

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made between **LIFE TABERNACLE OF HOUSTON, INC.**, a Texas non-profit corporation ("**Seller**"), and, **INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC.**, d/b/a **International Leadership of Texas**, a Texas non-profit corporation and open-enrollment public charter school ("**Purchaser**"). In consideration of the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. PURCHASE AND SALE.

Subject to the terms and provisions of this Agreement, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller that certain real property (the "**Land**") located at 9901 Windmill Lakes Boulevard, Houston, Texas 77075, and more particularly described on Exhibit A attached hereto and incorporated herein for all purposes, together with all and singular the estate, interests, claims, reversions, remainders, licenses, contracts, permits, approvals, authorities, consents, bonds, rights, benefits, privileges, easements, tenements, entitlements, hereditaments, privileges and appurtenances thereon or in anywise appertaining thereto (whether surface, subsurface or otherwise) to the extent they exist and are owned by Seller, together with all improvements situated thereon and any right, title and interest of Seller, if any, in and to all of the personal property located thereupon, and adjacent streets, alleys and rights-of-way (along with the Land, all of the foregoing being referred to collectively herein as the "**Property**").

2. PURCHASE PRICE.

The total purchase price for the Property (the "**Purchase Price**") will be **\$13,200,000.00**, subject to prorations, expenses, charges and other credits expressly provided for in this Agreement, and will be paid to Seller at Closing in cash, by wire transfer or other method sufficient to provide Seller with "same day" or "good" funds on the date of closing (the "**Closing Date**").

3. EARNEST MONEY DEPOSIT; INDEPENDENT CONSIDERATION.

A. *Earnest Money Deposit and Title Company.* Purchaser shall, within five (5) days after the parties' execution of this Agreement, deposit with Old Republic National Title Insurance Company; Attention: Tammy Newberry, tnewberry@OldRepublicTitle.com (the "**Title Company**"), the sum of **\$50,000.00** (the "**Earnest Money Deposit**"). In the event Purchaser fails to timely deliver to the Title Company the Earnest Money Deposit, Seller may terminate this Agreement by providing written notice thereof to Purchaser at any time prior to the date Purchaser delivers to the Title Company the Earnest Money Deposit. At Closing (as defined below), the Earnest Money Deposit will be credited against the Purchase Price.

B. *Independent Consideration.* Seller shall be entitled to receive and the Title Company shall pay to Seller the sum of \$100.00 in cash (the "**Independent Contract Consideration**") from the Earnest Money Deposit, which amount has been bargained for and agreed to as consideration for Purchaser's exclusive option to purchase the Property and for Seller's execution and delivery of this Agreement. The Independent Contract Consideration is in addition and independent of all other consideration provided in this Agreement and is non-refundable in all events. At Closing, the Independent Contract Consideration will be applied to the Purchase Price.

4. TITLE AND SURVEY.

A. *Title Commitment.* Within ten (10) days after the Effective Date (defined herein), Seller, at Seller's sole cost and expense, shall cause the Title Company to issue and deliver to Purchaser a current standard Texas form title commitment (the "**Commitment**"), issued through the Title Company, describing the Property, listing Purchaser as the proposed insured, showing the Purchase Price as the policy amount and including a legible copy of all recorded documents evidencing title exceptions. (to the extent available).

Seller authorizes the Title Company to deliver the Commitment and related documents to Purchaser at Purchaser's address. The Commitment shall be subject only to standard printed exceptions and those recorded title exceptions or as shown on the Survey (as defined hereinafter) approved or deemed approved by Purchaser (the "**Permitted Exceptions**").

B. Survey. Seller shall provide to Purchaser the most recent existing survey of the Property (the "**Survey**") within five (5) days after the Effective Date, and, if applicable, agree to execute any necessary and truthful affidavit required from the Title Company to have the Title Company to approve same. If the existing Survey is not approved by Purchaser, Purchaser's lender, or the Title Company for any reason, then Purchaser shall obtain a new survey (which will then be deemed the "Survey" for all purposes herein) and will receive a credit against the Purchase Price at the Closing (but not otherwise) for its costs related to obtaining the new Survey in an amount equal to the actual cost of the Survey up to, but not to exceed, \$3,500.00.

