomas Seaberry gave the School Leadership Report. Student attendance is strong, with one campus at 100% and two others at 99%.

An option period is open. The popularity of Option 3 is increasing.

TEA will not authorize a school to revise an Option choice based on attendance or academic performance.

There is a possibility that students will transfer from districts which don't offer virtual instruction to an ILTexas virtual instruction program.

C. CHIEF ACADEMIC OFFICER REPORT

Chief Academic Officer Dr. Laura Carrasco reported to the Board. ILTexas has passed its 45th day of instruction in the current School Year. Recent professional development activity engaged 100% of ILTexas teachers.

Dr. Vera Csorvasi presented the annual EL Learner Program Evaluation.

D. CHIEF ADMINISTRATIVE OFFICER REPORT

Chief Administrative Officer Jerry McCreight reported to the Board on new hires, upcoming salary analyses; positions authorized, filled, available.

V. Consent Agenda

A. VOTE ON CONSENT AGENDA ITEMS

Dr. Lynne Beach made a motion to approve the Consent Agenda.

Tracy Cox seconded the motion.

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

VI. Other Board Items for Discussion/Action

A. CONSIDER/ACT ON SEPTEMBER, 2020 FINANCIAL REPORT

Tracy Cox made a motion to approve the September, 2020 Financial Report.

Dr. Lynne Beach seconded the motion.

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

B. CONSIDER/ACT ON ANNUAL UPDATE OF SPECIAL EDUCATION POLICIES AND PROCEDURES

Soner Tarim made a motion to approve the Special Education Policies and Procedures.

Tracy Cox seconded the motion.

Executive Director of Special Populations Shannon Urbina briefed the Board on the Policies and Procedures The board **VOTED** unanimously to approve the motion.

C. CONSIDER/ACT TO RATIFY CONTRACTS EXECUTED BY ADMINISTRATION DURING SCHOOL YEARS 2019-2020 AND 2020-2021

This Item was removed from the Agenda.

D. CONSIDER/ACT TO RATIFY 7811 UNIVERSITY HILLS PROPERTY PURCHASE

Tracy Cox made a motion to Ratify the Purchase.

Dr. Lynne Beach seconded the motion.

Chief Legal Officer James Timothy Brightman read the ratification Resolution into the record for the Board. The board **VOTED** unanimously to approve the motion.

E. CONSIDER/ACT TO RATIFY THE AUTHORIZATION OF RETAINING THE LAW FIRM OF GEARY, PORTER & DONOVAN TO LITIGATE 7811 UNIVERSITY HILLS MATTER

Dr. Lynne Beach made a motion to ratify retaining Geary, Porter & Donovan.

Tracy Cox seconded the motion.

Chief Legal Officer James Timothy Brightman read the ratification Resolution into the record for the Board The board **VOTED** unanimously to approve the motion.

F. CONSIDER/ACT ON SUPERINTENDENT-CEO CONTRACT

Soner Tarim made a motion to approve the compensation outlined.

Tracy Cox seconded the motion.

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

VII. Closing Items

A. Adjourn Meeting

Dr. Lynne Beach made a motion to adjourn.

Tracy Cox 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 8:30 PM.

Respectfully Submitted,
Finn Simmenssen

Documents used during the meeting

- CAO Report items combined 10-21-20.pdf
- Authorized Board Notification 10.21.20.pdf
- Authorized Position Board Report 10.21.20.pdf
- Consent 1 -- Temp Relocation LDHS In-Person During Voting.pdf
- Consent 2 -- Change District Address.pdf
- Consent 3 -- Reimbursement Resolution.pdf
- Consent 4 -- Final Asynchronous Plan.pdf
- Consent 5 -- Additional School Days.pdf
- 9-2020 Financial Report with charts.pdf
- VII B 1 -- Board Overview.pdf
- VII B 2 -- Policies 2020.pdf
- VII B 3 -- 2020-2021 SPED Policies.pdf

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- VII B 4 -- SPED Operating Procedures - Required Upload.pdf
 - VII B 5 -- Framework Crosswalk 2020 update (policies and procedures).pdf
 - Resolution re Confirming intent to Purchase 7811 University Hills 10-17c.pdf
 - Resolution re Retention of Geary 10-17.pdf
 - Resolution re CEO bonus for 2019-2020.pdf

Cover Sheet

SUPERINTENDENT-CEO REPORT

Section: IV. Superintendent-CEO Report and Information Items
Item: A. SUPERINTENDENT-CEO REPORT
Purpose: FYI
Submitted by:
Related Material: This Page is Blank.docx

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Cover Sheet

SCHOOL LEADERSHIP REPORT

Section: IV. Superintendent-CEO Report and Information Items
Item: B. SCHOOL LEADERSHIP REPORT
Purpose: FYI
Submitted by:
Related Material: This Page is Blank.docx

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Cover Sheet

CHIEF ACADEMIC OFFICER REPORT

Section: IV. Superintendent-CEO Report and Information Items
Item: C. CHIEF ACADEMIC OFFICER REPORT
Purpose: FYI
Submitted by:
Related Material: CAO Board Report, November 18, 2020.pdf

ILTexas

Chief Academic Officer

Board Report

November 18, 2020

Presented by: Dr. Laura Carrasco



Highlights

A. Curriculum

- With only 3 weeks remaining after Thanksgiving Break, currently wrapping up our last curriculum units of the semester.

B. Instruction

- Weekly Lesson Exemplars

C. Professional Development

- Concurrent in-person/virtual

D. Assessment

- Middle of Year Measure of Academic Progress

E. Extra-curricular

- Model United Nations

F. Others Before Self Projects

- Students have voted and selected their grade level OPSP.

G. College Advising

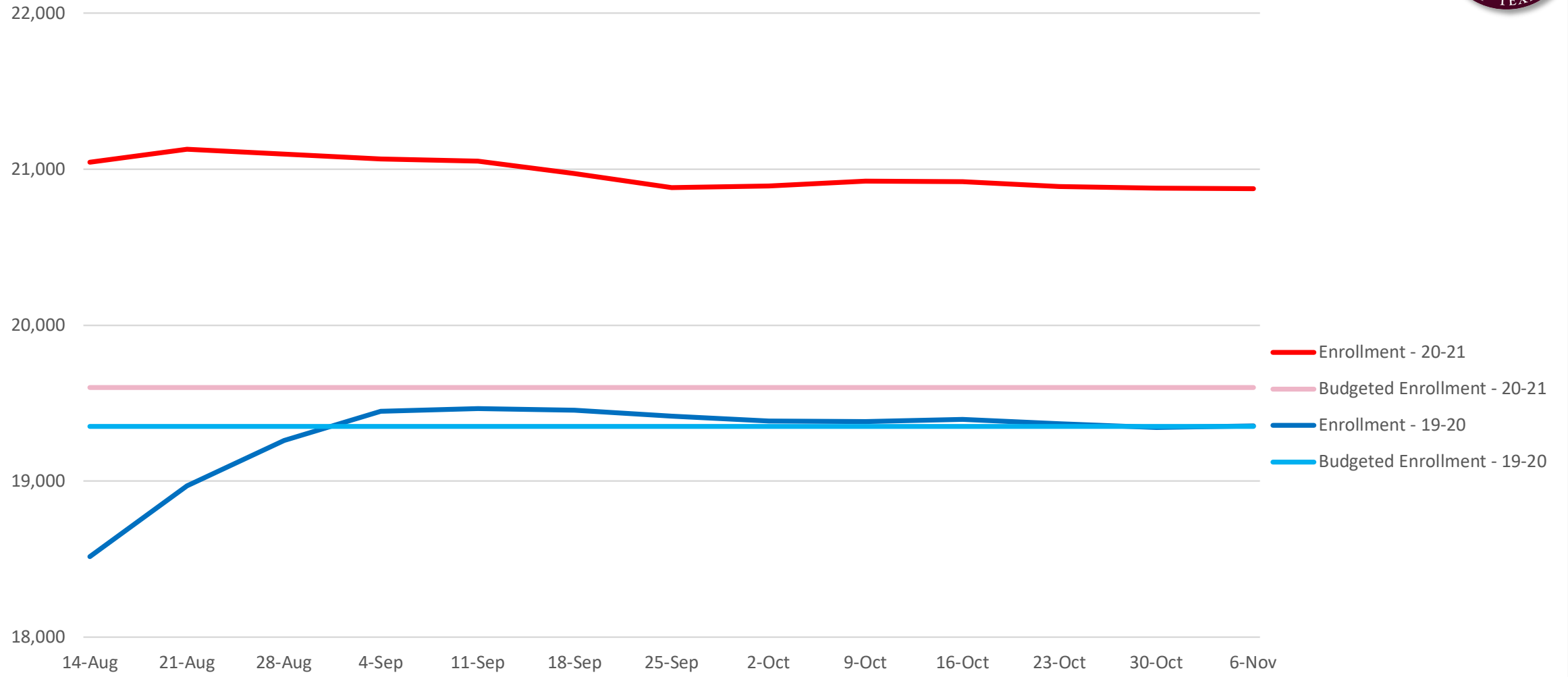
- FAFSA Nights

Cover Sheet

CHIEF ADMINISTRATIVE OFFICER REPORT

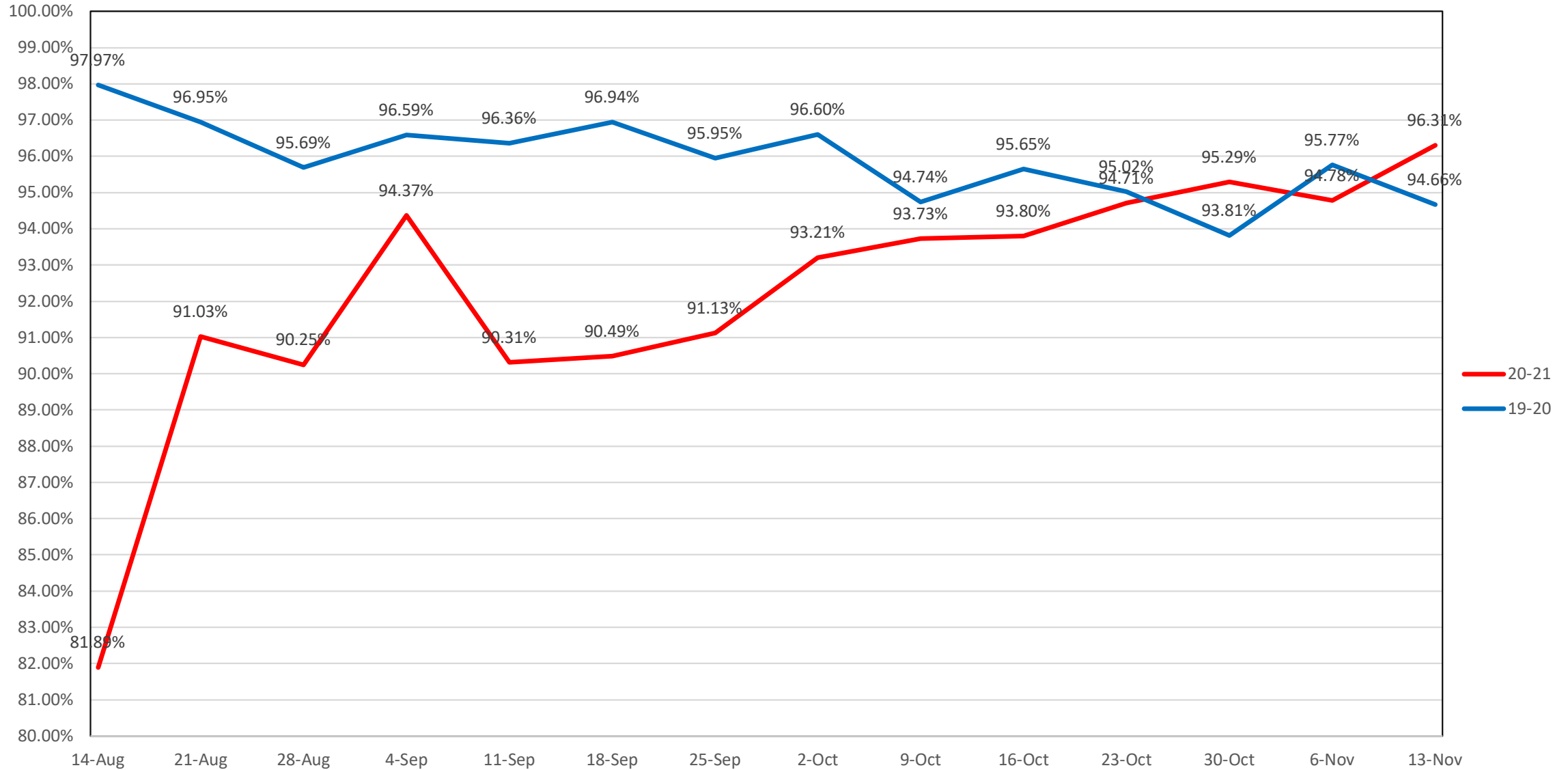
Section: IV. Superintendent-CEO Report and Information Items
Item: D. CHIEF ADMINISTRATIVE OFFICER REPORT
Purpose: FYI
Submitted by:
Related Material: 18NOV Board Meeting - Enrollment and Attendance.pdf
Authorized Board Notification 11.18.2020.pdf
Authorized Board Report 11.18.2020REV.pdf

ILTexas Enrollment & Attendance





ILTexas Attendance as a % of Enrollment





INTERNATIONAL LEADERSHIP OF TEXAS

**Faculty and Support Staff New Hires
Subsequent to October 21, 2020
For Board Notification on November 18, 2020**

NEW HIRES FOR THE 20/21 SCHOOL YEAR			
Position	Assignment	Building	Start Date
TEACHER	MIDDLE	NRH MIDDLE	11/02/2020
AUX - MAINTENANCE	COURIER	AREA OFFICE HOUSTON	10/26/2020
TEACHER	ELEMENTARY	NRH ELEMENTARY	11/02/2020
TEACHER	ELEMENTARY	GARLAND ELEMENTARY	11/09/2020
PARA - CAMPUS	RECEPTIONIST	LANCASTER HIGH	11/02/2020
TEACHER	ELEMENTARY	GRAND PRAIRIE ELEMENTARY	11/16/2020
PARA - CAMPUS	NURSE ASSISTANT	WM LAKE ELEMENTARY	11/09/2020
AUX - MAINTENANCE	COURIER	HEADQUARTERS	11/09/2020
PARA - CAMPUS	INSTRUCTIONAL AIDE	WINDMILL LAKES HIGH	11/10/2020
PARA - CAMPUS	INSTRUCTIONAL AIDE	SAGINAW ELEMENTARY	10/26/2020
TEACHER	ELEMENTARY	LANCASTER ELEMENTARY	10/28/2020
TEACHER	MIDDLE	LANCASTER MIDDLE	11/02/2020
TEACHER	MIDDLE	KATY MIDDLE	11/03/2020
TEACHER	HIGH	ARLINGTON HIGH	11/16/2020
AUX - MAINTENANCE	COURIER	HEADQUARTERS	11/02/2020
PARA - CAMPUS	INSTRUCTIONAL AIDE	LANCASTER ELEMENTARY	10/26/2020
PARA - CAMPUS	INSTRUCTIONAL AIDE	KELLER ELEMENTARY	11/16/2020
TEACHER	ELEMENTARY	COLLEGE STATION ELEMENTARY	10/30/2020
PARA - DISTRICT	ADMIN ASSISTANT	HEADQUARTERS	11/03/2020
PARA - CAMPUS	INSTRUCTIONAL AIDE	VIRTUAL ELEMENTARY	11/16/2020
PARA - CAMPUS	CAMPUS TECHNICIAN	VIRTUAL ELEMENTARY	11/16/2020
PARA - CAMPUS	INSTRUCTIONAL AIDE	EAST FW ELEMENTARY	11/12/2020
PARA - CAMPUS	ADMIN ASSISTANT	WM LAKE ELEMENTARY	11/16/2020
PARA - CAMPUS	INSTRUCTIONAL AIDE	COLLEGE STATION ELEMENTARY	10/26/2020
PARA - CAMPUS	INSTRUCTIONAL AIDE	LANCASTER ELEMENTARY	11/11/2020
TEACHER	ELEMENTARY	EAST FW ELEMENTARY	11/03/2020
PARA - CAMPUS	INSTRUCTIONAL AIDE	WINDMILL LAKES HIGH	10/30/2020
COUNSELOR	COUNSELOR	GARLAND HIGH	11/09/2020
TEACHER	HIGH	ARLINGTON HIGH	10/26/2020
TEACHER	HIGH	KELLER HIGH	10/23/2020

Total employees hired subsequent to 11/18/2020: 30

Total Employee Count for 20/21 SY: 2,099

All employees are contingent upon Fingerprint and HR Clearance.



INTERNATIONAL LEADERSHIP OF TEXAS

Authorized Position Report

November 18, 2020

20/21 SCHOOL YEAR

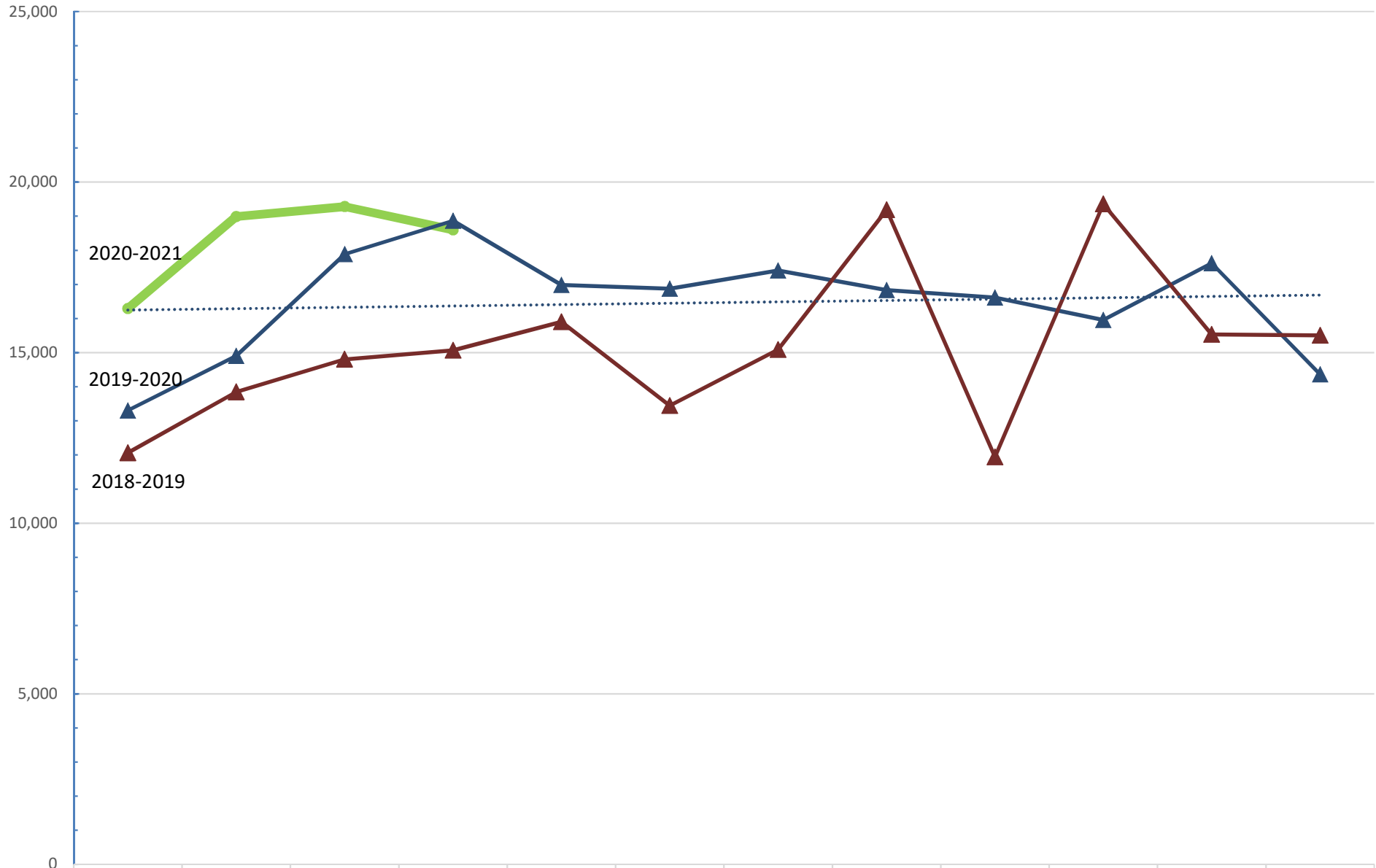
Position	# Positions	Positions Filled	Available FTE	Pending	Unfilled
AUX - FOOD SERVICE	14.00	12.00	2.00		2
AUX - MAINTENANCE	35.00	35.00	-		-
AUX - TRANSPORTATION	31.50	20.50	11.00		11
COUNSELOR	52.00	52.00	-		-
LIBRARIAN/MEDIA	19.00	18.00	1.00		1
NURSE	16.00	16.00	-		-
PARA - CAMPUS	371.00	336.00	35.00	9	26
PARA - DISTRICT	58.50	51.50	7.00	1	6
PROF - CAMPUS	45.00	42.50	2.50		2.50
PROF - CAMPUS ADMIN	74.00	69.00	5.00	4	1
PROF - DISTRICT	159.00	148.00	11.00	5	6
SLP	13.00	11.00	2.00	-	2
SUPERINTENDENT	1.00	1.00	-		-
TEACHER	1,320.50	1,287.00	33.50		33.50
Total	2,209.50	2,099.50	110	19	91