C. Review of Title and Survey. If any exceptions appear in the Commitment or on the Survey that affect the Property and that are unacceptable to Purchaser, Purchaser shall notify Seller in writing of such objections (the "**Purchaser's Title Objections**") on or before 30 days after Purchaser's timely receipt of the last of (i) the Commitment, (ii) title exception documents referenced in the Commitment and (iii) the Survey, but in no event later than the date ten (10) days prior to the expiration of the Inspection Period. If Purchaser fails to notify Seller timely of Purchaser's Title Objections within such 30-day period, Purchaser shall be deemed to have accepted all exceptions to title and all other matters shown on the Commitment and all such exceptions and all other matters shown on the Commitment and Survey shall be included as Permitted Exceptions to the Deed (as defined hereinbelow). Seller shall have 10 days after receipt of such notice from Purchaser ("**Cure Period**") to cure Purchaser's Title Objections; provided, however, Seller shall have no obligation to cure Purchaser's Title Objections or to bring any action or proceeding or otherwise to incur any expense whatsoever to eliminate or modify Purchaser's Title Objections. If Seller is unable or unwilling to satisfy Purchaser's Title Objections to the sole satisfaction of Purchaser, then Purchaser may either (i) terminate this Agreement by giving notice in writing to Seller prior to the expiration of the Inspection Period, which such termination shall constitute a Permitted Termination (as defined below) or (ii) accept such title as Seller can or is willing to deliver, in which event, such uncured Purchaser's Title Objections shall be included in the term "Permitted Exceptions." Notwithstanding anything to the contrary contained herein, any item listed in Schedule C of the Commitment or any liens upon the Property created by, through, or under Seller (but not otherwise) **WILL NOT** be a Permitted Exception for the purpose of this Agreement under any circumstances whatsoever and Seller must satisfy and cause any such items created by, through, or under Seller (but not otherwise) to be removed from the Commitment no later than Closing as a condition to Closing for Purchaser.

5. **INSPECTION AND DUE DILIGENCE**

A. Delivery of Property Information. Within five (5) days after the Effective Date, Seller will, at Seller's sole cost and expense, deliver to Purchaser the following items to the extent Seller currently has them in its possession or control (collectively, the "**Property Information**"):

- (i) a copy of any and all existing title policies (with dollar amounts redacted), contracts, leases, subleases, maintenance arrangements, bonds, or other similar agreements affecting or relating to the Property, including any modifications, supplements or amendments thereto;
- (ii) any and all plans, drawings, specifications, studies, reports, surveys, including as-built surveys, plats, site plans and engineering studies of the Property, and other technical descriptions relating to the Property (including AutoCAD files of the site plans, floor plans, blueprints, and architectural drawings);
- (iii) all previous environmental or asbestos, assessments, geotechnical reports, studies, or any other analyses or reports made on or relating to the Property;

- (iv) all certificates of occupancy (and any other similar permits) issued by any governmental authority with respect to the Property;
- (v) all claims, demands, or lawsuits attributable to or affecting the Property, including, without limitation, defective workmanship, defective materials, defective products, or damages to the Property, relating to or concerning any improvements or personal property at the Property;
- (vi) any warranties and all other agreements or records affecting the Property; and
- (vii) a current list of all personal property, furniture, fixtures, equipment, machinery, tools, inventory, and supplies located at the Property or used in connection therewith.

Seller does not represent or warrant the truth, accuracy, completeness, or correctness of the Property Information. Except as expressly provided otherwise herein, any and all Property Information furnished by Seller to Purchaser shall be delivered to and accepted by Purchaser without any representation or warranty of any kind or nature whatsoever, including, but not limited to, the truth, accuracy, completeness, or correctness of such items.

If Purchaser terminates this Agreement for any reason whatsoever, Purchaser shall concurrently therewith return to Seller all Property Information and neither Purchaser nor its agents, employees, or representatives shall retain any copies thereof.

B. Inspection of Property. Subject to the limitations and requirements in this Agreement, beginning on the Effective Date and ending at 11:59 p.m. CST 60 days thereafter (the "Inspection Period"), Purchaser and Purchaser's engineers, architects, employees, agents, contractors, subcontractors and representatives (collectively, "Purchaser's Agents") will, upon reasonable prior verbal notice to Seller, have access to the Property for conducting such investigations, tests and studies (collectively, the "Tests") of any and all aspects of the Property, including, without limitation, physical inspections, engineering and economic feasibility studies, soil tests, structural tests, topographical surveys and non-invasive environmental assessments as Purchaser may require in Purchaser's sole and absolute discretion, with Seller hereby acknowledging, consenting to, and agreeing to fully cooperate with Purchaser to facilitate all such Tests, at no cost or expense to Seller. All Tests shall be conducted by or on behalf of Purchaser in a good and workmanlike manner and in conformance with all applicable governmental and industry standards and all such Tests must be performed by qualified and insured contractors. Notwithstanding anything herein to the contrary, Purchaser shall not conduct any invasive Tests of the Property (such as, without limitation, a Phase II Environmental Assessment) without Seller's prior written approval. Purchaser shall furnish to Seller prior to the commencement of each Test which Purchaser desires to conduct on the Property: (a) a list of Purchaser's Agents who will conduct such Test, (b) a description of the Tests which each such Purchaser's Agent will perform at or about the Property, and (c) evidence that Purchaser or Purchaser's Agents are covered, at a minimum, for the following insurance: Workers Compensation and Employers Liability insurance, statutory limits; Comprehensive General Liability insurance, \$1,000,000.00 each occurrence and \$2,000,000.00 in the aggregate; and Comprehensive Automobile Liability insurance, \$1,000,000.00 each occurrence and \$2,000,000.00 in the aggregate. All third party reports shall be paid for by Purchaser at Purchaser's sole cost and expense, and Purchaser covenants and agrees to deliver to Seller a copy of all such reports promptly upon completion thereof (unless instructed otherwise by Seller), and Seller shall have the right to use the same for its own benefit without Purchaser's consent. Purchaser covenants and agrees to furnish to Seller promptly upon completion thereof, a legible and complete copy of any and all plans, documents, studies, reports and other data furnished to or obtained by Purchaser in connection with or pertaining to the Property (unless instructed otherwise by Seller), including, without limitation, all engineering plans and studies, utility studies and reports, and environmental inspection reports, without, however, including any confidential information regarding Purchaser and the delivery thereof to Seller shall be a condition precedent to the refund to Purchaser of the Earnest Money Deposit as applicable hereunder. Any and all items furnished by Purchaser to Seller shall be delivered to and accepted by Seller without any representation or warranty of any nature whatsoever by Purchaser as to the truth, accuracy, completeness, or correctness thereof Seller shall be responsible for reimbursement or direct payment for the cost of providing any copy of any Test or report required in this paragraph (but not the cost