Cover Sheet

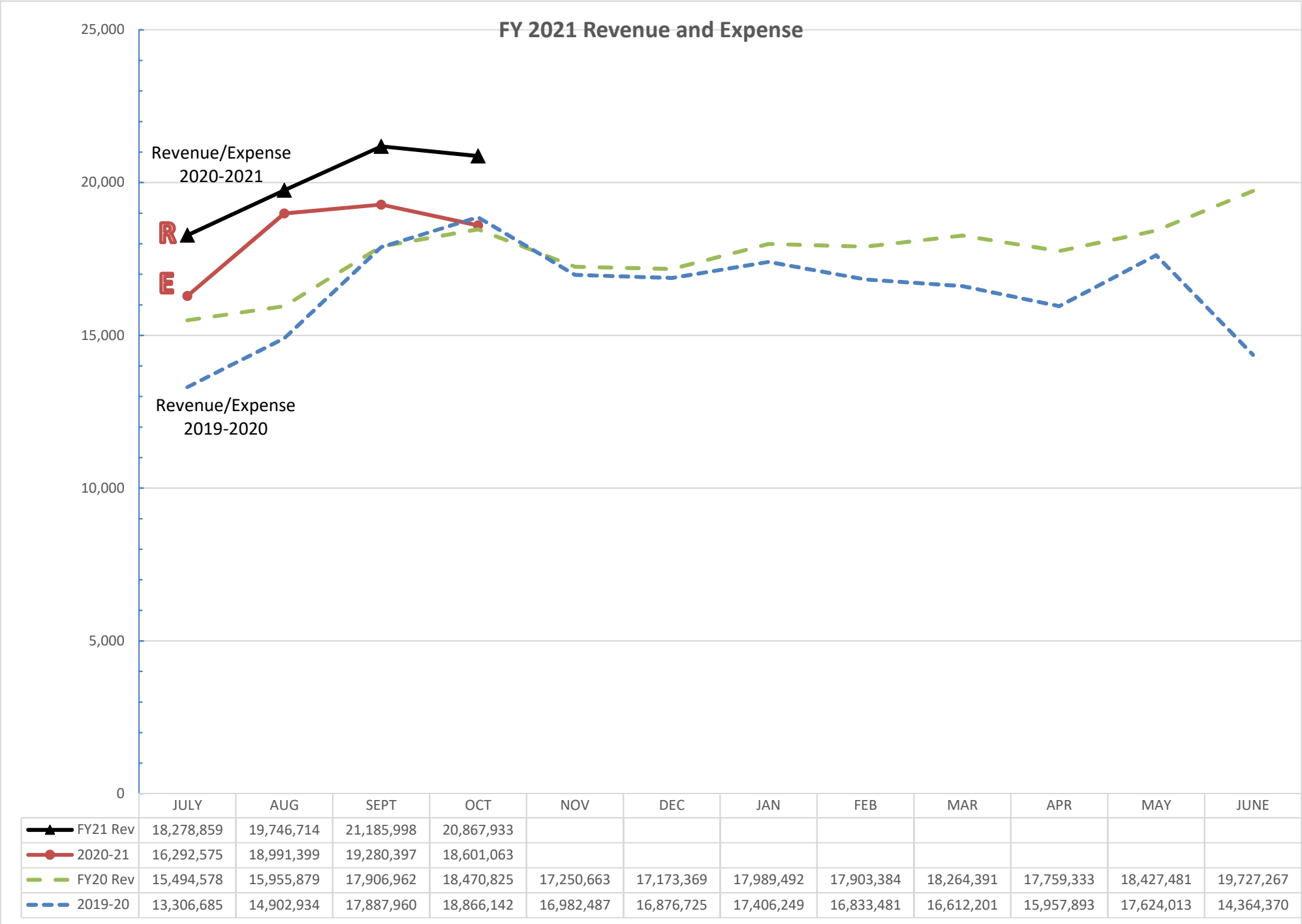
CONSIDER/ACT ON OCTOBER, 2020 FINANCIAL REPORT

Section: VI. Board Items for Discussion/Action
Item: A. CONSIDER/ACT ON OCTOBER, 2020 FINANCIAL REPORT
Purpose: Vote
Submitted by:
Related Material: BOARD - ILTexas FS 2020-10.pdf

TOTAL MONTHLY EXPENSES



	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
2020-21	16,292,575	18,991,399	19,280,397	18,601,063								
2019-20	13,306,685	14,902,934	17,887,960	18,866,142	16,982,487	16,876,725	17,406,249	16,833,481	16,612,201	15,957,893	17,624,013	14,364,370
2018-19	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



ILTexas Board Report

Chief Financial Officer

October 31, 2020

Key Ratios / Indicators	Results	Stat	Notes
Days Cash On Hand Day's Cash (+\$60,000)	94 Days \$563,880	G	Goal = 120 days Bonds = 45 days FIRST >20 days
Debt Service Coverage Ratio	1.7x	G	1.10x
D/E Ratio DS % of Revenue	23:1 16%	G	CFO Target = 4:1 CFO Target <10%
Current Enrollment (As of end of Month)	20,914 (+6)	G	Hold Harmless = ADA: 20,212

Treasury

BANKING		
• BBVA	53,300,000	1.000%
• TexPool	60,000	0.228%

• Total Cash	\$ 53,360,000	(↑\$ 3,300,000)
• Less: Accel Pmts	43,370,000	(↑\$ 18,390,000)
• Less: Revolver	-----	(no change)

= Base-line Cash	\$ 9,990,000	(↓\$ 15,090,000)
(18 days base + 76 Accelerated Payments + 0 Revolver)		
October Fixed Assets purchased = \$14,904,000		

YTD Cash Flow Overview

Real Property & Improvements

WML Church Purchase	\$13,060,000
CS Land	\$ 3,200,000
Keller/Saginaw	\$ 1,100,000 (Expansion+)
Saginaw/EFW Dehumid	\$ 600,000 (plus prior year)

Equipment

7 Busses	\$ 750,000
6 Vehicles	\$ 168,000
Xerox Copiers	\$ 412,000
Computers & Hotspots	\$ 849,000

Other Information

BBVA Loans as of October 31:

- \$-0- million drawn on \$35 million line (3.15%)
- \$-0- million drawn on \$10 million line (4.00%)

Credit Review – Moody's 11/19/2020

Key Indicators	Final 2020	2021 Budget	YTD 2021
Revenue	\$ 213,875,000	\$ 217,140,816	\$ 80,079,000
Expenses	\$ 197,881,000	\$ 215,217,736	\$ 73,165,000
Net Income	\$ 16,434,000	\$ 1,923,080	\$ 6,914,000

INTERNATIONAL LEADERSHIP OF TEXAS UNAUDITED Financial Summary

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	FY 2021
	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021	2020-2021
Base Cash (excl. Excel. Pmt.)	\$ 30,390,360	\$ 29,078,196	\$ 26,096,325	\$ 10,698,580			
Accelerated TEA Payment	885,000	-	24,980,837	42,680,952			
Total Ending Cash	\$ 31,275,360	\$ 29,078,196	\$ 51,077,162	\$ 53,379,532			
<i>Days Cash (excl. Bond Int. Fund)</i>	62.7	53.5	91.1	94.7			
Bond Interest Fund							
Bond Project Fund	661,126	669,459	677,792	686,126			
Lease & Notes Payable	\$ 292,099	\$ 279,895	\$ 267,691	\$ 255,487			
\$10 million BBVA Revolver	-	-	-	-			
\$35 million BBVA Revolver	-	-	-	-			
Revenues	\$ 18,278,859	\$ 19,746,714	\$ 21,185,998	\$ 20,867,933			\$ 80,079,505
Less Expenses:							
Payroll Costs	9,232,293	10,190,727	10,298,273	9,814,488			39,535,782
Other Operating	3,358,635	5,133,213	5,274,278	5,074,605			18,840,731
Interest & Amort.	2,580,264	2,546,582	2,551,035	2,551,035			10,228,916
Depreciation	1,121,383	1,120,876	1,156,811	1,160,935			4,560,005
Change in Net Assets	1,986,285	755,315	1,905,601	2,266,870			6,914,070
EBIDA	\$ 5,687,932	\$ 4,422,774	\$ 5,613,447	\$ 5,978,840			\$ 21,702,992
Total Liabilities	538,403,971	537,650,517	564,153,805	581,007,484			
Total Equity	20,144,798	20,900,113	22,805,713	25,072,583			
<i>D/E</i>	27 : 1	26 : 1	25 : 1	23 : 1			
<i>Interest = % of Revenue</i>	14.1%	13.5%	13.0%	12.8%			
Bond Cash Interest	\$ 2,540,516	\$ 2,510,569	\$ 2,515,022	\$ 2,515,022			\$ 10,081,130
Bond Principal	483,788	632,705	679,621	679,621			2,475,735
Other Debt Interest	4,891	1,156	1,156	1,156			8,359
Other Debt Principal	12,202	12,204	12,204	12,204			48,814
Cash Debt Service*	\$ 3,041,397	\$ 3,156,634	\$ 3,208,004	\$ 3,208,004			\$ 12,614,038
D-S Coverage (YTD)	1.9	1.6	1.7	1.7			1.7
D-S % of Revenue	16.6%	16.3%	15.9%	15.8%			15.8%

* Excludes optional pre-payments

INTERNATIONAL LEADERSHIP OF TEXAS - UNAUDITED

BALANCE SHEET

Assets	Beginning	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20
Current assets:							
Cash and cash equivalents	\$ 57,332,076	\$ 31,275,360	\$ 29,078,196	\$ 51,077,162	\$ 53,379,532		
Cash, bond project and maintenanc fund	652,792	661,126	669,459	677,792	686,126		
Cash, bond debt service funds	17,473,186	17,473,186	17,473,186	17,473,186	17,473,186		
Cash, debt service reserve fund	38,393,859	38,393,859	38,393,859	38,393,859	38,393,859		
Due from government agencies	30,998,333	30,863,695	33,142,272	35,722,708	38,784,901		
Other current assets	194,376	97,188	-	-	3,833		
Total current assets	145,044,621	118,764,413	118,756,971	143,344,706	148,721,435		
Non-current assets:							
Land	38,839,724	38,839,724	38,839,724	38,839,724	38,839,724		
Buildings	429,746,529	429,746,529	429,746,529	429,746,529	429,746,529		
Furniture and equipment	16,338,873	16,338,873	17,673,789	18,005,998	18,005,998		
Vehicles	3,133,997	3,133,997	3,133,997	3,301,987	4,052,114		
Less: Accumulated depreciation	(51,780,338)	(52,901,721)	(54,022,597)	(55,179,408)	(56,340,343)		
Construction in Process	3,978,238	4,626,953	4,422,218	8,899,983	23,054,609		
Total non-current assets	440,257,023	439,784,355	439,793,659	443,614,813	457,358,631		
Total assets	\$ 585,301,644	\$ 558,548,768	\$ 558,550,629	\$ 586,959,519	\$ 606,080,067		
Liabilities and Net Assets							
Current Liabilities:							
Accounts payable	4,054,289	3,371,871	3,970,406	5,920,327	4,654,210		
Accrued payroll	14,014,968	14,140,142	14,241,662	14,384,824	14,516,810		
Accrued interest	10,954,330	10,954,330	10,954,330	10,954,330	10,954,330		
Student activity funds	748,529	725,535	764,867	848,828	848,564		
Deferred revenue	3,741,587	1,041,587	156,587	25,137,587	43,780,418		
Lease liabilities, current	146,446	144,095	141,743	139,391	137,039		
Notes payable, current	-	-	-	-	-		
Bonds, current maturities	5,805,455	6,012,924	6,220,402	6,427,880	6,635,358		
Total current liabilities	39,465,605	36,390,484	36,449,996	63,813,168	81,526,729		
	3.7	3.3	3.3	2.2	1.8		
Long-term liabilities:							
Lease liabilities, long-term	157,855	148,004	138,152	128,300	118,448		
Notes payable, long-term	25,000,000	-	-	-	-		
Bonds payable, long-term	514,768,197	514,076,940	513,236,757	512,349,658	511,462,559		
Bonds payable, premium net issue costs	(12,248,525)	(12,211,457)	(12,174,389)	(12,137,320)	(12,100,252)		
Total long-term liabilities	527,677,527	502,013,487	501,200,521	500,340,638	499,480,755		
Total liabilities	90.2% 567,143,131	538,403,971	537,650,517	564,153,805	581,007,484		
Net assts (deficit):							
Beginning balance	16,829,679	18,157,597	18,157,597	18,157,597	18,157,597		
Current year change in net assets	1,328,834	1,987,200	2,742,515	4,648,116	6,914,986		
Total net assets	18,158,513	20,144,798	20,900,113	22,805,713	25,072,583		
Total liabilities and net assets	\$ 585,301,644	\$ 558,548,768	\$ 558,550,629	\$ 586,959,519	\$ 606,080,067		

INTERNATIONAL LEADERSHIP OF TEXAS - UNAUDITED

CASH FLOWS

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	FYTD
Operating activities:							
Increase in net assets	\$ 1,986,285	\$ 755,315	\$ 1,905,601	\$ 2,266,870			\$ 6,914,070
Adjustments to change in net assets:							
Depreciation	1,121,383	1,120,876	1,156,811	1,160,935			4,560,005
Amortization of debt issuance cost	37,068	37,068	37,068	37,068			148,273
Change in cash held in trust	-	-	-	-			-
Changes in assets:							
Due from Texas Education Agency	134,637	(2,278,576)	(2,580,436)	(3,062,193)			(7,786,568)
Other current assets	97,188	97,188	-	(3,833)			190,542
Changes in liabilities:							
Accounts payable and accruals	(580,239)	739,386	2,177,046	(1,134,396)			1,201,797
Net cash provided by operations	2,796,322	471,258	2,696,090	(735,549)	-		5,228,120
TEA accel. payments (deferred rev.)	(2,700,000)	(885,000)	24,981,000	18,642,831			40,038,831
Investing activities:							
Misc. purchases & timing adjustments	(4,847)	100,851	(8,852)	(16,181)			70,971
Fort Worth Expansion / Keller-Saginaw	(321,266)	(80,702)	(148,891)	(511,153)			(1,062,012)
Air Handling Additions - Saginaw & EFW	(166,321)		(430,893)				(597,214)
Dallas Area Projects	(2,818)	(32,794)	(26,280)	(58,671)			(120,563)
Houston Area Projects	(43,463)	(57,476)	(64,195)	(1,272,384)			(1,437,518)
Houston - Church Purchase	(10,000)		(4,000)	(13,046,364)			(13,060,364)
Houston - Land Purchase			(3,176,298)				(3,176,298)
Admin - HQ Building	(100,000)						(100,000)
District Busses (7 total)		(223,834)	(526,166)				(750,000)
Computers & Hotspots		(424,400)	(424,400)				(848,800)
Xerox Copiers		(411,825)					(411,825)
Vehicles (4 Venue, 1 Highlander, 1 Van)			(167,990)				(167,990)
Net cash used in investing	(648,715)	(1,130,180)	(4,977,965)	(14,904,753)			(21,661,613)
Cash flows from (to) financing activities:							
Principal paid on Bond debt obligations	(483,788)	(632,705)	(679,621)	(679,621)			(2,475,735)
Principal paid on Other debt obligations	(12,202)	(12,204)	(12,204)	(12,204)			(48,814)
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	(25,495,990)	(644,909)	(691,825)	(691,825)			(27,524,549)
Net increase (decr) in cash & equivalents	(26,048,383)	(2,188,831)	22,007,299	2,310,703	-	-	(3,919,211)
Cash and cash equivalents at beginning of per	57,984,869	31,936,486	29,747,655	51,754,954			57,984,869
Cash and cash equivalents at end of period	31,936,486	29,747,655	51,754,954	54,065,657			54,065,657

INTERNATIONAL LEADERSHIP OF TEXAS - UNAUDITED

Income Statement

	July 2020	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Unaudited	Budget	
	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	% YTD
<i>Enrollment</i>									
Total Local Support	4,054	22,762	23,047	412,288	-	-	462,150	3,457,926	13%
Total State Funds	16,533,012	17,600,754	18,554,245	18,124,127	-	-	70,812,138	190,870,669	37%
Federal Program Revenues									
Title I (Part A & SIP)	406,544	403,002	682,655	406,003	-	-	1,898,203		
Title II	41,217	40,230	34,070	33,918	-	-	149,435		
Title III & Immigrant	25,003	24,558	25,070	60,431	-	-	135,062		
Title IV	12,193	96,463	24,198	18,576	-	-	151,430		
IDEA B	194,993	206,700	194,800	225,728	-	-	822,222		
Carl Perkins Grant	-	31,520	-	-	-	-	31,520		
High-Quality Rep.	169,481	397,865	158,300	51,165	-	-	776,811		
CRF	-	-	36,908	757,346	-	-	794,254		
ESSER State Adj.	-	-	1,152,309	-	-	-	1,152,309		
Medicaid Admin. Claim	(1,004)	24,898	795	2,910	-	-	27,599		
JROTC	10,510	10,510	10,510	10,510	-	-	42,040		
Child Nutrition	882,858	887,453	289,091	764,930	-	-	2,824,332		-
Total Federal Program Rev.	1,741,794	2,123,199	2,608,706	2,331,518	-	-	8,805,217	22,812,221	39%
Total Revenues	\$ 18,278,859	\$ 19,746,714	\$ 21,185,998	\$ 20,867,933	\$ -	\$ -	\$ 80,079,505	\$ 217,140,816	37%
Expenses									
11 Instructional	7,497,969	9,788,517	9,521,962	7,678,708	-	-	34,487,155	101,198,547	34%
12 Inst. resources & media	66,188	79,746	116,761	86,902	-	-	349,598	1,080,377	32%
13 Curriculum & inst. staff devel.	544,302	609,847	576,032	536,662	-	-	2,266,843	7,392,607	31%
21 Instructional leadership	126,074	118,107	121,232	133,733	-	-	499,145	1,555,137	32%
23 School leadership	782,251	845,237	862,257	861,043	-	-	3,350,788	10,377,796	32%
31 Guidance counseling & eval.	345,117	409,366	392,810	704,015	-	-	1,851,308	5,509,208	34%
32 Social work services	5,814	5,662	5,365	5,732	-	-	22,573	98,088	23%
33 Health services	175,521	161,729	130,912	128,927	-	-	597,089	1,686,076	35%
34 Student transportation	83,618	104,926	72,796	160,329	-	-	421,669	1,545,273	27%
35 Food services	715,101	258,306	343,178	876,025	-	-	2,192,610	10,377,002	21%
36 Extracurricular activities	87,627	139,383	192,693	104,526	-	-	524,230	1,593,899	33%
41 General administration	491,792	836,271	669,964	657,879	-	-	2,655,906	6,173,190	43%
51 Facilities maintenance & ops.	2,175,365	2,312,062	2,209,094	3,108,856	-	-	9,805,378	26,883,395	36%
52 Security and Monitoring	-	153,937	68,499	303,215	-	-	525,651	1,682,668	31%
53 Data processing services	514,972	507,835	1,149,390	537,570	-	-	2,709,767	5,467,207	50%
61 Community services	97,995	112,780	276,313	164,798	-	-	651,886	1,847,315	35%
71 Debt service	2,582,869	2,547,688	2,571,141	2,552,141	-	-	10,253,839	30,739,952	33%
81 Fundraising	-	-	-	-	-	-	-	10,000	0%
Total Expenses	\$ 16,292,575	\$ 18,991,399	\$ 19,280,397	\$ 18,601,063	\$ -	\$ -	\$ 73,165,435	\$ 215,217,736	34%
Change in Total Net Assets	\$ 1,986,285	\$ 755,315	\$ 1,905,601	\$ 2,266,870	\$ -	\$ -	\$ 6,914,070	\$ 1,923,080	360%

INTERNATIONAL LEADERSHIP OF TEXAS - UNAUDITED

Expenses by Object Code

	<i>See Audit</i>	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	ILTexas
	<i>FY 2020</i>	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	2020-2021
6111 SALARY CONTROL	160	-	-	-	-	-	-	-
6112 SALARIES/WAGES SUB TEACH	1,548,436	-	10,338	65,297	75,875	-	-	151,509
6117 EXTRA DUTY/PROFESSIONAL	806,533	102,098	20,940	34,820	10,049	-	-	167,906
6118 STIPENDS/PROFESSIONAL	3,254,074	271,458	307,143	298,650	316,744	-	-	1,193,996
6119 SALARIES/WAGES TEACHERS/PROFE	70,753,940	6,177,877	7,279,491	7,338,388	7,346,368	-	-	28,142,124
6121 O/T SUPPORT PERSONNEL	571,524	14,360	85,302	34,940	27,863	-	-	162,465
6127 EXTRA DUTY PAY/SUPPORT PERSN	171,158	7,479	16,496	11,515	15,076	-	-	50,566
6129 SALARIES/WAGES SUP PERSNL	10,193,479	1,331,643	970,973	971,286	973,019	-	-	4,246,921
6139 EMPLOYEE ALLOWANCES	224,982	919	500	-	-	-	-	1,419
6141 FICA/MEDICARE	1,165,668	110,338	118,783	119,596	119,695	-	-	468,412
6142 GRP HLTH/LIFE INS	5,664,946	552,360	542,065	627,552	637,718	-	-	2,359,695
6143 WORKERS'COMP	322,432	201,200	276,388	276,388	(278,688)	-	-	475,288
6146 TRS	4,235,016	337,561	437,309	394,841	445,769	-	-	1,615,480
6149 EMPLOYEE BENEFITS	(998)	-	-	-	-	-	-	-
6179 PAYROLL ACCRUAL	13,983,352	125,000	125,000	125,000	125,000	-	-	500,000
61-- Payroll Costs	112,894,703	9,232,293	10,190,727	10,298,273	9,814,488	-	-	39,535,782

PAYROLL BY DESIGNATED FUNDS SOURCE

4XX State & Local Funded	106,438,214	8,646,232	9,647,701	9,698,952	9,235,567	-	-	37,228,453
240 Child Nutrition	634,268	29,884	34,316	56,741	49,093	-	-	170,034
211 TITLE I, A	2,830,596	312,429	240,481	277,602	265,295	-	-	1,095,807
224 IDEA, B FORMULA	1,993,437	169,638	193,447	190,553	190,675	-	-	744,313
244 CATE - BASIC	894	-	902	-	-	-	-	902
255 TITLE II, A	499,778	37,635	38,532	32,632	32,487	-	-	141,287
263 TITLE III, A	259,277	24,521	17,631	24,001	23,579	-	-	89,732
266 SFSF	106,079	-	-	-	-	-	-	-
289 FED TEMP RESTR NET ASSETS	132,160	11,954	17,718	17,792	17,792	-	-	65,255
Federal Funds	5,822,221	556,177	508,711	542,580	529,828	-	-	2,137,296
61-- Payroll Costs	112,894,703	9,232,293	10,190,727	10,298,273	9,814,488	-	-	39,535,782

INTERNATIONAL LEADERSHIP OF TEXAS - UNAUDITED

Expenses by Object Code

	<i>See Audit</i> FY 2020	Jul-20 FY 2021	Aug-20 FY 2021	Sep-20 FY 2021	Oct-20 FY 2021	Nov-20 FY 2021	Dec-20 FY 2021	ILTexas 2020-2021
61-- Payroll Costs	112,894,703	9,232,293	10,190,727	10,298,273	9,814,488	-	-	39,535,782
6211 LEGAL SERVICES	350,634	20,828	47,262	18,770	22,589	-	-	109,450
6212 AUDIT SERVICES	62,810	30,000	30,000	-	-	-	-	60,000
6219 PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-
6239 ESC SERVICES	367,681	3,015	106,895	85,885	16,442	-	-	212,238
6249 CONTRACTED MAINT/RPR	2,071,924	331,129	316,575	989,104	230,689	-	-	1,867,496
6254 INTERNET SERVICES	289,280	36,631	40,793	50,186	49,870	-	-	177,480
6255 CELL PHONES	71,997	6,363	6,274	-	12,853	-	-	25,491
6256 WATER/WASTE MGMNT	959,296	44,952	75,501	102,049	94,696	-	-	317,198
6257 PHONE	209,174	23,917	14,065	17,367	18,472	-	-	73,820
6258 ELECTRIC	1,371,374	96,903	116,861	142,133	156,707	-	-	512,603
6259 GAS	78,751	2,662	1,074	990	1,304	-	-	6,030
6269 RENTALS-OP LEASES	1,666,567	138,075	188,036	132,332	121,678	-	-	580,121
6297 SECURITY SERVICE/STUDENT	687,119	-	69,587	41,009	230,152	-	-	340,747
6299/2 Food Service Contracted Services	9,358,392	679,165	204,517	285,528	824,813	-	-	1,994,022
6299 MISC. CONTRACTED SERVICE	9,850,733	699,876	987,460	1,393,718	817,609	-	-	3,898,662
62-- Professional and Contracted Svcs.	27,395,734	2,113,515	2,204,900	3,259,069	2,597,873	-	-	10,175,357
6311 FUEL	119,741	2,922	63	5,681	5,044	-	-	13,710
6319 SUPPLIES M/O	735,093	56,195	163,979	119,433	330,263	-	-	669,870
6321 TEXTBOOKS	662,599	328,842	949,023	449,078	286,015	-	-	2,012,957
6329 READING MATERIALS	505,087	128,632	47,455	101,600	74,896	-	-	352,583
6339 TESTING MATERIALS	151,692	-	-	6,790	6,018	-	-	12,808
6398 DISCRETIONARY MATERIALS	600,000	60,000	60,000	60,000	60,000	-	-	240,000
6399 GENERAL SUPPLIES	6,639,965	373,128	1,331,491	875,993	367,812	-	-	2,948,423
6631 F&E / GRANT FUNDED	-	-	223,348	-	-	-	-	223,348
6639 F&E / GRANT FUNDED	79,185	-	-	20,250	(20,250)	-	-	-
6669 F&E / GRANT FUNDED	333,173	4,337	-	115,638	-	-	-	119,975
63+66 Other Supplies & Materials	9,826,536	954,056	2,775,358	1,754,462	1,109,798	-	-	6,593,674
6411 EMPLOYEE TRAVEL	519,590	2,766	9,733	9,911	17,181	-	-	39,591
6412 TRAVEL-STUDENTS	49,573	-	-	-	235	-	-	235
6419 TRAVEL--NON-EMP	2,155	-	-	-	-	-	-	-
6429 INS/BONDING COSTS	1,366,564	187,167	86,993	-	1,274,627	-	-	1,548,787
6449 DEPR EXP	13,796,892	1,121,383	1,120,876	1,156,811	1,160,935	-	-	4,560,005
6494 RECLASS TRANSP EXP	(60,400)	-	-	-	-	-	-	-
6495 MEMBERSHIPS AND DUES	213,411	-	6,265	158,558	13,190	-	-	178,013
6497 DYSLEXIA	(0)	-	-	2,900	-	-	-	2,900
6499 MISC OP COSTS	2,435,047	98,525	48,859	69,272	60,595	-	-	277,251
64-- Other Operating Expenses	18,322,832	1,409,841	1,272,726	1,397,452	2,526,763	-	-	6,606,782
6521 INT ON BONDS	27,283,527	2,539,410	2,509,464	2,513,917	2,513,917	-	-	10,076,707
6522 CAPTL LEASE INT	(150,984)	1,155	1,156	1,156	1,156	-	-	4,623
6523 INT ON DEBT	147,221	3,736	-	-	-	-	-	3,736
6524 AMRT BOND ISSUE COSTS	503,247	35,963	35,963	35,963	35,963	-	-	143,850
6525 AMRT BOND PREM/DISC	-	1,106	1,106	1,106	1,106	-	-	4,423
6599 OTHER DEBT FEES	118,356	1,500	-	19,000	-	-	-	20,500
7950 Gain - Asset Recovery	(220,033)	-	-	-	-	-	-	-
Total Expenses	\$ 196,121,140	\$ 16,292,575	\$ 18,991,399	\$ 19,280,397	\$ 18,601,063	\$ -	\$ -	\$ 73,165,435

Cover Sheet

CONSIDER/ACT ON CAMPUS TARGETED IMPROVEMENT PLANS

Section: VI. Board Items for Discussion/Action
Item: B. CONSIDER/ACT ON CAMPUS TARGETED IMPROVEMENT PLANS
Purpose: Vote
Submitted by:
Related Material: TIP 2020-2021 Alrington K-8 Elem FINAL.xlsx
TIP 2020-2021 College Station K-8 Elem FINAL.xlsx
TIP 2020-2021 College Station K-8 MS FINAL.xlsx
TIP 2020-2021 EFW K-8 Elem FINAL.xlsx
TIP 2020-2021 EFW K-8 MS FINAL.xlsx
TIP 2020-2021 Garland K-8 Elem FINAL.xlsx
TIP 2020-2021 Garland K-8 MS FINAL.xlsx
TIP 2020-2021 Grand Prairie K-8 MS FINAL.xlsx
TIP 2020-2021 Katy K-8 MS FINAL.XLSX
TIP 2020-2021 Lancaster K-8 Elem FINAL.xlsx
TIP 2020-2021 Lancaster K-8 MS FINAL.xlsx
TIP 2020-2021 NRH K-8 Elem FINAL.xlsx
TIP 2020-2021 NRH K-8 MS FINAL.xlsx
TIP 2020-2021 Orem K-8 Elem FINAL.xlsx
TIP 2020-2021 Orem K-8 MS FINAL.xlsx
TIP 2020-2021 Saginaw K-8 Elem FINAL.xlsx
TIP 2020-2021 Saginaw K-8 MS FINAL.xlsx
TIP 2020-2021 Westpark K-8 Elem FINAL.xlsx
TIP 2020-2021 Westpark K-8 MS FINAL.xlsx
TIP 2020-2021 Windmill Lakes K-8 Elem FINAL.xlsx
TIP 2020-2021 Windmill Lakes K-8 MS FINAL.xlsx
TIP 2020-2021 Windmill Lakes-Orem HS FINAL.xlsx
TIP Plan Nov 2020.pdf

ILTexas

Targeted Improvement Plans (TIP)

Nov 18, 2020



Given the impact of COVID-19, all districts and schools received a label of *Not Rated: Declared State of Disaster* for their 2020 accountability ratings. Further:

*Accountability labels and subsequent **TIP plan** requirements were based off of 2018-2019 data *not 2019-2020 data*. However, ILTexas used 2019-2020 data to design current TIP plans and will use current data to progress monitor.

*School improvement designations remain the same from the previous school year and comprehensive schools were awarded an additional year of funding support.



Glossary of Terms

TIP: Targeted Improvement Plan

DCSI: The District Coordinator of School Improvement [ILTexas Area Superintendents], as principal supervisors, oversee the work of school improvement as a required member of the CIT.

CIT: Campus Intervention Team, leads and participates in the needs assessment, improvement planning, and monitoring processes, and ensures requirements and submissions are completed on time.

ESF: Effective Schools Framework. TIP Plans follow Texas Education Agency's ESF.



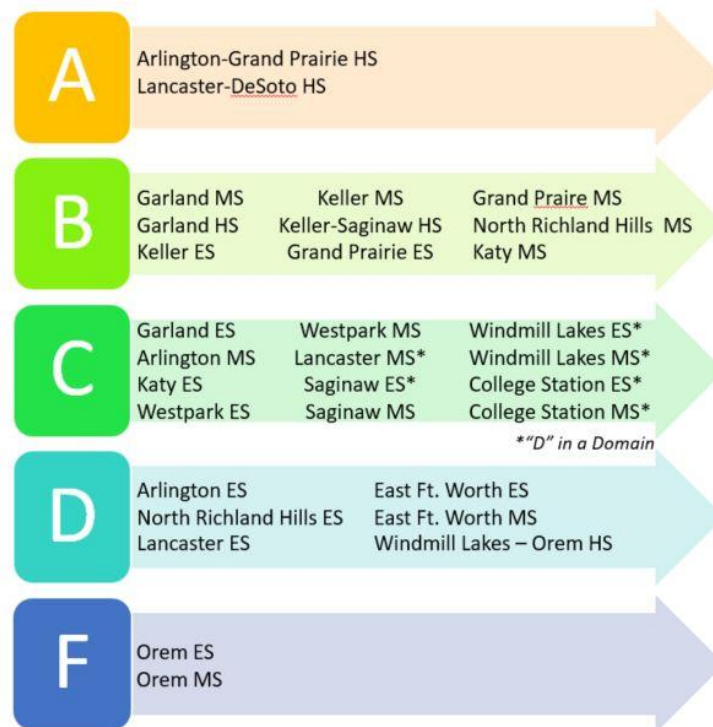
State Rating Labels

Districts and Campuses receive an overall rating, as well as a rating for each domain.

The 2019 rating labels for districts and campuses are as follows:

A, B, C, or D: Assigned for overall performance and for performance in each domain to districts and campuses that meet the performance target for the letter grade.

F: Assigned for overall performance and for performance in each domain to districts and campuses that do not meet the performance target to earn at least a D.



Federal Designations for

Support

Comprehensive Support and Improvement: Any Title I campus identified for targeted support and improvement for three consecutive years for the same student group(s) is identified for comprehensive support and improvement the following school year.

Targeted Support and Improvement: Designation for campuses that have consistently underperforming student groups. A student group that misses the targets in

at least the same three indicators, for three consecutive years, is considered “consistently underperforming.” Any campus not identified for comprehensive support and improvement that has at least one consistently underperforming student group is identified for targeted support and improvement.

Additional Targeted Support Identification: Any campus that is not identified for comprehensive or targeted support and improvement is identified for additional targeted support if an individual student group’s percentage of evaluated indicators met is at or below the percentage used to identify that campus type for comprehensive support and improvement.

Comprehensive Support

- Lancaster ES - Progress
- Lancaster MS - Progress
- East Ft. Worth ES – Progress
- East Ft. Worth MS – Progress
- Windmill Lakes ES - Progress
- Orem ES - Identified
- Orem MS – Identified

Targeted Support

- Garland ES
- Garland MS
- North Richland Hills ES
- North Richland Hills MS
- Katy MS
- Westpark ES
- Westpark MS

Additional Targeted Support

- Grand Prairie MS
- Saginaw ES
- Saginaw MS
- College Station ES
- College Station MS



Dallas Area Campus Plans for Board Approval

For Board Approval:

Lancaster Elementary School - “D” overall and Second Year Comprehensive Progressing

Lancaster Middle School - “D” in a Domain and Second Year Comprehensive Progressing

Garland Elementary and Middle School
Targeted Support

Targeted Improvement Plan Prioritized Focus Areas:

- (1) 1.1 Develop strong instructional leaders (principal, assistant principal, grade level administrators and teacher leaders)
- (2) 3.1 Compelling vision, mission and goals with positive campus climate and high expectations communicated and understood throughout campus.
- (3) 5.1 Data-Driven Instruction - objective based lesson plans with formative assessments



Tarrant Area Campus Plans for Board Approval

East Ft. Worth (ES and MS Comprehensive)

Arlington Elementary, North Richland Hills Elementary

1st Year “D” Overall and Additional Targeted Support

Saginaw Elementary

“D” in a Domain and Additional Targeted Support (2nd Year)

Targeted Improvement Plan Prioritized Focus Areas:

- (1) 4.1 Curriculum and Instruction aligned to TEKS with year long scope & sequence
- (2) 5.1 Objective-driven lesson plans with formative assessments (weekly).
- (3) 5.3 Data-Driven Instruction



Houston Area Campus Plans for Board Approval

- Windmill Lakes Elem - Campus rated "D" in a Domain and Comprehensive Progress
- Windmill Lakes MS - Campus rated "D" in a Domain
- Orem Elementary and Orem MS - Campus rated 1st Year Overall "F" and Comprehensive Identified
- College Station Elem - Campus rated "D" in a Domain and Additional Targeted Support
- College Station MS - Campus rated "F" in a Domain and Additional Targeted Support
- Windmill Lakes-Orem HS - Campus rated 1st Year Overall "D"

Targeted Improvement Plan Prioritized Focus Areas:

- (1) 5.1 Objective-driven lesson plans with formative assessments (weekly).
- (2) 5.3 Data-Driven Instruction
- (3) 1.1 Develop Campus Instructional Leaders with clear goals and expectations



Special Education - Targeted Improvement Areas

1.1 Develop strong instructional leaders (principal, assistant principal, grade level administrators and teacher leaders):

- Special Education component provided through Aspiring Administrators Academy
- Bi-annual Special Education Assistant Principal Training (Fall and Spring)
- Weekly training with Special Education Area Leads and Special Education Specialists (Behavior Specialists and Instructional Coaches)
- Trainings with Campus Special Education Lead Teachers 3 times per semester

3.1 Compelling vision, mission and goals with positive campus climate and high expectations communicated and understood throughout campus:

- Bi- weekly meetings with Area staff
- Bi-annual Roles and Responsibilities training (Fall and Spring) for targeted Special Education Leaders
- Annual Special Education Case Manager training



Special Education - Targeted Improvement Areas Cont...

4.1 Curriculum and Instruction aligned to TEKS with year long scope & sequence:

- Implementation of the following curriculum and intervention programs:

Language Arts/Reading: Read 180/System 44

Mathematics: Math 180 and Do The Math.

Alternative/Life Skills: Unique Learning System - “Positivity” and “in the moment” social skills.

5.1 Data-Driven Instruction - objective based lesson plans with formative assessments:

- Routine monitoring and assessment at the Beginning, Middle, and End of School Year.
- Curriculum assessments embedded into routine instruction.
- Grading Cycle Individual Progress Monitoring - Alignment with Individual Education Plan to State and Charter Standards.