or expense of the underlying Test). Notwithstanding the foregoing, Purchaser shall have the right at any time to extend the Inspection Period for 2 additional 30 day periods by notifying Seller in writing and depositing an additional \$10,000.00 into escrow with the Title Company prior to the expiration of the Inspection Period (or the extended Inspection Period, as applicable), with such money becoming a part of the Earnest Money Deposit for any and all purposes.

C. Restoration of Property. Purchaser shall, at its sole cost and expense: (a) promptly restore any physical damage or alteration of the physical condition of the Property that results from any Test conducted by or on behalf of Purchaser to as close to the physical condition of the Property existing immediately prior to such Tests as reasonably possible, normal wear and tear excepted; (b) be responsible for and pay or bond around any and all liens by contractors, subcontractors, materialmen, or laborers performing the Tests or any other work for Purchaser on or related to the Property; and (c) pay and/or reimburse Seller for the payment of any actual out of pocket expenses (including reasonable attorneys' fees and court costs) incurred by Seller in enforcing subsection (a) or (b) above. The rights of Purchaser to enter on and Test the Property shall cease upon the termination of this Agreement. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PURCHASER HERBY COVENANTS AND AGREES TO INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES) ARISING OUT OF, RESULTING FROM, IN CONNECTION WITH, OR RELATING TO PURCHASER'S TESTS (AS DEFINED ABOVE) OF THE PROPERTY EXCEPT TO THE EXTENT ANY OF THE FOREGOING IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER OR SELLER'S AGENTS OR EMPLOYEES. Notwithstanding the foregoing, in no event will Purchaser be liable for any damage, loss, cost, expense or claim attributable to (i) a diminution in the value of the Property as a consequence of the results revealed by the Tests conducted by or on behalf of Purchaser, (ii) the discovery of Hazardous Substances existing in, on or under the surface of the Property as of the date such Tests are conducted by or on behalf of Purchaser, or (iii) the gross negligence or willful misconduct of Seller or Seller's employees, principals, officers, agents, representatives, invitees, contractors, or anyone else acting on behalf of Seller or Seller's employees, principals, officers, agents, representatives, invitees, contractors. Purchaser's obligations in this Section shall survive the termination or Closing of this Agreement, as applicable.

D. Inspection Period and Right to Terminate. If Purchaser determines for any reason or for no reason that the Property is unacceptable to Purchaser in any respect, in Purchaser's sole and absolute discretion, then Purchaser may elect to terminate this Agreement by sending Seller written notice thereof prior to 11:59 p.m. CST on the last day of the Inspection Period. If Purchaser elects to terminate this Agreement by sending Seller written notice thereof prior to 11:59 p.m. CST on the last day of the Inspection Period, the Earnest Money Deposit shall be immediately returned to Purchaser (less the Independent Contract Consideration), and the parties will have no further liability or responsibilities towards the other party except those that expressly survive the expiration or termination of this Agreement.

E. Use Applications. Within twenty-four (24) hours after the Effective Date, Seller shall designate Purchaser as its representative in order for Purchaser to obtain the approvals, permits and consents from applicable governmental and administrative agencies necessary for the use of the Property as desired by Purchaser (the "Approvals"). Seller, at no cost or expense to Seller, will assist and cooperate with Purchaser in Purchaser's efforts to obtain such Approvals, including the timely execution of such applications, documentation and agreements related thereto. Purchaser shall be responsible for all costs and expenses related to obtaining the Approvals. Notwithstanding the foregoing, in no event shall Purchaser be permitted to cause any replatting, or other variances, modifications, or other alterations of or to the Property until after it closes on the purchase of the Property, unless agreed to in writing by the Parties.

F. Disclaimer. It is especially understood, agreed and stipulated by Purchaser that this Agreement is an arms-length agreement between the parties. Except for Seller's representations and warranties expressly set forth in this Agreement and in the documents to be delivered by Seller to Purchaser at, at or prior to, Closing, as maybe required herein, Seller hereby specifically and expressly disclaims any warranty, guaranty, or representation, oral or written, past, present or future, of, as to, or concerning: (a) the nature, quality, and condition of the Land, including without limitation, the water, soil, geology, flora and

fauna, and the suitability thereof, and of the Land, for any and all activities and uses which Purchaser may elect to conduct thereon or any improvements Purchaser may elect to construct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same; (b) the manner of construction and condition and state of repair or lack of repair of improvements, if any, located thereon; (c) the nature and extent of any easement, right of way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; (d) the presence or absence of any environmentally threatened or endangered species; (e) the presence or absence of any environmentally hazardous substances or materials; and (f) the compliance of the Property or the operation of the Property with any laws, orders, statutes, rules, ordinances, or regulations of any applicable governmental authority or body. **IN CONNECTION WITH THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE DOCUMENTS TO BE DELIVERED BY SELLER TO PURCHASER AT CLOSING, SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE PROPERTY; THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES OR USES WHICH PURCHASER MAY CONDUCT OR WISH TO CONDUCT THEREON, COMPLIANCE BY THE PROPERTY WITH ANY LAWS, RULES, ORDERS, STATUTES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY, OR HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND SPECIFICALLY, SELLER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING HAZARDOUS WASTE, AS DEFINED BY THE LAWS OF THE STATE OF TEXAS AND ANY REGULATIONS ADOPTED PURSUANT THERETO OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OF ANY HAZARDOUS WASTE OR ANY OTHER HAZARDOUS OR TOXIC SUBSTANCES IN OR ON THE PROPERTY. PURCHASER AGREES TO ACCEPT THE PROPERTY AT CLOSING WITH THE PROPERTY BEING IN ITS THEN PRESENT AS IS, WHERE IS, WITH ALL FAULTS CONDITION. PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER IS EXPERIENCED IN THE OWNERSHIP AND OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT PURCHASER (OR PURCHASER'S AGENTS), PRIOR TO CLOSING, WILL HAVE TESTED THE PROPERTY TO PURCHASER'S SATISFACTION AND PURCHASER IS QUALIFIED TO PERFORM SUCH TESTS (AS DEFINED ABOVE) AND ANALYZE THE RESULTS OF SUCH TESTS. PURCHASER ACKNOWLEDGES THAT IT IS RELYING FULLY ON PURCHASER'S (OR PURCHASER'S AGENTS') TESTS OF THE PROPERTY AND NOT UPON ANY STATEMENT (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY SELLER OR ANY OF ITS AGENTS OR REPRESENTATIVES. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS (OR PURCHASER'S AGENTS HAVE), OR PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD WILL HAVE, THOROUGHLY TESTED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN ORDER TO ENABLE PURCHASER TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY), AND PURCHASER ACKNOWLEDGES THAT, PURCHASER IS RELYING SOLELY UPON ITS OWN (OR PURCHASER'S AGENTS') TESTS OF THE PROPERTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT TO BE DELIVERED BY SELLER TO PURCHASER AT CLOSING, PURCHASER HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES, AND COSTS (AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY LOST PROFIT, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES) WHICH ARISE OR OCCUR FROM AND AFTER THE CLOSING RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY. EXCEPT FOR ANY EXPRESS REPRESENTATION OR WARRANTY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT TO BE DELIVERED BY SELLER AT CLOSING, PURCHASER ACKNOWLEDGES THAT ANY CONDITION OF THE PROPERTY WHICH PURCHASER DISCOVERS OR DESIRES TO CORRECT OR IMPROVE AFTER THE CLOSING SHALL BE AT PURCHASER'S SOLE COST AND EXPENSE. All of the waivers, releases, disclaimers, and other matters set forth in this Section shall survive Closing or termination of this Agreement, as applicable, and shall be included in the Deed.**

6. WARRANTIES AND REPRESENTATIONS.

A. Warranties, Covenants and Representations. Seller warrants and represents to Purchaser that, to the best of Seller's current and actual knowledge, as of the Effective Date and as of the Closing Date, with Purchaser relying upon such warranties, covenants and representations and without regard to any knowledge of Purchaser, that:

(i) Seller is authorized and empowered, and has the full capacity and right, to enter into this Agreement and perform all of its obligations under this Agreement and all other agreements, documents and instruments to be executed and delivered by Seller in connection with the transactions contemplated by this Agreement (the "**Seller Transaction Documents**"); no consent of any third party or governmental agency is required, and this Agreement and the Seller Transaction Documents constitute a legal, valid, and binding obligation of Seller enforceable in accordance with all said documents' terms. The individuals signing this Agreement and the Seller Transaction Documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. This Agreement is, and when executed and delivered with the other Seller Transaction Documents shall be, binding upon and enforceable against Seller in accordance with their respective terms. The execution and delivery by Seller, and the performance by Seller of all of the terms, of Seller Transaction Documents, will not violate (A) any of the organizational documents of Seller, (B) any judgment, order, writ, injunction, decree, or ruling of any court or governmental agency to which Seller is a party or to which Seller is subject, (C) any law, order, rule or regulation of any governmental agency or authority, or (D) any agreement to which Seller is a party or to which Seller or the Property is subject.