5.3 Data-Driven Instruction:

- Professional development provided on Individual Education Plans and data driven instruction.
- Weekly Professional Learning Communities (SPED Teacher Cohort training)
- Special Education Coordinator meets with the Curriculum & Instruction Department weekly to “bridge the gap” between Special Education and General Education.



In sum, ILTexas will continue to improve academic achievement through...



Cover Sheet

CONSIDER/ACT TO APPROVE HB3 EARLY LITERACY/MATH & CCMR BOARD GOALS

Section: VI. Board Items for Discussion/Action
Item: C. CONSIDER/ACT TO APPROVE HB3 EARLY LITERACY/MATH & CCMR BOARD GOALS
Purpose: Vote
Submitted by:
Related Material: Board Goals CCMR.xlsx
Board Goals Early Literacy.xlsx
Board Goals Early Mathematics.xlsx
HB3 Board Goals 20-2024.pdf



HB3 Board Goals

Early Childhood Literacy & Math and College and Career Military Readiness (CCMR)

HB3 Requirements

School boards are required to adopt plans in:

1. Early Childhood (EC) Literacy & Math (3rd grade STAAR), and
2. College, Career & Military Readiness (CCMR readiness indicators).

All plans must include:

1. 5-year goals, with annual targets
2. Annual report to the board with interim progress monitoring
3. Annual report posted on ILTexas and campus websites
4. Specific, quantifiable, annual goals for five years at each campus
5. Annual targets for student groups evaluated under closing the gaps domain

The Why

In keeping the alignment with the state's 60x30TX goal*, the School Finance Commission recommended establishing a plan and goals so that at least **60%** proficiency.

- **60%** of all students reach the state's "Meets" standard EC Literacy and Math by **2030**
- **60%** of all high school graduating seniors achieve (1) an industry-accepted certificate aligned with a living wage job; or (2) enroll in post-secondary education' or (3) enrolling in the military by **2030**.

*By 2030, at least 550K TX students will complete a higher education program

Sub-Population Focus

Rather than using the variable federal targets which establishes lower bar for certain sub-population, ILTexas has created Board Goals that ensure ALL sub-populations have the same periodic benchmarks and end goal.

1. Research-based programs that have proven effective for all sub-groups (e.g., College Bridge Program, Seidlitz Scaffolding Strategies, Reading Academies, Imagine Math, etc.).
2. Internal systems that target academically struggling students (e.g., Triage, Eagle Academy, Fall Tutoring Program, Option 3, etc.).
3. Charter-wide Equity Training Initiative.

To close the achievement gap, we are closing the opportunity gap!

Board Goal Development

- **Review of current data (to determine SMART Goal) against the min. end in mind (60% X 2030)**
- **Federal Targets (to provide perspective only)**
- **Goals were set at the higher ‘meets’ level of performance, not the passing ‘approaches’ level of performance.**



Did Not Meet Grade Level

Shows a lack of basic understanding of course content — student needs significant support in the coming year.

NOT PASSING



Approaches Grade Level

Shows some knowledge of course content but may be missing critical elements — student may need additional support in the coming year.

PASSING



Meets Grade Level

Shows strong knowledge of course content — student is prepared to progress to the next grade.

PASSING



Masters Grade Level

Shows mastery of the course content — student is on track for college and career readiness.

PASSING

Early Childhood Literacy

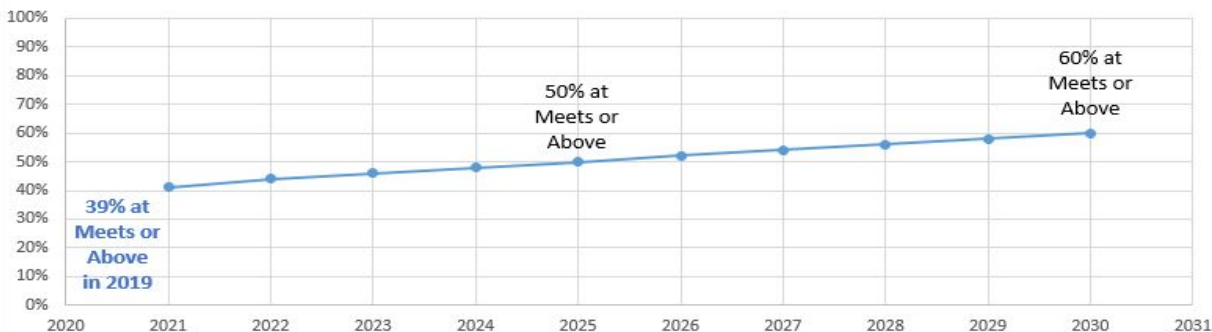
Early Childhood Literacy Board Outcome Goal

The percent of 3rd grade students that score at the Meets Grade Level or above performance level on STAAR Reading will increase from 39% to 50% by June 2025.

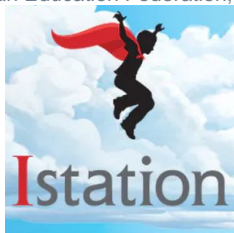
Annual Targets for Student Growth (% of Students at MEETS) - All Students

2021	2022	2023	2024	2025
41%	44%	46%	48%	50%
2026	2027	2028	2029	2030
52%	54%	56%	58%	60%

Early Childhood Literacy Growth Goals



3rd Grade 2019 STAAR	All Students	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Education	Eco. Dis.	English Learners
ILTexas District	39%	33%	36%	51%	**	61%	**	40%	23%	31%	35%



Istation

Istation is an online research-based curriculum, assessment and intervention program for reading and writing for grades pre-K through 8 in both English and Spanish.

At the beginning of each month students take the nationally normed Istation's Indicators of Progress (ISIP™) which measures each students growth with engaging, computer-adaptive diagnostic and screening programs for pre-K – 8.

Based on their results, learners are seamlessly placed in interactive online instruction. Struggling students are routed through reteach lessons, and teachers are given instant reports to monitor student progress. Each Priority Report directs teachers to specific skills-based, small-group lessons for targeted reading intervention.

If you are interested in reading more about istation - <https://www.istation.com/>

How are we going to get there?

Reading Academies

- Mandate of House Bill 3 - All K-3 teachers be trained in the Science of Teaching Reading
- 60 hour course (12 modules) - pretests, post tests, check points and 3 artifacts
- Teachers must pass with an 80% or higher

2020-21 Participants

All elementary principals, K-5 assistant principals, instructional coaches and 100 teacher volunteers. (16%)

2021-22

All K-1 teachers

2022-23

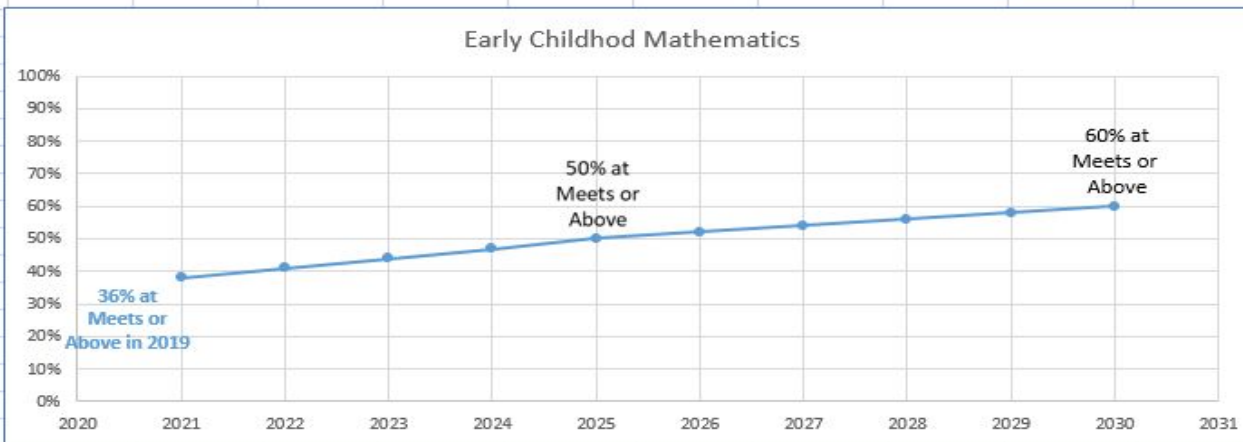
All 2-3 teachers and SPED

Early Childhood Math

Early Childhood Mathematics Board Outcome Goal

The percent of 3rd grade students that score at the Meets Grade Level or above performance level on STAAR Mathematics will increase from 36% to 50% by June 2025.

Annual Targets for Student Growth (% of Students at MEETS) - All Students				
2021	2022	2023	2024	2025
38%	41%	44%	47%	50%
2026	2027	2028	2029	2030
52%	54%	56%	58%	60%



3rd Grade 2019 STAAR	All Students	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Education	Eco. Dis.	English Learners
ILTexas District	36%	29%	33%	50%**	50%**	50%**	**	40%	20%	30%	35%

How are we going to get there.

- Use of authentic contexts
- Use of multimodal techniques
- Providing rich opportunities for language use
- Scaffolding students development of increasingly abstract thinking

How do we know if they are growing?



Average Quantile Growth

Min - 25Q

Q1 - 42

Med - 50 (Mean - 51)

Q3 - 63

Max - 73

For more information:

<https://www.imaginelearning.com/>

Kindergarten - Grade 2

TEKS - based Rapid Task Assessments

Grade 2 - Grade 8

MAP Testing

Grade 3 - 12

ECA Testing

College Ready 74% of all graduates will meet the criteria for COLLEGE READY by 2024

- **Meet Texas Success Initiative (TSI) Criteria in ELA/Reading and Mathematics**
(does not have to meet both on same assessment)

TSIA		SAT		ACT		College Prep Course
>= 351 on Reading	or	>=480 on the Evidence-Based Reading and Writing (EBRW)	or	>=19 on English and >= 23 Composite	or	Complete and earn credit for ELA college prep course
>= 350 on Mathematics	or	>=530 on Mathematics	or	>=19 on Mathematics and >=23 Composite	or	Complete and earn credit for Mathematics college prep course

- **Meet Criteria on Advanced Placement (AP)/International Baccalaureate (IB) Examination**
 - AP test score of 3+
- **Earn Dual Course Credits**
 - ELAR – 3 credit hours earned
 - Mathematics – 3 credit hours earned
 - Other Subjects – combined 9 credit hours earned

Career or Military Ready

15% of all graduates will meet the criteria for CAREER or MILITARY READY by 2024

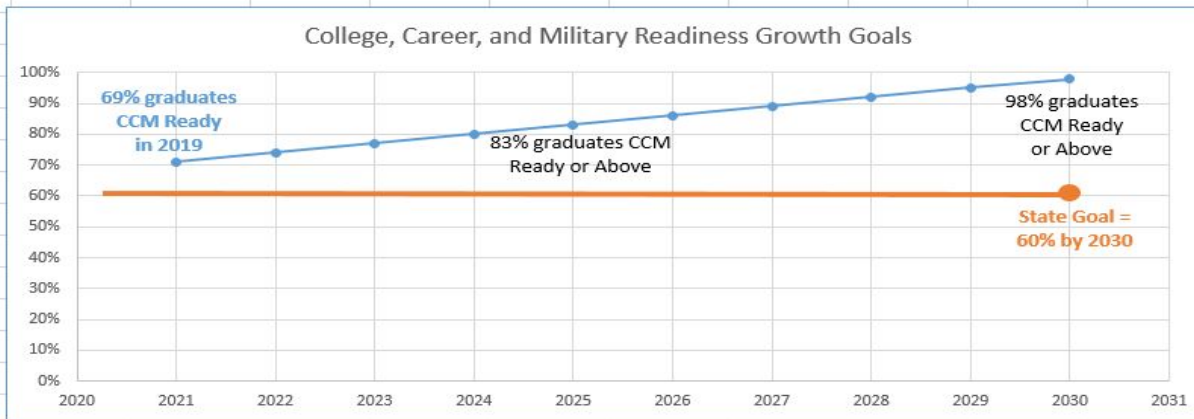
- **Enlist in the Armed Forces**
- **Earn an Associate's Degree**
- **Earn an Industry-Based Certification**
- **CTE Coherent Sequence Coursework Aligned with Industry-Based Certifications**
(earn .5 pts – 2020 last year)
- **Graduate Under an Advanced Degree Plan and be Identified as a Current Special Education Student**
 - Recommended High School Plan (RHSP)
 - Distinguished Achievement Plan (DAP)
 - Foundation High School Plan with an Endorsement (FHSP-E)
 - Foundation High School Plan with a Distinguished Level of Achievement (FHSP-DLA)
- **Graduate with Completed Individualized Education Program (IEP) and Workforce Readiness**
 - Graduation type code of 04, 05, 54, or 55

College Career Military Readiness (CCMR)

CCMR Board Outcome Goal

The percent of high school graduates that are College, Career, and/or Military ready will increase from 69% to 83% by June 2025.

Annual Targets for Student Growth (% of Students CCM Ready) - All Students				
2021	2022	2023	2024	2025
71%	74%	77%	80%	83%
2026	2027	2028	2029	2030
86%	89%	92%	95%	98%



CCMR 2019 Accountability Rating	All Students	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Education	Eco. Dis.	English Learners
ILTexas District	69%	43%	77%	50%	**	50%	**	70%	90%	66%	59%

How are we going to get there

- *College Advising (Academic Success Program)
- *College Preparatory Courses (and corresponding professional development)
- *Remedial courses for students not yet college ready or on track to be college ready
- *SAT prep
- *Leadership Class

Progress Monitoring

We will:

- review the progress of Early Learning & CCMR plan/goals at least annually at a public meeting
- follow the monitoring calendar and a multi-year schedule that describes the months during which interim updates on goals and plan progress measures are reported to the board.

Cover Sheet

CONSIDER/ACT ON CONTRACT WITH NOVEL BUILDERS FOR PHASE II REMODEL AT ILTEXAS LANCASTER-DESOTO HS

Section: VI. Board Items for Discussion/Action
Item: D. CONSIDER/ACT ON CONTRACT WITH NOVEL BUILDERS FOR
PHASE II REMODEL AT ILTEXAS LANCASTER-DESOTO HS
Purpose: Vote
Submitted by:
Related Material: CLARIFICATIONS.pdf
NOVEL BUILDERS SOV.pdf



Bid Summary - Inclusions, Exclusions, Clarifications

Prepared for: **McCarthy Architecture**
 Project : **Disciple Central Community Church**
 Location: **Desoto, TX.**

ADDENDA/REVISIONS:

We have received and included costs for addendums:	0
We have received and included costs for RFI Clarifications.	

PROPOSAL INCLUSIONS & CLARIFICATIONS:

Division 1	1	We have excluded all costs for hidden conditions not shown on plans or seen in field investigations.
Division 1	2	Builder's Risk insurance is included but is limited to the construction value. Deductible for Builder's Risk insurance is not included.
Division 1	3	All costs & fees associated with building permits, city bonds, impacts fees, and meters are excluded.
Division 1	4	LEED requirements are excluded
Division 1	5	We have excluded any special requirements as may be referenced by NTCOG, unless they are detailed on the drawings.
Division 1	6	We have excluded any utility company charges, impact fees or pro-rata charges.
Division 1	7	Factory mutual insurance requirements are excluded.
Division 1	8	Construction clean is included. Sanitary cleaning or sterilization is excluded.
Division 1	9	Payment and performance bond is excluded.
Division 1	10	Novel Builders does not assume any design responsibility.
Division 1	11	Watchman or security services are not included.
Division 1	12	Subcontractor bonding is not included.
Division 1	13	Testing & Inspection fees are not included.
Division 1	14	Impact & City fees are not included
Division 1	15	Fees, project registration, and submission of LEED items are not included.
Division 1	16	This project is assumed to be completed during normal working hours and after hours as directed by Novel Builders.
Division 1	17	Due to the volatility of the market, pricing is only current for 30 days.
Division 1	18	Prevailing wage is not included.
Division 1	19	This proposal is based on Plans dated 9/14/2020
Division 03 - Concrete Scope		
Division 3	1	Piers are excluded as none shown
Division 3	2	We have included (17) footing as indicated on the plans
Division 3	3	We have excluded rock excavation
Division 3	4	We have included all 5" slab over metal deck as indicated on the plans
Division 3	5	We have included all concrete pan stairs as shown
Division 04 - Masonry		
Division 4	1	Not Applicable
Division 05 - Steel & Metals		
Division 5	1	AISC Certified Fabricator and Erector is not included
Division 5	2	Structural Expansion Joints not included
Division 5	3	We have not included any galvanizing of structural steel members, if required please ADD
Division 5	4	The quality of beams on the west and east sides is not identified in the drawings provided. This quote includes the provision of W24X68 material in these locations.
Division 5	5	Detail 06/S1.01 shows only two anchor bolts at the base plates. We recommend including 1 at each corner total of 4 anchor bolts in each base plate.
Division 5	6	Mezzanine framing plan calls for 24 ga. Metal decking and this is included in our pricing. However, we recommend a minimum of 22 ga materials for an ADD of \$2,750.00
Division 5	7	We have not included any additional steel or joists at the roof structure to support the new RTU's as it was unclear if required.
Division 5	8	We have not included any shoring
Division 06 - Woods & Plastics		
Division 6	1	We have included the wood blocking at the top of the parapet walls. This is included in the roofing number
Division 6	2	We have included the wood fire treated plywood in the telephone room. This is included in the electrical number
Division 07 - Thermal and Moisture Protection / Roofing		
Division 7	1	FM4991 certified fire penetration system is not included
Division 7	2	We have included roof flashing at new roof penetrations as shown on the plans.
Division 08 - Doors and Windows		
Division 8	1	We have included all doors & hardware as indicated on the plans
Division 8	2	We have included glass at all sidelites as shown
Division 8	3	We have included an allowance for the new corridor wall to deck as it is unclear what the ht. of the existing deck is.
Division 09 - Finishes		
Division 9	1	Painting of mechanical and sprinkler pipe is not included.
Division 9	2	Epoxy paint & high build glaze coating are not included.
Division 9	3	We have not included painting the underside of the interior exposed deck.
Division 9	4	We have included patch & repair at existing walls
Division 9	5	We have included an allowance for the new corridor wall to deck as it is unclear what the ht. of the existing deck is.
Division 10 - Specialties		
Division 10	1	Interior building signage is not included.
Division 10	2	We have included fire extinguishers with no cabinets
Division 11 - Equipment		
Division 11	1	Installation of Owner Furnished Equipment is not included
Division 11	2	We have not included any appliances (By Owner)
Division 12 - Furnishings		
Division 12	1	We have not included any Site Furnishings
Division 14 - Conveying Systems		
Division 14	1	Not Applicable
Division 21 - Fire Suppression		
Division 21	1	We assume that adequate water supply exists at the project location, 55 static 50 residual 1000GMP minimum. If water supply is less than min, there will be a cost
Division 21	2	We do not include cabinets. We do include wall mounted fire extinguishers.
Division 21	3	We do not include sprinkling the exterior canopies.
Division 22 & 23 - Mechanical & Plumbing		
Division 22 & 23	1	Cast iron piping above or below the slab is not included
Division 22 & 23	2	Seismic supports of equipment or piping is not included.
Division 22 & 23	3	Booster pumps are not included. Water pressure is assumed to be adequate.
Division 22 & 23	4	We have not included any work in the existing gym at the existing ductwork as it is not indicated on the plans.
Division 22 & 23	5	We have included only standard test & balance, we have not included an NEBB or AABC certified testing and balancing.
Division 26 - Electrical		
Division 26	1	Electrical Priced as Specified
Division 26	2	Due to lack of information, we have included an allowance of \$3,500 for wire to existing panel. (Location not shown on plans)
Division 28 - Safety and Security		
Division 28	1	Security, CCTV, low voltage is not included.
Division 31 - Earthwork		
Division 31	1	Not Applicable
Division 32 - Exterior Improvements		
Division 32	1	Not Applicable