(ii) There are no pending actions, suits, arbitrations, claims, investigations, proceedings or investigations of any type against or affecting the Property or Seller's ability to enter into or perform its obligations under the Agreement and, to Seller's knowledge, none are threatened. Seller is not currently involved in any dispute with any governmental agency, or any agents or contractors of Seller, which affect the Property. No judgments, orders, writs, injunctions or decrees of any court or governmental agency have been entered against Seller that affect the Property and that have not been satisfied or released. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other similar proceedings are pending or, to Seller's knowledge, threatened, against Seller or the Property.

(iii) Intentionally Omitted.

(iv) There are no pending (A) special assessments (i.e. governmental, administrative or private) or (B) condemnation, eminent domain or similar actions/proceedings against any portion of the Property, and Seller has no knowledge of any threatened, contemplated or pending special assessments or proceedings that would affect any portion of the Property in any manner.

(v) Intentionally Omitted.

(vi) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance or trespassers.

(vii) Intentionally Omitted.

(viii) Intentionally Omitted.

(ix) Intentionally Omitted.

(x) Seller is not a "foreign person", but is a "United States person", as such terms are defined in Sections 1445 and 7701 of the Internal Revenue Code of 1986, as amended.

(xi) Except for this Agreement, Seller has not entered into any contract for the sale of, and no person or entity has any option or any other rights to purchase, all or any portion of the Property. Prior to Closing or the earlier termination of the Agreement in accordance with its terms, Seller will not enter into, or negotiate the terms and conditions of, any agreement or agreements with respect to the sale of the Property or any portion thereof to any person other than Purchaser and its assigns.

(xii) Except for any such agreements provided by Seller as per Section 5(A)(i) above, Seller has not entered into any agreements affecting the Property that shall be binding on Purchaser after the date of Closing.

(xiii) Seller agrees to pay and discharge all ownership, management, service, and maintenance and similar fees, costs and expenses incurred with respect to periods prior to and up through Closing, specifically including, without limitation, costs and expenses relating to materials supplied and labor performed.

(xiv) Seller agrees to continue to own, maintain and manage the Property in the same manner that Seller has heretofore owned, maintained and managed the Property up to and through Closing.

(xv) Seller will not, without Purchaser's prior written consent (with such consent to be within Purchaser's sole and absolute discretion) undertake any of the following (except that Seller may enter into any contracts that are terminable upon thirty (30) days or less), (a) grant to, create or convey any interest in the Property (or any part thereof) to any other party other than Purchaser and/or Purchaser's assigns, or subject the Property to any liens, encumbrances, covenants, conditions, restrictions, easements or similar matters, (b) establish or consent to the establishment of any special association, community association, property owners' association, architectural control committee or any other such committee having jurisdiction over all or any portion of the Property, (c) obtain a plat or re-plat that includes the Property, (d) enter into any agreement affecting access to the Property, (e) consent to any change in or to the classification of the Property, (f) consent to any special assessment affecting the Property, and/or (g) affirmatively cause, or authorize third parties to cause, any use, generation, release, discharge, storage or disposal of Hazardous Substances on the Property. Seller promptly will provide to Purchaser such information, in writing, regarding any proposals or plans relating to the items described in clauses (a) through (g) as Purchaser may reasonably request.

B. Breach. In the event Purchaser discovers a breach of or untruth, inaccuracy, or failure in any such representation or warranty regarding the Property (collectively, a "**Breach**"), then any such Breach will be deemed a default by Seller under this Agreement.

C. Survival. The representations and warranties of Seller contained in this Agreement shall survive Closing for a period of six (6) months and not merge into the Deed (as defined below).

D. Definitions. As used in this Agreement, the term "**Environmental Laws**" shall mean any local, state or federal ordinance, law, statute, rule, regulation, order or decree pertaining to environmental regulation, contamination, cleanup, disclosure and/or that imposes liability or standards of conduct concerning any Hazardous Substance, any state or federal superlien, superfund or environmental clean-up or disclosure statutes, and/or any amendments to any of the foregoing or as such matters are now or any time hereafter in effect. The term "**Hazardous Substances**" shall mean all substances and materials which are (a) included under, investigated, regulated, monitored, remediated or otherwise defined as "hazardous" or "toxic" by any governmental authority, Environmental Law or any local, state or federal ordinance, statute, regulation, rule, law, common law, order, action or policy of any kind or nature, including, but not limited to, (i) raw materials which include hazardous constituents, (ii) petroleum hydrocarbons, including crude oil or any fraction thereof, and all petroleum products, (iii) polychlorinated biphenyls, (iv) lead, (v) asbestos, (vi) infectious materials, and (vii) radioactive materials; (b) toxic, explosive, corrosive, flammable, carcinogenic, mutagenic, or otherwise hazardous or environmentally sensitive and are or become regulated by any governmental authority, agency, department, commission, board, agency or instrumentality; or (c) causing or threatening to cause a hazard to the health, safety, or welfare of persons on or about the Property.