November 2, 2020

DISCIPLE CENTRAL COMMUNITY CHURCH

Prepared For: **McCARTHY ARCHITECTURE**
 Location: **DESOTO, TX**
 Project #:
 Building Area:
 Site Area:

DESCRIPTION / TRADE		SOV AMOUNT
<u>01-74</u>	FINAL CLEAN	2,500
<u>03-30</u>	CONCRETE	91,200
<u>04-22</u>	MASONRY	EXCLUDED
<u>05-12</u>	STRUCTURAL STEEL	79,565
<u>07-53</u>	ROOFING SYSTEM	3,600
<u>08-14</u>	DOORS/FRAMES/HARDWARE	7,453
<u>08-32</u>	GLASS & GLAZING	1,290
<u>09-22</u>	FRAMING & DRYWALL	52,100
<u>09-30</u>	FLOORING	9,562
<u>09-91</u>	PAINT	12,800
<u>21-11</u>	SPRINKLER SYSTEM	8,500
<u>22-05</u>	PLUMBING	3,950
<u>23-05</u>	HVAC	59,000
<u>26-05</u>	ELECTRICAL	36,890
<u>26-25</u>	FIRE ALARM	8,815
SUBTOTAL DIRECT COST		377,225
On-site Supervision		37,780
Field Office , Equipment, Other		9,020
Contractor's Liability Insurance		2,927
All-risk (Course of Construction Ins.)		901
Pmnt and Performance Bond		
Preconstruction Services Fee		0
Permit Allowance		BY OWNER
Owner Contingency (as stated in specs)		
Fee (Overhead & Profit)		22,519
Sales Tax		0
SUBTOTAL INDIRECT COST		73,146
TOTAL		450,371

Cover Sheet

CONSIDER/ACT ON AUTHORIZING THE ADMINISTRATION TO CLOSE ON THE PURCHASE OF LAND AND BUILDING FOR ILTEXAS HEADQUARTERS

Section: VI. Board Items for Discussion/Action
Item: E. CONSIDER/ACT ON AUTHORIZING THE ADMINISTRATION TO
CLOSE ON THE PURCHASE OF LAND AND BUILDING FOR ILTEXAS HEADQUARTERS
Purpose: Vote
Submitted by:
Related Material: 2021 Lakeside PSA - Intl Leadership Texas (executed).pdf

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS
(2021 LAKESIDE BLVD, RICHARDSON, TEXAS)

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is made and entered into as of July 17, 2020, by and between B.H. 2021 LAKESIDE, LLC, a California limited liability company (“**Seller**”), and INTERNATIONAL LEADERSHIP OF TEXAS, a Texas Non-profit Corporation (“**Buyer**”). In consideration of the mutual agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell, and Buyer desires to purchase, the Property described below, for the Purchase Price and upon the terms and conditions set forth below:

ARTICLE I
DEFINITIONS

1.1. Certain Basic Terms.

1.1.1. Buyer address for Notice:

International Leadership of Texas
1820 Glenville Dr., Suite 100
Richardson, TX 75081
Attn: Eddie Conger
Phone: 972-479-9078
Email: egonger@iltexas.org

1.1.2. Seller address for Notice:

BH Properties
11111 Santa Monica Blvd. Suite 600
Los Angeles, CA 90025
Attn: Brian Park
Phone: (424) 231-8499
Email: brian.park@bhproperties.com

With copies to:

Allen Law Group, APC
11693 San Vicente Blvd #458
Los Angeles, CA 90049
Attn: Todd Allen, Esq.
Phone: (424) 299-1414
Email: tallen@allenlawgroup.com

1.1.3. “**Real Property**” means the Land and the Improvements, and consists of commercial property generally located at 2021 Lakeside Blvd., Richardson, Dallas County, Texas 75082.

1.1.4. “**Purchase Price**” means Seven Million Two Hundred Fifty Thousand Dollars and No Cents (\$7,250,000.00).

1.1.5. “**Deposit**” means One Hundred Thousand Dollars and No Cents (\$100,000.00) in Good Funds (defined in Section 2.1 below).

1.1.6. “**Inspection Period**” means the period commencing on the Effective Date and ending on that date which is thirty (30) days thereafter. Buyer shall have a one-time right to extend the Inspection Period by thirty (30) days. To exercise such option, Buyer shall give written notice to Seller at least three (3) Business Days prior to the initial expiration of the Inspection Period, which shall make Twenty-Five Thousand Dollars and No Cents (\$25,000.00) of the Deposit non-refundable in all circumstances except as expressly set forth in this Agreement, released to Seller without additional notice to or joinder by any other party upon Seller’s request, and applicable to the Purchase Price at Closing.

1.1.7. “**Closing Date**” means that date which is December 15, 2020, provided that Seller shall have the right to accelerate the Closing Date to an earlier date by providing no less than ten (10) Business Days’ written notice to Buyer. Notwithstanding the foregoing, Seller shall have a one-time right to extend the Closing Date by thirty (30) days. To exercise such option, Seller shall give written notice to Buyer at least three (3) Business Days prior to the initial Closing Date.

1.1.8. “**Broker**” means Colliers International North Texas, LLC (Will Haynes, II).

1.1.9. “**PMK**” means Brian Park.

1.2. “**Business Day**” means a day that is neither a Saturday, Sunday, Federal holiday, nor any other day on which a significant number of banking institutions in the county in which the Real Property is situated are in fact closed.

1.3. “**Effective Date**” means that date upon which the later of Buyer and Seller execute this Agreement.

1.4. “**Property**” means, collectively, the Real Property, and all of Seller’s right, title and interest in the Contracts, the Intangible Property, the Leases, and the Personal Property, as such terms are defined below:

1.4.1. “**Land**” means that certain real property parcel legally described on Exhibit “A” attached hereto, together with (i) all right, title and interest of Seller, reversionary or otherwise, in and to any and all rights, titles, powers, privileges, easements, licenses, rights-of-way and interests appurtenant thereto, (ii) all rights, titles, powers, privileges, licenses, easements, rights-of-way and interests, if any, of Seller, either at law or in equity, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way or sidewalks, open or proposed, in front of, above, over, under, through or adjoining such real property and in and to any strips or gores of real estate adjoining such real property, and (iii) all rights, titles, powers, privileges, interests, licenses, easements and rights-of-way appurtenant or incident to any of the foregoing.

1.4.2. “**Improvements**” means all structures, fixtures, buildings and other improvements located on the Land.

1.4.3. “**Contracts**” means all service, supply, maintenance and construction contracts, if any, relating to the Real Property or Personal Property.

1.4.4. “**Intangible Property**” means all assignable intangible personal property, if any, now or through the date of Closing owned by Seller and arising out of or in connection with Seller’s ownership of the Real Property and the Personal Property, including the right to use the current names, logos, trademarks, URLs, web addresses, websites, and trade names of the Real Property, the goodwill of Seller in connection with the Real Property, all licenses, permits and certificates of occupancy issued by governmental authorities relating to the use, maintenance, occupancy and/or operation of the Real Property and Personal Property, all plans, specifications and drawings relating to the construction of the Improvements, and all warranties and guaranties with respect to the Real Property.

1.4.5. “**Leases**” means all unexpired leases, subleases, occupancy agreements and parking leases, if any, for the use, possession or occupancy of the Real Property, which are set forth in Exhibit “G” attached hereto.

1.4.6. **“Personal Property”** means all fixtures, furniture, carpeting, draperies, appliances, building supplies, equipment, machinery, inventory, and other tangible items of personal property owned by Seller and presently affixed, attached to, placed or situated upon the Real Property and used in connection with the ownership, operation and occupancy of the Real Property. Personal Property does not include any items of personal property leased to Seller or otherwise owned by third parties. Neither Personal Property nor Intangible Property shall include (i) cash on hand or on deposit in any bank, operating account or other account maintained in connection with the ownership, operation or management of the Property, cash equivalents (including certificates of deposit), deposits held by third parties (e.g., utility companies) and bank accounts, (ii) insurance policies maintained in connection with the ownership, operation or management of the Property, (iii) any appraisals or other economic evaluations of, or projections with respect to, all or any portion of the Property, including, without limitation, budgets prepared by or on behalf of Seller or any affiliate of Seller, (iv) any documents, materials or information which are subject to attorney/client, work product or similar privilege, which constitute attorney communications with respect to the Property and/or Seller, or which are subject to a confidentiality agreement, (v) any documents pertaining solely to the marketing of the Property and any direct or indirect interest therein for sale to prospective purchasers, and (vi) any trade name, mark or other identifying material that includes the name of Seller or its affiliates or any derivative thereof.

1.4.7. **“Tenant”** means each person or entity that occupies the Real Property pursuant to a Lease.

1.5. **“Affiliate”** means any person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Buyer, as the case may be. For the purposes of this definition, “control” and “controlled” mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise. It is acknowledged and agreed that any limited liability company in which Buyer directly or indirectly serves as a Manager and directly or indirectly holds at least five percent (5%) of the total membership interests shall constitute an Affiliate of Buyer.

1.6. **“Escrow Holder”** means:

Daniel Bell
Senior Commercial Escrow Officer
First American Title Insurance Company
18500 Von Karman Ave., Suite 600
Irvine, CA 92612
Phone: (949) 885-2448
Email: dbell@firstam.com

1.7. **“Title Company”** means:

Wendy Hagen Bowen
Vice President, Senior National Underwriter
First American Title Insurance Company
3281 E Guasti Rd, Suite 440
Ontario, CA 91761
Phone: (909) 510-6225
Email: whagen@firstam.com

ARTICLE II
PURCHASE PRICE; DEPOSIT

2.1. Purchase Price. The Purchase Price shall be payable to Seller at the closing of the transaction contemplated hereby (“**Closing**”) by wire transfer of immediately available federal funds (“**Good Funds**”), which must be delivered in a manner to permit Escrow Holder to deliver to the Seller or its designee on the Closing Date.

2.2. Deposit. Within three (3) Business Days after the Effective Date, Buyer shall deposit with Escrow Holder, by wire transfer the Deposit. If any portion of the Deposit is not delivered by Buyer to Escrow Holder within the required 3-Business-Day period, then Seller may terminate this Agreement by delivering notice to Buyer and Escrow Holder. Upon receipt, Escrow Holder shall deposit the Deposit into an interest-bearing money market account maintained at a federally insured state or national bank located in the state in which the Real Property is situated. All interest earned shall be reported to the Internal Revenue Service as income of Buyer and disbursed to Buyer if Buyer terminates the Agreement pursuant to Sections 3.3, 3.6, 6.2 or 7.2 or Articles 8 or 9; provided, however, that all interest earned shall be reported to the Internal Revenue Service as income of Seller and disbursed to the Seller in all other circumstances. Buyer and Seller shall promptly execute all forms reasonably requested by Escrow Holder in connection with the Deposit bearing interest.

2.3. Disposition of Deposit. If the transaction contemplated hereby is consummated in accordance with the terms and provisions hereof, the Deposit shall be credited against the Purchase Price at Closing. If this Agreement is terminated by either Seller or Buyer in a manner expressly set forth in this Agreement, Escrow Holder shall deliver the Deposit to the party hereto entitled to same pursuant to the applicable terms of this Agreement pertaining to such termination within two (2) Business Days after receipt of written termination notice by the terminating party to Escrow Holder and the non-terminating party.

2.4. Independent Consideration. Included in the Deposit is the sum of One Hundred Dollars and No Cents (\$100.00) (the “**Independent Consideration**”) which is a non-refundable amount that has been bargained for and agreed to as consideration for Buyer’s exclusive right to evaluate the Property during the Inspection Period and to purchase the Property on the Closing Date. Notwithstanding anything to the contrary contained herein, the Independent Consideration is in addition to and independent of all other consideration provided in this Agreement, and is nonrefundable in all events and is only for the fee simple transfer of the Property. If this Agreement is terminated for any reason, Buyer hereby authorizes Escrow Holder without the consent or joinder of any other party to deduct such amount from the Deposit and disburse same to Seller.

ARTICLE III
INSPECTIONS AND TITLE

3.1. Buyer’s Inspections.

3.1.1. Inspections, Tests and Studies. After the Effective Date and upon at least one (1) Business Day notice to Seller, Seller shall permit Buyer and its affiliates and their respective employees, contractors, engineers, environmental consultants, agents and representatives (collectively, “**Buyer’s Representatives**”) to enter upon the Real Property during normal business hours to inspect the Real Property and to conduct reasonable non-invasive and non-destructive tests, examinations, inspections, investigations and studies (collectively, “**Due Diligence**”) of the Real Property that Buyer deems necessary or appropriate. Such access shall solely be for the purpose of evaluating the Property as part of Buyer’s due diligence review. Buyer may conduct such Due Diligence of the Real Property to its full satisfaction to ascertain all facts, circumstances, and matters relating to the Property (including, without limitation, the

physical condition and use, availability and adequacy of utilities, access, zoning, compliance with applicable laws, environmental conditions, engineering and structural matters), survey matters, and any other matters it deems necessary or appropriate for purposes of consummating this transaction. Such entry, inspection, studies and tests may be conducted only during the Inspection Period, provided, that Buyer shall continue to have the right to enter the Property and perform such Due Diligence after the Inspection Period and prior to the Closing Date, but Buyer shall not have the right to terminate this Agreement pursuant to Section 3.6 hereof after the expiration of the Inspection Period. At Seller's option, Seller may be present for any inspection, test or study. Buyer shall bear the cost of all inspections, tests and studies. Buyer shall restore any damage to the Property caused by Buyer or its agents or consultants to substantially the condition existing immediately prior to any testing and inspections promptly after any and all testing and inspections conducted by or on behalf of Buyer. Buyer and Buyer's Representatives performing Due Diligence shall have in effect and maintain commercial general liability insurance, with limits not less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate for personal injury, including bodily injury and death, and property damage, including a cross-liability provision with Buyer's insurance being primary and noncontributing with any other insurance available to Seller. Prior to any entry on the Property, Buyer shall, upon request from Seller, deliver to Seller a certificate of insurance evidencing such coverage and naming Seller and any designated property manager as additional insureds. Notwithstanding anything to the contrary, no boring, Phase II environmental testing or other invasive testing may be performed without Seller's prior written approval, which may be withheld in Seller's absolute discretion.

3.2. Document Review.

3.2.1. Documents. Within two (2) Business Days after the Effective Date, Seller will grant access to Buyer to an electronic data room set forth in Exhibit "B" attached hereto within three (3) Business Days after the Effective Date Seller shall cause where copies of documents and information relating to the ownership, operation and maintenance of the Real Property to be uploaded for review by Buyer. All documents and information delivered to, made available to, copied and/or reviewed by Buyer hereunder shall sometimes be referred to collectively herein as the "**Documents**". If Buyer requests any additional relevant documents regarding the Real Property after the Effective Date which are not included in such data room, Seller shall make a reasonable effort to provide same to the extent they are within Seller's possession or control.

3.2.2. Proprietary Information. Buyer acknowledges and agrees that the Documents are proprietary and confidential in nature and have been or will be made available to Buyer solely to assist Buyer in determining the feasibility of purchasing the Property. Buyer agrees not to disclose the Documents or any of the provisions, terms or conditions thereof to any party outside of Buyer's organization except (i) to Buyer's attorneys, consultants, accountants, lenders, prospective lenders, investors, joint venture partners and/or prospective investors and/or joint venture partners (collectively, the "**Permitted Outside Parties**"), (ii) as may be required by law; (iii) to the extent that any of the Documents become available to the public from sources other than Buyer; (iv) to the extent that any of the information in the Documents can be shown by documentation to have been previously known to Buyer at the time of its disclosure or delivery by Seller; (v) to the extent that any information in the Documents was rightfully received by Buyer from a third party who did not acquire or disclose such information by a wrongful or tortious act; and (vi) to the extent that any of the information in the Documents can be demonstrated by Buyer to have been independently developed by Buyer without use of or reference to any information in the Documents. Buyer further agrees to notify all Permitted Outside Parties that the Documents are to be kept confidential and not disclosed to third parties. In permitting Buyer and the Permitted Outside Parties to review the Documents to assist Buyer, Seller has not waived any privilege or claim of confidentiality with respect thereto, and no third party benefits or relationships of any kind, either expressed or implied, have been offered, intended or created by Seller and any such claims are expressly rejected by Seller and waived by Buyer.

3.2.3. Return or Destruction of Documents. Buyer shall promptly return to Seller or destroy all of the Documents and any and all copies Buyer has made of the Documents if Seller terminates this Agreement, which obligation shall survive such termination.

3.2.4. No Representation or Warranty By Seller. Buyer acknowledges that many of the Documents were prepared by third parties other than Seller, and in several instances, were prepared prior to Seller’s ownership of the Property. Except to the extent expressly otherwise provided in Article 5, Seller makes no representations or warranties as to the accuracy of any Documents prepared by a third party, Seller assumes no risk and liability associated with the completeness or correctness of the Documents, and Buyer shall rely upon its own investigation and evaluation regarding the Documents.

3.3. Title.

3.3.1. Review of Title. Escrow Holder shall cause the Title Company to promptly deliver to Buyer: (i) a commitment for title insurance (the “**Title Report**”) in the amount of the Purchase Price on a Texas T-7 Form for the Real Property issued by the Title Company dated not earlier than 30 days prior to the Effective Date; and (ii) legible (if available) copies of all documents (“**Title Documents**”) appearing as title exceptions shown on the Title Report. As part of the Documents, Seller will deliver to Buyer a copy of the most recent land title survey of the Real Property if in Seller’s possession (the “**Existing Survey**”). If Buyer desires a new or updated survey of the Real Property (a “**New Survey**”), Buyer shall be responsible, at its sole expense, for obtaining any such New Survey.

3.3.2. Title Objections. Buyer shall have the right until such date that is ten (10) days prior to expiration of the Inspection Period (“**Title Objection Date**”) to object to any title matters appearing in the Title Report or any survey matters disclosed by the Existing Survey or any New Survey (each, a “**Title Objection**” and collectively, the “**Title Objections**”) by giving notice of all such Title Objections to Seller (“**Title Objection Notice**”). The failure of Buyer to provide a Title Objection Notice on or before the Title Objection Date shall be deemed approval of all matters shown or disclosed in the Title Report, the Existing Survey and any New Survey, except for matters that can be satisfied by Seller’s delivery of information and/or documents to Title Company set forth in Schedule C of the Title Report (“**Schedule C Matters**”) and Monetary Liens (as defined below) which shall be deemed Title Objections even if Buyer does not provide a Title Objection Notice for such Schedule C Matters or Monetary Liens.

3.3.3. Cure. By the date that is three (3) Business Days prior to expiration of the Inspection Period, Seller shall notify Buyer in writing (“**Seller’s Objection Response**”) whether Seller elects to remove or otherwise remedy the Title Objections identified in Buyer’s Title Objection Notice and if Seller makes such election, Seller shall use commercially reasonable efforts to remove or otherwise remedy to Buyer’s reasonable satisfaction each of the Title Objections identified in Buyer’s Title Objection Notice on or before the Closing Date. If Seller fails to timely deliver a written response to Buyer’s Title Objection Notice, Seller shall be deemed to have elected not to remove or otherwise remedy the Title Objections. Seller shall have the right to either: (i) elect by written notice to Buyer to cause one or more of the Title Objections to be removed of record or otherwise cured to the satisfaction of Buyer in its discretion by the Closing Date (“**Approved Title Objections**”), or (ii) elect not to cure any of the Title Objections; provided, however, that notwithstanding anything to the contrary stated herein, Seller must cure or remove by Closing all deeds of trust secured against the Property, any judgments against Seller affecting the Property, and any monetary liens for labor or services authorized by Seller (each, a “**Monetary Lien**”), but such obligation shall expressly exclude any liens and encumbrances caused directly or indirectly by any act or omission of Buyer. Notwithstanding anything to the contrary, Seller has no obligation to expend any funds to undertake or agree to undertake any obligations or otherwise to cure or agree to cure any Title Objections other than Schedule C Matters and Monetary Liens. If, on or before the Closing Date, Seller is unable to cause such Approved Title Objections to be removed at no cost or expense to Buyer, Buyer shall

have the right on written notice to Seller to terminate this Agreement (in which case Seller and Buyer shall have no further obligations in connection herewith, except for the immediate refund of the Deposit to Buyer). Any failure by Buyer to timely deliver such notice of termination shall be deemed Buyer's waiver of the condition precedent set forth in this Section 3.3.3 and such condition shall be deemed satisfied.

3.3.4. New Title Objections. Approval by Buyer of any additional exceptions to title appearing in an updated Title Report or survey matters disclosed in an updated New Survey which did not appear or was otherwise disclosed prior to the Title Objection Date (each, a "**New Title Objection**" and collectively, the "**New Title Objections**") shall be a condition precedent to Buyer's obligation to purchase the Property (Buyer may grant or withhold such approval in its absolute discretion). If Buyer gives Seller a New Title Objection Notice disapproving of any New Title Objections and identifying the exceptions so disapproved, on or before the Closing Date, Buyer shall be deemed to have disapproved such New Title Objections. Upon receipt of such a New Title Objection Notice from Buyer, Seller shall notify Buyer in writing within two (2) days after receipt of Buyer's Title Objection Notice whether Seller elects to remove or otherwise remedy the same and if Seller makes such election, Seller shall use commercially reasonable efforts to remove or otherwise remedy to Buyer's reasonable satisfaction the New Title Objections on or before the Closing Date. If Seller shall fail to timely deliver a written response to Buyer's notice regarding New Title Objections, Seller shall be deemed to have elected not to remove the New Title Objections on or before the date of Closing. To the extent necessary, the Closing Date shall be extended to accommodate the time periods established in this Section 3.3.4. If, on or before the Closing Date, Seller is unable to cause such New Title Objections so identified by Buyer in writing to be removed or otherwise remedied at no cost or expense to Buyer, Buyer shall have the right on written notice to Seller to terminate this Agreement (and Seller and Buyer shall have no further obligations in connection herewith, except for the immediate refund of the Deposit to Buyer). Any failure by Buyer to timely deliver such notice of termination shall be deemed Buyer's waiver of the condition precedent set forth in this Section 3.3.4 and such condition shall be deemed satisfied.

3.3.5. Permitted Exceptions. The term "**Permitted Exceptions**" shall mean individually and collectively: (i) all matters set forth on the Title Report, the Existing Survey, and/or the New Survey (and any updates thereto) to which Buyer does not object or is deemed to have approved in accordance with this Section 3.3. (ii) any Title Objections and New Title Objections that are subsequently waived in writing by Buyer, (iii) any title matters objected to by Buyer, which objections are cured to Buyer's satisfaction, (iv) exceptions caused by the acts or omissions of Buyer or Buyer's subcontractors, agents, employees, licensees, invitees or representatives, (v) real property taxes and assessments by any taxing authority for the year 2020 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year, and (vi) local, state and federal laws, ordinances or governmental regulations, including, but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property.

3.3.6. Owner's Policy. Conclusive evidence of the availability of such title shall be the irrevocable written commitment of Title Company to issue to Buyer on the Closing Date an owner's title insurance policy on a Texas T-1 Form in accordance with the Title Report and all endorsements thereto deemed desirable or appropriate by Buyer ("**Title Policy**"), in the face amount of the Purchase Price, which Title Policy shall (i) show fee simple title to the Real Property to be vested of record in Buyer or its assignee pursuant to Section 10.2, and (ii) show the standard exceptions and exclusions from coverage contained in such policy and the Permitted Exceptions as the only exceptions to title.

3.4. Inspection Obligations.

3.4.1. Buyer's Responsibilities. In conducting any investigations, inspections, tests and studies of the Property and/or Documents, Buyer and its agents and representatives shall: (i) not unreasonably interfere with the operation, use and maintenance of the Property; (ii) not damage any part of the Property; (iii) not injure or otherwise cause bodily harm to Seller or any of its partners, agents, contractors and employees, or any third party; (iv) pay when due the costs of all tests, investigations, studies and examinations done with regard to the Property; (v) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; (vi) restore the Property to substantially the condition in which the same was found before any such inspections, tests or studies were undertaken; and (vii) not reveal or disclose any information obtained prior to Closing concerning the Property to anyone outside Buyer's organization (other than Permitted Outside Parties), except in accordance with the confidentiality standards set forth in Section 3.2.2 above.

3.4.2. Buyer's Indemnity. To the extent allowed by law, Buyer shall indemnify, defend, protect and hold Seller and its officers, directors, shareholders, members, managers, employees, partners, agents, representatives, trustees and beneficiaries and related and affiliated entities, successors and assigns of Seller (the "**Indemnified Parties**") harmless from and against any and all liens, claims, losses, liabilities, damages (but in no event shall Buyer be liable to any of the Indemnified Parties for consequential, punitive or exemplary damages), costs, expenses, causes of action and expenses (including reasonable attorneys' fees and court costs) (collectively, "**Losses**") caused by any of the inspections, tests and/or studies of the Property and Documents by Buyer and/or Buyer's agents, employees, contractors or consultants; provided, however, such indemnity obligations shall not be applicable to Buyer's mere discovery of an adverse physical condition or matter at the Property. This obligation shall survive termination of this Agreement. Notwithstanding any provision to the contrary contained in this Agreement, Buyer's obligations and indemnity set forth in Section 3.4.1 and this Section 3.4.2 shall survive the Closing or earlier termination of this Agreement and shall not be merged with the Deed (as defined below) or any other Closing Documents.

3.5. Contracts. On or before the Closing Date, Seller, at Seller's sole cost and expense, shall terminate all Contracts except for those that require payment of an early termination fee in order to effectuate its termination, in which case Buyer shall either assume such Contract if assumption is permitted or pay such fee.

3.6. Buyer's Contingency. If during the Inspection Period Buyer determines, in Buyer's sole and absolute discretion, the Property is unsatisfactory for any reason, then Buyer shall be entitled to deliver to Seller notice of Buyer's unconditional disapproval of the Property prior to the expiration of the Inspection Period ("**Disapproval Notice**"). In such case, this Agreement shall terminate and Escrow Holder shall promptly return the remainder of the Deposit (less the Independent Consideration which shall be promptly delivered to Seller and any escrow cancellation fees which shall be paid to Escrow Holder) and neither Seller nor Buyer shall have any further obligation or liability to the other hereunder, except as expressly provided for in this Agreement. If however during the Inspection Period Buyer (i) delivers to Seller notice of Buyer's unconditional approval of the Property ("**Approval Notice**") or (ii) fails to deliver a Disapproval Notice, then on the date of the Approval Notice or the date of expiration of the Inspection Period, as applicable ("**Approval Date**"), then Buyer shall be deemed to have elected to proceed to the Closing. Under such circumstances, Buyer shall be deemed to have waived its termination rights in this Section 3.6, the remainder of the Deposit shall become non-refundable in all circumstances except as expressly set forth in this Agreement, released by Escrow Holder to Seller without further consent or joinder by any other party, and applied to the Purchase Price.

ARTICLE IV
ESCROW AND CLOSING

4.1. Opening. Seller shall open an escrow (the “**Escrow**”) with Escrow Holder by delivering a fully executed copy of this Agreement to Escrow Holder. Any additional, supplementary and/or pre-printed or standard instructions shall not supersede or conflict with this Agreement, and any such conflict shall be governed by the terms of this Agreement.

4.2. Closing Date. The Closing shall occur through Escrow on the Closing Date, subject to extension solely as expressly set forth in this Agreement.

4.3. Seller’s Deliveries. Prior to the Closing Date, Seller shall deliver to Escrow Holder the following documents, duly executed and acknowledged as applicable by Seller (“**Closing Documents**”):

4.3.1. A Special Warranty Deed in the form attached hereto as Exhibit “C” attached hereto (the “**Deed**”).

4.3.2. Two (2) counterpart originals of a Bill of Sale and General Assignment in the form attached hereto as Exhibit “D” attached hereto (the “**Bill of Sale**”).

4.3.3. A certification as required by the Foreign Investors Real Property Tax Act, as amended, in the form attached hereto as Exhibit “E” attached hereto (the “**Non-Foreign Certificate**”).

4.3.4. A copy of the settlement statement jointly approved by Buyer and Seller (“**Joint Statement**”) reflecting all prorations, adjustments and closing costs for the transfer of the Property from Seller to Buyer.

4.3.5. Such other documents as may be reasonably required by Escrow Holder or Title Company.

4.4. Buyer’s Deliveries. Prior to the Closing Date, Buyer shall deliver to Escrow Holder the following funds and documents, duly executed by Buyer:

4.4.1. Such amount of Good Funds to pay for all net prorations, closing costs and other costs and expenses to be paid or provided by Buyer under this Agreement.

4.4.2. Two (2) counterpart originals of the Bill of Sale.

4.4.3. A copy of the Joint Statement.

4.4.4. Such other documents as may be reasonably required by Escrow Holder or Title Company.

4.5. Prorations. The following items shall be prorated between Seller and Buyer as of 11:59 p.m. Central Time on the day immediately preceding the Closing Date by increasing or decreasing, as the case may be, the funds to be delivered by Buyer at the Closing, with all items pertaining to the month of Closing to be prorated based on the actual number of days in the month in which the Closing occurs:

4.5.1. Taxes. Real property taxes and assessments and personal property taxes with respect to the Property (collectively, “**Taxes**”) shall be prorated based upon the latest available tax information such that Seller shall be responsible for all such taxes and assessments levied against the

Property to and including the day prior to the Closing, and Buyer shall be responsible for all such taxes and assessments levied against the Property for the date of Closing and all periods thereafter.

4.5.2. Expenses. All costs and expenses with respect to the ownership, operation, maintenance and management of the Property and all assessments, dues or other charges due under any covenants, conditions and restrictions against the Property (collectively, “**Expenses**”), shall be prorated such that Seller shall be responsible for all Expenses to and including the day prior to the Closing and Buyer shall be responsible for all Expenses for the date of Closing and all periods thereafter.

4.5.3. Utilities. Buyer shall effectuate the transfer of all utilities to its name as of the date of Closing, and where necessary, post deposits with the utility companies. Buyer and Seller shall cooperate to have all utility meters read by the appropriate utility companies as of the date of Closing. Seller shall be entitled to recover any and all deposits held by any utility companies as of the date of Closing; if any such deposits are not returned to Seller as of the date of Closing, such amounts shall be credited to Seller’s account and increase the amount of funds payable by Buyer at Closing.

4.5.4. Revenues. Absent any Leases, there shall be no proration regarding rents or other revenues.

4.5.5. The provisions of this Section 4.5 shall survive Closing.

4.6. Actions of Escrow Holder. On the Closing, Escrow Holder shall promptly undertake all of the following in the manner herein below indicated:

4.6.1. Recordation. Cause the Deed and any other documents which the parties hereto may mutually direct to be recorded in the Official Records of the county wherein the Property is situated, Texas, and obtain conformed copies thereof for distribution to Buyer and Seller.

4.6.2. Disbursement of Funds. Disburse all funds deposited with Escrow Holder by Buyer in strict accordance with the Joint Statement and this Agreement.

4.6.3. Delivery of Documents. Each of the following:

4.6.3.1. Promptly after Closing, cause the Title Policy to be issued to Buyer.

4.6.3.2. Deliver to Seller one (1) fully executed original of the Bill of Sale.

4.6.3.3. Deliver to Buyer one (1) fully executed original of the Bill of Sale and the Non-Foreign Certificate.

4.6.4. Seller’s Deliveries to Buyer. Upon confirmation of the Closing, Seller shall deliver to Buyer possession of the Real Property and Personal Property, subject to the Permitted Exceptions.

4.6.5. Closing Costs. Upon the Closing, Buyer shall pay (i) one-half (1/2) of the escrow fees charged by Escrow Holder, (ii) all costs for the recording of the Deed, (iii) the increase in premium for any modifications to or deletions from the Title Policy, if requested by Buyer, and the cost of any endorsements to the standard Title Policy requested by Buyer, (iv) all transfer taxes, and (v) the costs of any inspections, studies or tests Buyer authorizes or conducts. Upon the Closing, Seller shall pay (x) one-half (1/2) of the escrow fees charged by Escrow Holder, and (y) the premium cost for the standard Title Policy prior to any modifications thereto or deletions therefrom. Except as otherwise provided in

Section 7.4, each party shall be responsible for the payment of its own attorneys' fees incurred in connection with the transaction which is the subject of this Agreement.

4.7. Real Estate Commissions. If the Closing occurs, Seller has agreed to pay a real estate brokerage commission to Broker in accordance with the terms of a separate agreement. Except for the Broker, each party hereto hereby represents and warrants to the other party that no other real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated herein based upon any dealings or actions by the party making such representation. Each party further agrees to and shall indemnify, protect, defend and hold the other party harmless from and against the payment of any commission to any person or entity claiming by, through or under the indemnifying party. This indemnification shall extend to any and all claims, liabilities, costs, losses, damages, causes of action and expenses (including reasonable attorneys' fees and court costs) arising as a result of such claims and shall survive the Closing.

ARTICLE V
REPRESENTATIONS AND WARRANTIES; CERTAIN COVENANTS

5.1. Representations and Warranties of Seller.

5.1.1. General Disclaimer. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, EXCEPT AS SPECIFICALLY SET FORTH IN SUBSECTION 5.1.2 BELOW, IT IS UNDERSTOOD AND AGREED THAT NEITHER SELLER NOR ANY OF ITS PARTNERS, AGENTS, EMPLOYEES OR CONTRACTORS HAS MADE AND IS NOT NOW MAKING, AND BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON (DIRECTLY OR INDIRECTLY), ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES, REPRESENTATIONS OR GUARANTIES AS TO (I) MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING), (II) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF, (III) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES, (IV) WHETHER, AND TO THE EXTENT TO WHICH, THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD, (V) DRAINAGE, (VI) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING, (VII) ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT, (VIII) USAGES OF ADJOINING PROPERTY, (IX) THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTIONS, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, (X) ANY INCOME, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF, (XI) THE PRESENCE OF HAZARDOUS SUBSTANCES IN OR ON, UNDER OR IN THE VICINITY OF THE PROPERTY, (XII) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS OR LAWS, BUILDING, FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS, (XIII) THE

EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS, (XIV) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE REAL PROPERTY, (XV) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY, (XVI) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY, (XVII) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (BUYER AFFIRMING THAT BUYER HAS NOT RELIED ON THE SKILL OR JUDGMENT OF SELLER OR ASSET MANAGER OR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES OR CONTRACTORS TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE) OR (XVIII) TAX CONSEQUENCES (INCLUDING, BUT NOT LIMITED TO, THE AMOUNT, USE OR PROVISIONS RELATING TO ANY TAX CREDITS). BUYER FURTHER ACKNOWLEDGES THAT ANY INFORMATION OF ANY TYPE WHICH BUYER HAS RECEIVED OR MAY RECEIVE FROM SELLER, ASSET MANAGER OR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES OR CONTRACTORS INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL REPORTS AND SURVEYS, IS FURNISHED ON THE EXPRESS CONDITION THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, BUYER SHALL NOT RELY THEREON, BUT SHALL MAKE AN INDEPENDENT VERIFICATION OF THE ACCURACY OF SUCH INFORMATION. ALL SUCH INFORMATION BEING FURNISHED, EXCEPT AS SET FORTH HEREIN, IS DELIVERED WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER.

5.1.2. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer that, as of the Effective Date and the Closing Date (each of which shall survive the Closing Date):

5.1.2.1. Organization. Seller is a limited liability company, duly organized and is validly existing under the laws of the State of California and in good standing with requisite power and authority to own its properties and to transact the businesses in which it is now engaged in each jurisdiction where it is required to be so qualified. Seller possesses all rights, licenses, permits and authorizations, governmental or otherwise, necessary to entitle it to own its properties and to transact the businesses in which it is now engaged.

5.1.2.2. Due Authority. This Agreement and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Seller are, and on the Closing Date will be, duly authorized, executed and delivered by and are binding upon Seller. Seller has the legal capacity and authority to execute this Agreement and consummate the transactions herein provided without the consent or joinder of any other person or entity. The execution and delivery by Seller of, and the performance and compliance by Seller with the terms and provisions of, this Agreement and all documents contemplated hereunder to be delivered by Seller do not violate any of the terms, conditions or provisions of (i) its organizational documents, (ii) any judgment, order, injunction, decree, regulation or ruling of any court or other governmental authority to which Seller or the Property is subject, or (iii) any Contract or any other agreement or contract to which Seller is a party or to which it or the Property is subject, and such execution, delivery, performance or compliance do not constitute a material default thereunder or give to others any rights of termination or cancellation in or with respect to the Property. No consent, waiver or approval by any third party is required in connection with the execution and delivery by Seller of this Agreement or the performance by Seller of obligations to be performed by Seller under this Agreement.

5.1.2.3. Bankruptcy. Seller has not (a) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding, to hold,

administer and/or liquidate all or substantially all of its property, or (c) made an assignment for the benefit of creditors

5.1.2.4. Prohibited Persons and Transactions. Neither Seller nor any of its affiliates, nor any of its respective partners, members, shareholders or other equity owners, and none of its respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

5.1.2.5. Seller Not a Foreign Person. Seller is not a foreign person under Section 1445 of the Internal Revenue Code of 1986, as amended.

5.1.2.6. Leases. There are no Leases of any portion of the Property, licenses, or other agreements to occupy or use all or any portion of the Property which will be in force after the Closing except with Buyer’s express written consent.

5.1.2.7. Knowledge Persons. PMK is the person affiliated with Seller who is most likely to be aware of the facts asserted in Seller’s representations and warranties.

For purposes of this Agreement, the word “knowledge,” as used herein means the present actual knowledge (as opposed to constructive or imputed knowledge) of PMK (without any duty to investigate and with any imputed or constructive notice being excluded).

5.2. Buyer Acknowledgments. BUYER REPRESENTS THAT, OTHER THAN SELLER’S REPRESENTATIONS, WARRANTIES, AND COVENANTS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN THE DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING, IT HAS RELIED AND SHALL RELY SOLELY ON (I) ITS OWN EXPERTISE AND THAT OF BUYER’S CONSULTANTS IN PURCHASING THE PROPERTY, AND (II) BUYER’S OWN KNOWLEDGE OF THE PROPERTY BASED ON ITS INVESTIGATIONS AND INSPECTIONS OF THE PROPERTY. BUYER HAS CONDUCTED, OR BY THE CLOSING WILL CONDUCT, SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS BUYER DEEMED OR SHALL DEEM NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME. UPON CLOSING, BUYER SHALL, EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER’S INSPECTIONS AND INVESTIGATIONS. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER THE PROPERTY, AND SUBJECT TO THE EXPRESSED REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SELLER IN THIS AGREEMENT, BUYER SHALL ACCEPT THE PROPERTY “AS IS, WHERE IS,” WITH ALL FAULTS AND DEFECTS (LATENT AND APPARENT). BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER, ANY AGENT, EMPLOYEE OR CONTRACTOR OF SELLER, OR ANY THIRD PARTY. THE TERMS AND CONDITIONS OF SECTION 5.1 AND THIS SECTION 5.2 SHALL EXPRESSLY SURVIVE THE CLOSING, NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS AND SHALL NOT BE INCORPORATED INTO THE DEED. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION

PERTAINING TO THE PROPERTY FURNISHED BY SELLER, ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH IN THIS AGREEMENT. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS THE "AS IS" NATURE OF THIS SALE AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE PROPERTY. BUYER HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS AGREEMENT WITH ITS COUNSEL AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF.