7. **CLOSING.**

A. **Time and Place of Closing.** Assuming all of the Closing Conditions (as defined below) have been satisfied or waived, the closing for this transaction (the "**Closing**") will take place at the Title Company on the 60th day (or such earlier date as may be mutually agreed upon between the parties or determined by Purchaser in its sole discretion) following the expiration of the Inspection Period. Notwithstanding the foregoing, Purchaser may extend the Closing for an additional thirty (30) days in exchange for Purchaser's delivery to the Title Company on or before the date of Closing of a non-refundable extension fee (except in the case of a default by Seller) in the amount of \$10,000.00 (the "**Extension Fee**"). The Extension Fee will be credited to the Purchase Price at Closing but shall otherwise be non-refundable to Purchaser except upon a default by Seller hereunder beyond any applicable notice and cure periods.

B. **Conditions to Closing.** Purchaser's obligation to close the transaction contemplated by this Agreement is conditioned upon satisfaction of the following conditions (the "**Closing Conditions**"):

(i) The certifications, statements, representations and warranties made by Seller in this Agreement must be true and correct in all material aspects when made and on the Closing Date.

(ii) The Title Company must be unconditionally prepared to issue an owner's title policy to Purchaser in the face amount of the Purchase Price insuring good and indefeasible title to the Property in Purchaser and including only the Permitted Exceptions and the standard title company printed exceptions.

(iii) Purchaser is able to obtain all Approvals for the Property, which may include, but not limited to specific use permits or other permitting which may be required to operate a school on the Property; and, final approval of the sale by the Purchaser's Board of Directors provided Purchaser covenants and agrees to diligently pursue all such Approvals at its sole cost and expense.

(iv) All of the Seller's Deliverables (as hereinafter defined) are delivered at Closing to Purchaser in forms satisfactory to Purchaser and Title Company.

If any of the Closing Conditions have not been satisfied by or on the Closing Date, then Purchaser will have the option, exercisable by giving written notice to Seller, to (i) terminate this Agreement, which will constitute a Permitted Termination, or (ii) extend the Closing Date until such Closing Condition is satisfied, in which event the Closing will take place ten (10) days after such Closing Condition is satisfied.

C. **Seller's Expenses.** Seller shall pay the cost of the tax certificates, one-half of the escrow fee charged by the Title Company, the total premium for the basic owner's title policy (without endorsements, deletions, or other enhancements), any rollback taxes assessed to the Property attributable to a time period prior to and up through the Closing Date, the recording fees for the Deed, its own attorney's fees, and any other costs, expenses or fees attributable to the obligations of Seller arising from the ownership and/or operation of the Property and any business operated on the Property prior to and up to the Closing, including, without limitation, liens, commissions, salaries, contracts and similar agreements.

D. **Purchaser's Expenses.** Purchaser shall pay the cost of its proportionate share of the prorations as set forth in Section 7(E) hereof, one-half of the escrow fee charged by the Title Company, the total premium and other charges for any and all endorsements and other enhancements in coverage to the owner's title policy (e.g. amending the area and boundary exception) and all premiums and other charges and endorsements for the lender's title policy required by Purchaser and/or Purchaser's lender, any rollback taxes assessed to the Property attributable to a time period attributable to the time after the Closing Date, and its own attorney's fees. Except as otherwise provided in this Section, all other expenses hereunder shall be paid by the party incurring such expenses.

E. **Prorations.** Rental income, real and personal property *ad valorem* taxes, and other operating expenses, if any, shall be prorated to the Closing Date, based upon actual days involved. To the

extent that the actual amounts of such charges, expenses, and income referred to in this Section 7(E) are unavailable at the Closing Date, the closing statements shall be based upon estimated amounts, and a readjustment of these items shall be made by the later of (i) 30 days after Closing or (ii) when such information to determine with certainty the costs of such items becomes available to the parties. Seller shall receive all income for the Closing Date and bear all expenses and liability for the Closing Date. Seller shall, on or before the Closing Date, furnish to Purchaser and the Title Company all information necessary to compute the prorations provided for in this Section. This Section, and the obligations of the parties to determine the prorations, will survive Closing and not merge into the Deed. If applicable, the following notice is given to Purchaser as required by Section 5.010 of the Texas Property Code: *If for the current ad valorem tax year, the taxable value of the land that is the subject of this Agreement is determined by special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax, plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.*

F. Seller's Deliverables at Closing. At Closing, Seller shall deliver to Purchaser the following (the "**Seller's Deliverables**"):