BUYER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH IN SECTION 5.1 AND THIS SECTION 5.2 ARE AN INTEGRAL PART OF THIS AGREEMENT AND THAT SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH IN SECTION 5.1 AND THIS SECTION 5.2.

5.3. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that, as of the Effective Date and the Closing Date (each of which shall survive the Closing Date, and if Buyer assigns this Agreement in compliance with Section 10.2, then this Section 5.3 shall also apply to such assignee):

5.3.1. Organization. Buyer is a Public Enrollment Charter School system of the State of Texas and a 501(c)3 corporation and is validly existing under the laws of the State of Texas and in good standing with requisite power and authority to own its properties and to transact the businesses in which it is now engaged in each jurisdiction where it is required to be so qualified, including the state in which the Property is situated. Buyer possesses all rights, licenses, permits and authorizations, governmental or otherwise, necessary to entitle it to own its properties and to transact the businesses in which it is now engaged.

5.3.2. Due Authority. This Agreement and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Buyer are, and on the Closing Date will be, duly authorized, executed and delivered by and are binding upon Buyer. Buyer has the legal capacity and authority to execute this Agreement and consummate the transactions herein provided without the consent or joinder of any other person or entity. The execution and delivery by Buyer of, and the performance and compliance by Buyer with the terms and provisions of, this Agreement and all documents contemplated hereunder to be delivered by Buyer do not violate any of the terms, conditions or provisions of (i) its organizational documents, (ii) any judgment, order, injunction, decree, regulation or ruling of any court or other governmental authority to which Buyer is subject, or (iii) any Contract or any other agreement to which Buyer is a party, and such execution, delivery, performance or compliance do not constitute a material default thereunder. No consent, waiver or approval by any third party is required in connection with the execution and delivery by Buyer of this Agreement or the performance by Buyer of obligations to be performed by Buyer under this Agreement.

5.3.3. Bankruptcy. Buyer has not (a) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding, to hold, administer and/or liquidate all or substantially all of its property, or (c) made an assignment for the benefit of creditors.

5.3.4. Prohibited Persons and Transactions. Neither Buyer nor any of its affiliates, nor any of its respective partners, members, shareholders or other equity owners, and none of its respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with

whom United States persons or entities are restricted from doing business under regulations of OFAC or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

5.3.5. Sophisticated Party. Buyer is a sophisticated commercial party with experience in the ownership, management and operation of real estate. Buyer is not in a materially disparate or inferior bargaining position in relation to Seller. Buyer is represented by competent legal counsel in connection with the transaction contemplated by this Agreement. Buyer is purchasing the Property for business, commercial, investment or other similar purpose and not for use as Buyer’s residence.

5.4. Buyer’s Release of Seller.

5.4.1. Seller Released From Liability. Except to the extent Seller has specifically breached or violated a representation or warranty expressly made by Seller in this Agreement, upon Closing, Buyer and anyone claiming by, through or under Buyer, hereby waives its right to recover from and fully and irrevocably releases Seller and its members, managers, employees, officers, directors, representatives, agents, servants, attorneys, affiliates, parent, subsidiaries, successors and assigns, and all persons, firms, corporations and organizations in its behalf (“**Released Parties**”) from any and all claims, responsibility and/or liability that it may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise, and the presence in the soil, air, structures and surface and subsurface waters of materials or substances that have been or may in the future be determined to be Hazardous Substances and that may need to be specially treated, handled and/or removed from the Property under current or future Environmental Laws), valuation, salability or utility of the Property, or its suitability for any purpose whatsoever, and (ii) any information furnished by the Released Parties under or in connection with this Agreement. This release includes claims of which Buyer is presently unaware or which Buyer does not presently suspect to exist which, if known by Buyer, would materially affect Buyer’s release of Seller.

In this connection and to the extent permitted by law, Buyer hereby agrees, represents and warrants that Buyer realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit Seller from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses.

5.4.2. Buyer’s Waiver of Objections. Buyer acknowledges that, as of the date of Closing, Buyer will have inspected the Property and observed its physical characteristics and existing conditions and will have had the opportunity to conduct such investigations and studies on and of the Property and adjacent areas as it deems necessary, and except to the extent Seller has specifically breached or violated a representation or warranty expressly set forth herein, Buyer hereby waives any and all objections to or complaints regarding the Property and its condition, including, but not limited to, federal, state or common law based actions and any private right of action under state and federal law to which the Property is or may be subject, including, but not limited to, Environmental Laws, physical characteristics and existing conditions, including, without limitation, structural and geologic conditions, subsurface soil and water conditions and Hazardous Substances in, on, under, adjacent to, or otherwise affecting the Property. Buyer further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and

conditions, including, without limitation, the presence of Hazardous Substances or other contaminants, may not have been revealed by its investigation. Seller has given Buyer material concessions regarding this transaction in exchange for Buyer agreeing to the provisions of this Section 5.4.

5.4.3. Seller Default; Cure Period. Prior to Closing, if Seller has committed a Seller Default, and Buyer acquires actual and not implied knowledge of such breach or default, then Buyer may, at its election, deliver notice thereof to Seller. Seller shall have until the Closing Date to cure any such breaches or defaults to Buyer's reasonable satisfaction and shall cure, prior to the Closing Date any Seller Default within Seller's control. In the event that Seller does not cure a Seller Default to Buyer's reasonable satisfaction, Buyer shall have all rights and remedies for a Seller Default and shall be entitled to delay Closing or extend the Closing Date until five (5) Business Days following Buyer's receipt of reasonable supporting documentation of the correction of the Seller Default. Following the Closing, neither party shall have any liability to the other party which arises out of a Seller Default, in the case of Seller, or a Buyer Default, in the case of Buyer, which Seller or Buyer, as applicable, had actual and not implied knowledge prior to the Closing Date. Following the Closing, neither party shall commence a legal action or proceeding against the other party relating to (a) the Property, or (b) a breach of a representation, warranty, covenant or condition made in this Agreement or in connection with the transaction contemplated herein; unless (i) the factual basis of the claim or cause of action asserted in the action or proceeding was first identified to such party with reasonable clarity after the Closing Date notice for which was then delivered to the other party not later than the expiration of the time period set forth in Section 10.12; and (ii) the action or proceeding is commenced and duly served on the other party within ninety (90) days after the expiration of the time period set forth in Section 10.12. BUYER IS FAMILIAR WITH, AND HEREBY WAIVES ITS RIGHTS, IF ANY, AT LAW OR IN EQUITY TO COMMENCE A LEGAL ACTION OR PROCEEDING AGAINST SELLER RELATING TO THE PROPERTY OR A BREACH OF A REPRESENTATION, WARRANTY, COVENANT OR CONDITION MADE IN THIS AGREEMENT BY SELLER OR IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREIN, AT ANY TIME AFTER THE EXPIRATION OF THE TIME PERIOD SET FORTH IN SECTION 10.12. The covenants, conditions, representations and warranties in this Agreement or otherwise made in connection with this transaction (if any) are personal to Buyer and Seller and shall not run with the land, and no person or entity other than Buyer and Seller, respectively, shall be entitled to bring any action based thereon. Following the Closing, if either party commences a legal action or proceeding against the other party based upon a breach of a representation or warranty made in this Agreement, it shall be an affirmative defense to such action or proceeding if the other party can prove in such proceeding that such party was in actual possession of written documentation prior to the Closing Date establishing that it had actual knowledge of a factual basis to support such claim or cause of action prior to the Closing Date. The provisions of this Section 5.4.3 shall survive the Closing.

5.5. Hazardous Substances and Environmental Laws Defined. For purposes of this Agreement, "**Hazardous Substances**" means substance or material that is defined, listed, classified or described as a toxic or hazardous substance, waste or material or a pollutant, effluent, emission, or contaminant, or a solid waste, in any of the Environmental Laws (as defined below), and includes (i) petroleum (including crude oil or any fraction thereof, natural gas, natural gas liquids, radon gas, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), petroleum-based products and petroleum additives and derived substances, lead-based or lead-containing paint, mold, fungi or bacterial matter, polychlorinated biphenyls (PCBs), radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity, asbestos, asbestos-containing material, electromagnetic waves, urea formaldehyde foam insulation and transformers or other equipment that contains dielectric fluid containing PCBs, and (ii) any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, phosphates, or chlorine. For purposes of this Agreement, "**Environmental Laws**" means all federal, state and local laws, rules, statutes, directives, binding written interpretations, binding written policies, applicable court decisions, ordinances and regulations, now or hereafter in force and effect and as amended

from time to time, issued by any governmental authorities in any way relating to or regulating human health, safety, industrial hygiene or environmental conditions, or the protection of the environment or pollution or contamination of the air (whether indoor or outdoor), soil gas, soil, surface water or groundwater, including but not limited to CERCLA, the Hazardous Materials Transportation Authorization Act (49 U.S.C. § 5101 et seq.), RCRA, the Solid Waste Disposal Act, the Clean Water Act, the Federal Insecticide, Fungicide, and Rodenticide Act, the Endangered Species Act, the Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.), the Radon Gas and Indoor Air Quality Research Act (42 U.S.C. § 7401 note, et seq.), the National Environmental Policy Act (42 U.S.C. § 4321 et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), and any and all other comparable state and local equivalents.

5.6. Interim Covenants of Seller.

5.6.1. From the Effective Date until the Closing Date or the sooner termination of this Agreement, the following shall apply:

5.6.1.1. Maintenance. Seller shall use commercial reasonable efforts to maintain the Property in substantially the same manner as prior hereto pursuant to its normal course of business (such maintenance obligations not including extraordinary capital expenditures or expenditures not incurred in such normal course of business), subject to reasonable wear and tear and further subject to destruction by casualty or other events beyond the control of Seller. Seller shall maintain in full force and effect its existing insurance coverage with premiums paid through the Closing Date.

5.6.1.2. Notifications. Seller shall notify Buyer of any notice received by Seller or its property manager of any of the following matters promptly after Seller or its property manager has knowledge of such matter: notices of disputes involving any condemnation, environmental, zoning or other land-use regulation proceedings specifically relating to the Property, notice of any violations of any laws specifically relating to the Property, and any litigation or notice of any claim relating to the Property.

5.6.1.3. New Contracts. Seller shall not execute any new Contract without the prior written consent of Buyer, which shall not be unreasonably withheld or delayed, except those deemed reasonably necessary by Seller in the ordinary course of operating the Property that are cancelable on thirty (30) days' notice (and Seller shall promptly provide Buyer with copies of all such additional Contracts), which shall not require Buyer's consent. Buyer's failure to respond to Seller's request for consent within three (3) Business Days of such request shall be deemed to be consent thereof.

5.6.1.4. New Leases. Seller shall not execute any Lease or modify, extend, or renew any of the Leases after the Effective Date without Buyer's prior consent, which consent may be withheld in Buyer's sole and absolute discretion. Notwithstanding anything to the contrary, Buyer shall be liable for all Leasing Costs and all other post-Closing obligations arising from any such Lease.

ARTICLE VI
CONDITIONS TO CLOSING

6.1. Buyer's Conditions. The Closing shall not occur, unless and until each and every one of the following conditions precedent shall, in Buyer's absolute discretion, have been satisfied prior to the Closing; provided, however, that Buyer shall be entitled to waive any of such conditions in writing to the Title Company and Seller in writing the manner set forth herein:

6.1.1. Title. Title Company has given written notice to Buyer of its unconditional commitment to issue the Title Policy effective as of the Closing Date.

6.2. Failure of a Condition. If any of the conditions set forth in Section 6.1 fail to be waived or deemed satisfied by Buyer, and such failure is not cured by Seller within three (3) Business Days after written notice from Buyer, then Buyer shall be entitled to terminate this Agreement, Escrow Holder shall promptly return the Deposit to Buyer (less the Independent Consideration which shall be promptly delivered to Seller), and neither Seller nor Buyer shall have any further obligation or liability to the other hereunder, except as expressly provided for in this Agreement.

ARTICLE VII DEFAULT AND REMEDIES

7.1. Buyer Default. IN THE EVENT THAT THE CLOSING DOES NOT OCCUR BECAUSE BUYER FAILS TO PERFORM ANY MATERIAL OBLIGATION OF BUYER UNDER THIS AGREEMENT, OR BECAUSE A REPRESENTATION OR WARRANTY OF BUYER WAS WHEN MADE OR BECOMES FALSE OR MISLEADING IN A MATERIAL MANNER, WHICH IS NOT CURED BY BUYER WITHIN THREE (3) DAYS AFTER WRITTEN NOTICE FROM SELLER TO BUYER (“**BUYER DEFAULT**”), (WITH THE CLOSING DATE EXTENDED AS MAY BE NECESSARY TO ACCOMMODATE SUCH CURE PERIOD), THEN SELLER MAY, AS SELLER’S SOLE AND EXCLUSIVE REMEDY, TERMINATE THIS AGREEMENT AND RECEIVE THE DEPOSIT AS LIQUIDATED DAMAGES. BUYER AND SELLER HEREBY AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER AS A RESULT OF ANY BUYER DEFAULT. THEREFORE, BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER BREACHES THIS AGREEMENT AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL BE, AS SELLER’S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), AND AS THE FULL, AGREED AND LIQUIDATED DAMAGES FOR SUCH BREACH, AN AMOUNT EQUAL TO THE DEPOSIT.

Notwithstanding anything to the contrary, nothing in this Agreement shall be construed to limit Seller’s rights or damages under any indemnification given by Buyer to Seller under this Agreement or limit Seller’s rights or remedies if Buyer causes to be filed any lis pendens, notice of pendency of action, or other similar notice or form of attachment against the Property (unless Buyer is entitled to file the same in connection with any specific performance action filed by Buyer against Seller in accordance with Section 7.2 below).

7.2. Seller Default. In the event the Closing does not occur because Seller fails to perform any material obligation of Seller under this Agreement, which is not cured by Seller within three (3) days after notice from Buyer to Seller (“**Seller Default**”) (with the Closing Date extended as may be necessary to accommodate such cure period), then Buyer may (i) pursue an action for specific performance, or (ii) terminate this Agreement and receive back the Deposit and to recover from Seller an amount to compensate Buyer for its out-of-pocket costs incurred in connection with this Agreement, including without limitation diligence costs, losses and damages, and attorneys’ fees in an amount not to exceed Twenty-Five Thousand and No/100 Dollars (\$25,000.00). Furthermore, if a court of competent jurisdiction refuses or is unable to issue an order of specific performance because Seller has conveyed an interest in the Property after the Effective Date of this Agreement in violation of this Agreement, then in that event Buyer shall also have the right to seek and obtain damages against Seller, which shall include, without limitation, an amount equal to the positive difference between the sales price Seller actually receives from the purchaser in connection

with said sale of the Property, less the Purchase Price under this Agreement, but in any event in the maximum aggregate amount of the Cap Amount. Notwithstanding anything herein to the contrary, Buyer shall be deemed to have elected to terminate this Agreement if Buyer fails to deliver to Seller notice of its intent to assert a cause of action for specific performance against Seller on or before thirty (30) days following the scheduled Closing Date, as same may have been extended pursuant to any term of this Agreement or written agreement of the parties or, having given such notice, fails to file a lawsuit asserting such claim or cause of action in the county in which the Real Property is situated within sixty (60) days following the scheduled Closing Date. Buyer's remedies for a Seller Default are expressly limited to those set forth in this Section 7.2.

7.3. Limitation on Actions; Further Assurances. If the parties proceed to Closing after a dispute arises under this Agreement, then effective from and after the Closing, all conditions of Closing shall be deemed satisfied or waived, and neither party shall have any liability to the other if it is subsequently discovered that a condition was not satisfied at Closing; provided, however, that nothing in this Section 7.3 shall relieve Escrow Holder or Title Company of any liability for failure to comply with this Agreement or with instructions from either Buyer or Seller. Notwithstanding the forgoing, each party will, whenever and as often as it shall be requested to do so by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further conveyances, assignments, approvals, confirmations, consents and any and all other documents and do any and all other acts as may be reasonably necessary to carry out the intent and purpose of this Agreement so long as no additional obligations or liabilities are created or imposed by same. The form of any such conveyances, assignments, approvals, confirmations, consents and/or other documents shall be in a form reasonably acceptable to the party to which the request is made. The provisions of this Section 7.3 shall survive the Closing.

7.4. Attorneys' Fees. If either party hereto fails to perform any of its obligations under this Agreement or if a dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provision of this Agreement and to survive and not be merged into any such judgment.

7.5. Liability Cap. Notwithstanding anything to the contrary herein, Buyer on its own behalf and on behalf of its agents, members, partners, employees, representatives, officers, directors, agents, related and affiliated entities, successors and assigns hereby agrees that in no event or circumstance shall any officers, directors, shareholders, members, managers, employees, partners, agents, representatives, related and affiliated entities, successors and assigns of Seller ("**Seller Parties**") have any personal liability for any claim, cause of action or other liability arising out of or relating to this Agreement or the Property, whether based on contract, common law, statute, equity or otherwise. Buyer agrees to look solely to Seller and Seller's interest in the Property for the satisfaction of any liability or obligation arising under this Agreement and the transactions contemplated hereby, or for the performance of any of the covenants, warranties or other agreements contained herein, and further agrees not to sue or otherwise seek to enforce any personal obligation against any of Seller Parties with respect to any matters arising out of or in connection with this Agreement or the transactions contemplated hereby. Notwithstanding anything to the contrary contained herein: (a) Seller's representations and warranties contained in this Agreement shall survive Buyer's purchase of the Property only for a period commencing on the Closing Date and ending six (6) months after the Closing Date (the "**Limitation Period**"), (b) the maximum aggregate liability of Seller, and the maximum aggregate amount which may be awarded to and collected by Buyer for any Seller Default shall, under no circumstances whatsoever, exceed Three Hundred Thousand Dollars and No Cents

(\$300,000.00) (the “**Cap Amount**”); and (c) no claim by Buyer alleging a breach by Seller of any representation or warranty of Seller contained herein may be made, and Seller shall not be liable for any judgment in any action based upon any such claim, unless Buyer provides written notice to Seller and Escrow Agent of the alleged breach within thirty (30) days after the earlier of (i) the date Buyer or its property manager first obtains actual knowledge any such alleged breach, or (ii) the expiration of the Limitation Period (a “**Recourse Notice**”) and Buyer commences and files such an action for such claim in the appropriate court no later than thirty (30) days after the Recourse Notice, and unless and until such claim, either alone or together with any other claims by Buyer alleging a breach by Seller of any such representation or warranty is for an aggregate amount in excess of Twenty-Five Thousand Dollars and No Cents (\$25,000.00) (the “**Floor Amount**”), in which event Seller’s liability respecting any final judgment concerning such claim or claims shall be for the entire amount thereof, subject to the Cap Amount set forth in clause (b) above; provided, however, that if any such final judgment is for an amount that is less than or equal to the Floor Amount, then Seller shall have no liability with respect thereto. BUYER IS FAMILIAR WITH, AND HEREBY WAIVES ITS RIGHTS, IF ANY, AT LAW OR IN EQUITY TO COMMENCE A LEGAL ACTION OR PROCEEDING AGAINST SELLER RELATING TO A BREACH OF A REPRESENTATION OR WARRANTY MADE BY SELLER IN THIS AGREEMENT AT ANY TIME AFTER THE EXPIRATION OF THE TIME PERIODS SET FORTH ABOVE.