- (i) a Special Warranty Deed in form and substance as in Exhibit B attached hereto and incorporated for all purposes herein (the "**Deed**"), duly executed and acknowledged by Seller, conveying to Purchaser the Property in good and indefeasible fee simple, subject to the Permitted Exceptions;
- (ii) a Bill of Sale and Assignment in form and substance as in Exhibit C attached hereto and incorporated for all purposes herein (the "**Bill of Sale**");
- (iii) Intentionally Omitted;
- (iv) Intentionally Omitted;
- (v) a Lease agreement in form and substance as in Exhibit E attached hereto and incorporated for all purposes herein (the "**Lease-Back Agreement**");
- (vi) a "non-foreign" sworn affidavit certificate in the form prescribed by the Internal Revenue Code and the regulations thereunder stating that Seller is not a foreign person or entity within the meaning of the Internal Revenue Code of 1986, as amended, and the regulations thereunder;
- (vii) Intentionally Omitted;
- (viii) Intentionally Omitted;
- (ix) such other evidence of the authority and capacity of Seller and its representatives for the execution, delivery and performance of this Agreement and the closing documents as reasonably required by the Title Company; and
- (x) such other documents and instruments as are reasonably required by the Title Company in connection with the issuance of its Owner's title policy to Purchaser or consummation of the transaction contemplated by this Agreement.

G. Purchaser's Deliverables at Closing. At Closing, Purchaser shall deliver the following to Seller (the "**Purchaser's Deliverables**"):

- (i) the Purchase Price in cash or certified funds acceptable to the Title Company;
- (ii) the Bill of Sale and Assignment;
- (iii) the Lease-Back Agreement;
- (iv) such evidence of the authority and capacity of Purchaser and its representatives for the execution, delivery and performance of this Agreement and the closing documents as reasonably required by the Title Company; and
- (v) such other documents and instruments as are reasonably required by the Title Company in connection with the consummation of the transaction contemplated by this Agreement.

8. **TERMINATION, DEFAULT AND REMEDIES.**

A. **Permitted Termination.** If this Agreement is terminated by either Seller or Purchaser pursuant to a right expressly given it to do so hereunder (herein referred to as a "**Permitted Termination**"), except for a termination by Seller because of the default of Purchaser, the Earnest Money Deposit and Extension Fee, if applicable, will immediately upon written notice from Purchaser to Seller be returned by Seller or the Title Company, as applicable, to Purchaser and neither party shall have any further rights or obligations under this Agreement.

B. **Default by Seller.** In the event of a default by Seller under this Agreement, Purchaser shall notify Seller in writing of the nature of and occurrence of the event of default and Seller shall have fifteen (15) days after receipt of such notice to cure such event of default. If Seller fails or refuses to timely cure such event of default Purchaser may, as Purchaser's sole and exclusive remedies, either (i) terminate this Agreement by written notice delivered to Seller at or prior to Closing, with Purchaser being entitled to immediately being refunded the Earnest Money Deposit (less the Independent Contract Consideration which shall be retained by Seller), and the Extension Fee (if any), or (ii) specifically enforce this Agreement provided that Purchaser notifies Seller of Purchaser's election to enforce specific performance of this Agreement within thirty (30) days following scheduled date of Closing and institutes legal proceedings against Seller for specific performance within such thirty (30) days. If Purchaser fails to enforce specific performance of this Agreement in a timely manner under this Section, Purchaser shall be deemed irrevocably and conclusively to have elected to terminate this Agreement and to obtain a refund of the Earnest Money Deposit and Extension Fee (if any) under clause (i) above as its sole and exclusive remedy against Seller. In the event Purchaser elects the remedy of specific performance and prevails in court, Purchaser may also recover its reasonable out-of-pocket costs and attorney fees in seeking such specific performance. In no event shall Seller be liable for damages to Purchaser or any party claiming by, through or under Purchaser for loss of profit, actual, special, incidental, punitive, indirect, or consequential damages. Nothing contained in this Section shall limit Seller's indemnity obligation set forth in Section 9.C. below.

C. **Default by Purchaser.** In the event of a default by Purchaser under this Agreement, Seller shall notify Purchaser in writing of the nature of and occurrence of the event of default and Purchaser shall have fifteen (15) days to cure such event of default. If Purchaser fails or refuses to cure such event of default Seller may, as Seller's sole and exclusive remedy, terminate this Agreement by written notice delivered to Purchaser at or prior to Closing and Seller shall be entitled to retain the Earnest Money Deposit and Extension Fee, if applicable, it being agreed between Purchaser and Seller that such sum shall be liquidated damages for a default by Purchaser hereunder because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default. Nothing contained in this Section shall limit Purchaser's indemnity obligation set forth in Section 5 above or Section 9.C. below.

9. **MISCELLANEOUS.**

A. **Condemnation/Casualty Loss.** If, before Closing, condemnation or eminent domain proceedings are commenced or threatened against any part of the Property, or if the Property suffers a

casualty loss or damage of any type that would, in Purchaser's sole and absolute judgment, hinder Purchaser's ability to quickly and effectively use the Property, Purchaser may:

- (i) terminate this Agreement as a Permitted Termination by providing written notice to Seller within fifteen (15) days after Purchaser obtains actual knowledge of the condemnation or eminent domain proceedings (or threatened proceedings) or the casualty loss, whichever is applicable; or
- (ii) close without any reduction of the Purchase Price and appear and defend in the condemnation or eminent domain proceedings and any award will belong to Purchaser; or
- (iii) close without any reduction of the Purchase Price and accept the insurance payment for the casualty loss, which Seller will assign to Purchaser.