ARTICLE VIII CONDEMNATION

If, prior to Closing, any governmental authority or other entity having condemnation authority shall institute an eminent domain proceeding or take any steps preliminary thereto (including the giving of any direct or indirect notice of intent to institute such proceedings) with regard to a condemnation of the Real Property, and the same is not dismissed prior to the Closing Date, Buyer shall be entitled, as its sole remedy, to terminate this Agreement upon notice to Seller (i) within five (5) Business Days following notice by Seller to Buyer of such condemnation or the threatened condemnation or (ii) on the Closing Date, whichever occurs first. If Buyer does not terminate this Agreement pursuant to the preceding sentence, Buyer shall be conclusively deemed to have elected to accept such condemnation and waives any right to terminate this Agreement as a result thereof. If Buyer elects to terminate this Agreement under this Article 8, the entire Deposit shall be promptly returned to Buyer, and neither party to this Agreement shall thereafter have any further rights or obligations hereunder except as expressly set forth in this Agreement. If Buyer waives (or is deemed to have waived) the right to terminate this Agreement as a result of such a condemnation, despite such condemnation, Seller and Buyer shall proceed to Closing in accordance with the terms of this Agreement with no reduction in the Purchase Price, and Seller shall assign to Buyer at Closing all of Seller’s right, title and interest in and to all proceeds resulting or to result from said condemnation.

ARTICLE IX CASUALTY DAMAGE

If, prior to the Closing, any of the Real Property shall be damaged by fire or other casualty (collectively, “**Casualty**”), Seller shall deliver to Buyer notice (“**Casualty Loss Notice**”) of such Casualty together with Seller’s determination as to whether the damage constitutes a Material Damage (as defined below). For the purposes of this Article 9, “**Material Damage**” shall mean damage to the Real Property which is of such nature that the cost of restoring the same to substantially its condition prior to the Casualty will, in Seller’s reasonable determination as provided in the Casualty Loss Notice, exceed five percent (5%) of the Purchase Price, whether or not such damage is covered by insurance. If, prior to the Closing, the Real Property sustains Material Damage by a Casualty, either Buyer or Seller may, at such party’s option, terminate this Agreement by delivering notice thereof to the other party and Escrow Holder within the earlier of (i) ten (10) Business Days after Buyer’s receipt of the Casualty Loss Notice or (ii) the Closing Date. If the Real Property shall be damaged by a Casualty which is not a Material Damage, or if either

Buyer or Seller fails to deliver notice of termination within the time period set forth hereinabove for a Material Damage, then: (A) the parties shall proceed to close this transaction in accordance with the terms of this Agreement; and (B) Seller shall, as part of the Intangible Property, assign to Buyer all of Seller’s rights in the resulting casualty insurance proceeds. If Seller or Buyer elects to terminate this Agreement under this Article 9, the entire Deposit shall be returned to Buyer, and thereafter neither party shall thereafter have any further rights or obligations hereunder, except as expressly set forth in this Agreement.

ARTICLE X
MISCELLANEOUS

10.1. Entire Agreement. This Agreement contains the entire agreement of the parties hereto, and supersedes all prior and contemporaneous written and oral agreements between the parties, with respect to the subject matter hereof. This Agreement can be amended only by written agreement signed by the parties hereto, and by reference, made a part hereof.

10.2. Assignment. Buyer may not assign this Agreement or its rights hereunder, or delegate any portion of its duties or obligations except with the express written consent of Seller, which may be withheld in Seller’s absolute discretion. Notwithstanding the foregoing, Buyer shall have a one-time right to assign this Agreement without consent from Seller only upon the following conditions: (i) the assignee of Buyer is an Affiliate of Buyer or an entity which is directly owned or controlled by Buyer or any of Buyer’s principals; (ii) all of the Deposit has been delivered in accordance with Section 2.2; (iii) Buyer remains primarily liable for the performance of Buyer’s obligations under this Agreement that survive the Closing; (iv) the assignee expressly assumes in writing all of Buyer’s obligations under this Agreement, and Buyer shall deliver to Seller a copy of the fully executed written assignment and assumption agreement between Buyer and such assignee at least five (5) Business Days prior to Closing; and (v) there shall be no modification of this Agreement other than a change in the named Buyer. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

10.3. Notice. Any notice, communication, request, reply or advice (collectively, “**Notice**”) provided for or permitted by this Agreement to be made or accepted by either party must be in writing. Notice may, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified, and addressed to the party to be notified, with return receipt requested, (ii) by depositing the same into custody of a nationally recognized overnight delivery service, (iii) by delivering the same to such party, or an agent of such party, in person or by commercial courier, or (iv) by email transmission, provided that the sender does not receive a return email from its hosting service of a failure to transmit. Notice deposited in the mail in the manner hereinabove described shall be effective on the third (3rd) Business Day after such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified by 5:00 P.M. Central Time of any Business Day with delivery made after such hour to be deemed received the following Business Day. For the purposes of notice, the addresses of Seller, Buyer, Escrow Holder and Title Company shall, until changed as hereinafter provided, be as set forth in Article 1. The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days’ notice to the other party.

10.4. Time of the Essence. Time is of the essence in all things pertaining to the performance of this Agreement.

10.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Real Property is situated, without regard to any otherwise applicable principles of conflicts of laws.

10.6. Currency. All dollar amounts are expressed in United States currency.

10.7. Section Headings. The Article and section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.

10.8. Day and Calculation of Time Periods. The reference to “day” shall mean a calendar day, unless modified to be a Business Day. Unless otherwise specified, in computing any period of time described herein, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is one other than a Business Day, in which event the period shall run until the end of the next Business Day. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. Central Time.

10.9. No Recordation. Without the prior written consent of Seller, there shall be no recordation of either this Agreement or any memorandum hereof, or any affidavit pertaining hereto.

10.10. Severability. If any provision of this Agreement or application to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

10.11. Construction. The parties acknowledge that with respect to the transactions contemplated herein (a) each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to be effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto; (b) neither party has received from the other any accounting, tax, legal or other advice, and (c) each party has relied solely upon the advice of its own accounting, tax, legal and other advisor.

10.12. Survival. Unless otherwise expressly provided for in this Agreement, the representations, warranties, indemnification obligations and covenants of the parties set forth in this Agreement shall survive consummation of the transaction contemplated by this Agreement and the delivery and recordation of the Deed for a period of six (6) months after the Closing Date.

10.13. 1031 Exchanges. Seller and Buyer acknowledge and agree that the purchase and sale of the Property may be part of a tax-free exchange under Section 1031 of the Code (“**Exchange**”), for either Buyer or Seller. Each party hereby agrees to take all reasonable steps on or before the Closing Date to facilitate such Exchange if requested by the other party, provided that (a) no party making such accommodation shall be required to acquire any substitute property, (b) such Exchange shall not affect the representations, warranties, liabilities and obligations of the parties to each other under this Agreement, (c) no party making such accommodation shall incur any additional cost, expense or liability in connection with such Exchange (other than expenses of reviewing and executing documents required in connection with such Exchange), and (d) no dates in this Agreement will be extended as a result thereof. Notwithstanding anything to the contrary contained in the foregoing, if Seller so elects to close the transfer of the Property as an Exchange, then (i) Seller, at its sole option, may delegate its obligations to transfer the Property under this Agreement, and may assign its rights to receive the Purchase Price from Buyer, to a deferred exchange intermediary (an “**Intermediary**”) or to an exchange accommodation titleholder, as the case may be; (ii) such delegation and assignment shall in no way reduce, modify or otherwise affect the obligations of Seller pursuant to this Agreement; (iii) Seller shall remain fully liable for its obligations under this Agreement as if such delegation and assignment shall not have taken place; (iv) Intermediary or exchange accommodation titleholder, as the case may be, shall have no liability to Buyer; (v) the closing

of the transfer of the Property to Buyer shall be undertaken by direct deed from Seller (or, if applicable, from other affiliates of Seller whom Seller will cause to execute such deeds) to Buyer or to exchange accommodation titleholder, as the case may be; and (vi) Seller shall indemnify, protect, defend and hold harmless Buyer from and against any and all liability arising from and out of such Exchange by Seller. Notwithstanding anything to the contrary contained in the foregoing, if Buyer so elects to close the acquisition of the Property as an Exchange, then (A) Buyer, at its sole option, may delegate its obligations to acquire the Property under this Agreement, and may assign its rights to receive the Property from Seller, to an Intermediary or to an exchange accommodation titleholder, as the case may be; (B) such delegation and assignment shall in no way reduce, modify or otherwise affect the obligations of Buyer pursuant to this Agreement; (C) Buyer shall remain fully liable for its obligations under this Agreement as if such delegation and assignment shall not have taken place; (D) Intermediary or exchange accommodation titleholder, as the case may be, shall have no liability to Seller; (E) the closing of the acquisition of the Property by Buyer or the exchange accommodation titleholder, as the case may be, shall be undertaken by direct deed from Seller (or, if applicable, from other affiliates of Seller whom Seller will cause to execute such deeds) to Buyer or to exchange accommodation titleholder, as the case may be; and (F) Buyer shall indemnify, protect, defend and hold harmless Seller from and against any and all liability arising from and out of such Exchange by Buyer. No party participating in an Exchange transaction pursuant to this Section 10.12 shall make any representation or warranty to the other party concerning the tax treatment of such transaction

10.14. Waiver of Trial by Jury. EACH PARTY TO THIS AGREEMENT EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. EACH PARTY AGREES THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY. THE PARTIES AGREE THAT THE PROVISIONS CONTAINED HEREIN HAVE BEEN NEGOTIATED ON AN ARMS-LENGTH BASIS, WITH BOTH PARTIES AGREEING TO THE SAME KNOWINGLY AND BEING AFFORDED THE OPPORTUNITY TO HAVE THEIR RESPECTIVE LEGAL COUNSEL ADVISE THEM AS TO THE MATTERS CONTAINED HEREIN.

10.15. No Joint Venture. Nothing in this Agreement shall be construed to create a joint venture between Buyer and Seller.

10.16. No Third Party Beneficiaries. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party. Nothing in this Agreement is intended to benefit any third party or create any third party beneficiary.

10.17. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, nor shall a waiver in any instance constitute a waiver in any subsequent instance. No waiver shall be binding unless executed in writing by the party making the waiver.

10.18. Further Acts. Each party, at the request of the other, shall execute, acknowledge or have notarized (if appropriate) and deliver in a timely manner such additional documents, and do such other

additional acts, also in a timely manner, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.

10.19. Not an Offer. Presentation of any draft of this Agreement by one party to the other shall not be deemed an offer, and this Agreement shall only become a binding and enforceable contract upon execution hereof by both parties.

10.20. Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which when taken together shall constitute one agreement.

10.21. Signatures and Delivery. Signatures to this Agreement transmitted by telecopy or scan/email, as well as signatures effectuated electronically by means of DocuSign eSignature or other similar computer software or application, shall be valid and effective to bind the party so signing.


10.22. No Alter Ego. The obligations of the parties under this Agreement are personal to such entities and no party's officer, manager, member, director, employee, affiliate, lender, attorney, agent or representative or other third party ("**Party Constituents**") is responsible in any manner whatsoever for the debts, liabilities or obligations of such party hereto. As such, the parties agree that no Party Constituent is an alter-ego of such party (or any affiliate thereof) or in any manner is or shall be vicariously, derivatively or otherwise liable for the debts, liabilities or obligations of such party or any affiliate thereof (individually and collectively, "**Derivative Claims**"). The parties further agree that, as a material part of and material inducement for the transactions contemplated by this Agreement, they will not assert any Derivative Claims in any dispute, claim or controversy relating to or arising out of this Agreement against any Party Constituent. This Section shall survive the Closing or any termination or purported termination of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below.

SELLER:


DATE: 7/29/2020

B.H. 2021 Lakeside, LLC,
a California limited liability company
By: 
Name: Arsalan Gozini
Its: Manager

BUYER:

DATE: 7/28/2020

INTERNATIONAL LEADERSHIP OF TEXAS,
a Texas Non-profit Corporation

DocuSigned by:

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

JOINDER BY ESCROW HOLDER

First American Title Insurance Company, referred to in this Agreement as the “Escrow Holder,” hereby acknowledges that it received this Purchase and Sale Agreement And Joint Escrow Instructions dated July 17, 2020 executed by Seller and Buyer, and accepts and agrees to perform each and all of the obligations of and instructions for the Escrow Holder as set forth herein.

DATE: _____, 2020

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Daniel Bell, Senior Commercial Escrow Officer

LIST OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	List of Documents Provided by Seller
Exhibit "C"	Deed
Exhibit "D"	Bill of Sale
Exhibit "E"	Non-Foreign Affidavit

EXHIBIT "A"
PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS
(2021 LAKESIDE BLVD, RICHARDSON, TEXAS)

LEGAL DESCRIPTION OF LAND

Being Lot 2A, Block 1, GREENWAY ADDITION, an Addition to the City of Richardson, Dallas County, Texas, according to the Replat thereof recorded in Volume 2002217, Page 19, Map Records, Dallas County, Texas.

EXHIBIT "B"
PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS
(2021 LAKESIDE BLVD, RICHARDSON, TEXAS)

DOCUMENTS

https://bhproperties-my.sharepoint.com/:f:/p/liza_aguilar/EICzfDwrkjpGqFV7P4kctcoBcZrxOx41PrxpxZwkSbB5VA?e=exOYE6

EXHIBIT "C"
PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS
(2021 LAKESIDE BLVD, RICHARDSON, TEXAS)

DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEN RECORDED, MAIL TO
AND SEND TAX NOTICES TO:

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

_____, a _____ ("**Grantor**"), for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto _____, a _____ ("**Grantee**") the tract or parcel of land in _____ County, Texas, described in **Error! Reference source not found.** together with (a) all improvements, structures and fixtures located thereon, (b) all right, title, and interest of Grantor, if any, reversionary or otherwise, in and to the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in any way appertaining thereto, and (c) all right, title, and interest of Grantor, if any, in and to all strips and gores and any land lying in the bed of any street, road or alley, open or proposed, adjoining such tract or parcel of land (such land and interests are hereinafter collectively referred to as the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to (i) all easements, restrictions, reservations, covenants and other title matters now of record, (ii) all matters that could be discovered by a physical inspection or survey, and (iii) local, state and federal laws, ordinances or governmental regulations, including, but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property (hereinafter referred to collectively as the "**Permitted Exceptions**").

The Property is hereby conveyed to and accepted by Grantee in its present condition, "**AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.**"

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person

whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Exceptions.

Grantee assumes responsibility for the payment of ad valorem taxes and other real property taxes and assessments by any taxing authority on the Property for the 2020 calendar year and subsequent years, and subsequent real property taxes and assessments by any taxing authority for years prior to 2020 due to change in land usage or ownership.

Grantee's address is: _____.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the date below.

GRANTOR

_____,
a _____

By: _____
Its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

On _____, 2020 before me, _____ (here insert name of the officer), Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

[Seal]

EXHIBIT "D"
PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS
(2021 LAKESIDE BLVD, RICHARDSON, TEXAS)

BILL OF SALE AND GENERAL ASSIGNMENT

This BILL OF SALE AND GENERAL ASSIGNMENT ("Assignment") is made and entered into as of the ___ day of _____, 2020 (the "Effective Date"), by and between _____, a _____ limited liability company ("Assignor") and _____, a _____ ("Assignee").

R E C I T A L S:

A. Assignor and Assignee entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions dated _____, 2020 ("Agreement") with respect to the sale of the "Property" described therein.

B. Assignor desires to assign and transfer to Assignee all of Assignor's right, title and interest in and to the Intangible Property and Personal Property, as such terms are defined in the Agreement, and Assignee desires to accept such assignment and to assume and perform all of Assignor's covenants and obligations regarding such Intangible Property and Personal Property.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. As of the Effective Date, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Intangible Property and Personal Property.

2. From and after the Effective Date, Assignee hereby accepts the above assignment and expressly assumes and covenants to keep, perform, fulfill and discharge all of the terms, covenants, conditions and obligations required to be kept, performed, fulfilled and discharged by Assignor regarding the Intangible Property and Personal Property.

3. From and after the Effective Date, Assignee agrees to indemnify Assignor and hold Assignor harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, the "Losses") brought by a third party and asserted against Assignor by reason of or arising out of any failure by Assignee to perform or observe the obligations, covenants, terms and conditions assumed by Assignee hereunder arising in connection with the Intangible Property and Personal Property and related to the period on or after the Effective Date. Assignor agrees to indemnify Assignee and hold Assignee harmless from and against any and all Losses brought by a third party and asserted against Assignee by reason of or arising out of any failure by Assignor to perform or observe the obligations, covenants, terms and conditions under the Intangible Property and Personal Property and related to the period prior to the Effective Date.

4. As a material part of the consideration for this sale, Assignor and Assignee agree that Assignee is taking the Intangible Property and Personal Property "AS IS" and that there are no representations, disclosures, or express or implied warranties except those contained in the Agreement and this Assignment. Assignee has not relied on any information other than Assignee's inspection and the representations and warranties expressly contained in the Agreement and this Assignment.

5. This Assignment may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one and the same instrument, and shall be binding and effective when all parties hereto have executed and delivered at least one counterpart.

6. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the respective parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day and year first above written.

“Assignor”

a _____

By: _____

Name: _____

Title: _____

“Assignee”

a _____

By: _____

Name: _____

Title: _____

EXHIBIT "E"
PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS
(2021 LAKESIDE BLVD, RICHARDSON, TEXAS)

NON-FOREIGN PERSON CERTIFICATE

To inform _____, a _____
("Transferee"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), will not be required upon the transfer of certain real property, located generally at _____ to Transferee, by B.H. _____, LLC, a California limited liability company (the "Disregarded Entity"), _____, the owner of the Disregarded Entity ("Transferor") hereby certifies as of _____, 2020 to Transferee:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b) (2)(iii) of the Income Tax Regulations;
3. Transferor's U.S. tax identification number is _____; and
4. Transferor's office address is c/o B.H. Management, Inc., PO Box 49993, Los Angeles, CA 90049.

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Transferor understands that Transferee is relying on this Certification in determining whether withholding is required upon said transfer.

The undersigned declares that the undersigned has examined this Certification and to the best of their knowledge and belief it is true, correct and complete, and further declares that the undersigned has authority to sign this Certification on behalf of Transferor.

_____,
a _____

By: _____
Name: _____
Title: _____

Attachments

The following files are attached to this PDF: You will need to open this document in an application that supports attachments (i.e. [Adobe Reader](#)) in order to access these files.

TIP 2020-2021 Alrington K-8 Elem FINAL.xlsx

TIP 2020-2021 College Station K-8 Elem FINAL.xlsx

TIP 2020-2021 College Station K-8 MS FINAL.xlsx

TIP 2020-2021 EFW K-8 Elem FINAL.xlsx

TIP 2020-2021 EFW K-8 MS FINAL.xlsx

TIP 2020-2021 Garland K-8 Elem FINAL.xlsx

TIP 2020-2021 Garland K-8 MS FINAL.xlsx

TIP 2020-2021 Grand Prairie K-8 MS FINAL.xlsx

TIP 2020-2021 Katy K-8 MS FINAL.XLSX

TIP 2020-2021 Lancaster K-8 Elem FINAL.xlsx

TIP 2020-2021 Lancaster K-8 MS FINAL.xlsx

TIP 2020-2021 NRH K-8 Elem FINAL.xlsx

TIP 2020-2021 NRH K-8 MS FINAL.xlsx

TIP 2020-2021 Orem K-8 Elem FINAL.xlsx

TIP 2020-2021 Orem K-8 MS FINAL.xlsx

TIP 2020-2021 Saginaw K-8 Elem FINAL.xlsx

TIP 2020-2021 Saginaw K-8 MS FINAL.xlsx

TIP 2020-2021 Westpark K-8 Elem FINAL.xlsx

TIP 2020-2021 Westpark K-8 MS FINAL.xlsx

TIP 2020-2021 Windmill Lakes K-8 Elem FINAL.xlsx

TIP 2020-2021 Windmill Lakes K-8 MS FINAL.xlsx

TIP 2020-2021 Windmill Lakes-Orem HS FINAL.xlsx

Board Goals CCMR.xlsx

Board Goals Early Literacy.xlsx

Board Goals Early Mathematics.xlsx