B. Brokerage Commission. Neither party has, nor shall retain, a broker as it relates to this transaction.

- (i) Intentionally Omitted.

C. Brokerage Commission. Neither party has, nor shall retain, a broker as it relates to this transaction. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER AND PURCHASER EACH HEREBY COVENANTS AND AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OTHER FROM AND AGAINST ANY AND ALL CLAIMS FOR REAL ESTATE COMMISSIONS, FEES OR SIMILAR CHARGES WITH RESPECT TO THIS TRANSACTION, ARISING BY, THROUGH OR UNDER THE INDEMNIFYING PARTY AND EACH FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OTHER FROM ANY LOSS OR DAMAGE RESULTING FROM AN INACCURACY IN THE REPRESENTATIONS CONTAINED IN THIS SECTION. The following disclosure is provided in accordance with applicable law: Purchaser is advised that it should either have the abstract covering the Property examined by an attorney of Purchaser's own selection or be furnished with or obtain a policy of title insurance.

D. Notices. All notices, demands or other communications required or permitted to be given hereunder shall be given in writing and sent by (a) certified or registered U.S. mail, return receipt requested, with appropriate postage paid, (b) personal hand delivery, (c) established express or overnight delivery service that maintains delivery records (e.g., USPS, UPS or FedEx), or (d) facsimile or other electronic means (e.g. email communication) to the address, facsimile number or email address set forth below for the respective party, provided that if any party gives notice of a change of name or address or number, notices to that party shall thereafter be given as demanded in that notice. All notices and demands so given shall be effective (i) upon receipt by the party to whom notice or demand is being given, except that any notice given by certified mail shall be deemed delivered upon deposit in the United States mail, (ii) any notice given by personal delivery shall be deemed delivered upon receipt, (iii) any notice given by facsimile or other electronic means (e.g., email communication) shall be deemed delivered upon the date of a printed machine confirmation that a complete transmission has been made, and (iv) any notice given by overnight courier shall be deemed delivered one business day after deposit with a reputable courier company.

If to Seller:

Life Tabernacle of Houston, Inc.
Attention: James I. Kilgore, II
9901 Windmill Lakes Boulevard
Houston, Texas 77075
Email Address: jkilgore2@gmail.com

If to Purchaser:

International Leadership of Texas
Attention: Jerry McCreight
1801 N Glenville Dr., Suite 100
Richardson, Texas 75081
Telephone: (972) 479-9078
Email Address: jmcCreight@iltexas.org

With a copy to:

Nathan Sommers Jacobs
Attention: Andrew H Dillon
2800 Post Oak Boulevard, 61st Floor
Houston, Texas 77056
Telephone: (713) 892-4810
Facsimile: (713) 892-4800
Email Address: adillon@nathansommers.com

With a copy to:

Schulman, Lopez, Hoffer & Adelstein, LLP
Attention: Jason Adelstein
845 Proton Road
San Antonio, Texas 78258
Telephone: (210) 538-5385
Facsimile: (210) 538-5384
Email Address: jadelstein@slh-law.com

E. **Governing Law; Venue.** The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement, without regard to conflicts principles. Exclusive venue for this Agreement will be in Harris County, Texas.

F. **Integration; Modification; Waiver.** This Agreement constitutes the complete and final expression of the agreement of the parties relating to the Property, and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the Property. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the party against whom enforcement of the modification or waiver is sought.

G. **Counterpart Execution.** This Agreement may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually signed originals shall have the same effect as manually signed originals and shall be binding on the undersigned parties.

H. **Headings; Construction.** The headings which have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Agreement and shall have no legal effect whatsoever. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder" and other similar compounds of the words "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. Seller and Purchaser acknowledge that each party and its counsel have taken the opportunity to review and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

I. **Time is of the Essence.** With respect to all provisions of this Agreement, time is of the essence. Unless otherwise indicated, all references to "days" in this Agreement shall mean calendar days. Notwithstanding the foregoing, if the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

J. Invalid Provisions. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

K. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser, and their respective successors and assigns. Upon Seller's prior written approval in Seller's sole and exclusive discretion (but not otherwise), Purchaser may assign its rights hereunder, and upon acceptance of any such assignment by the assignee and the assumption of Purchaser's obligations hereunder, Purchaser will be relieved of all duties, obligations and liability hereunder. Except for the foregoing in the case of an approved assignment by Purchaser, nothing in this Agreement is intended to confer on any third person or entity any rights or remedies under or by reason of this Agreement, with the parties hereto and their respective successors and assigns, being the sole and exclusive owners of any rights or remedies under or by reason of this Agreement.

L. Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Purchaser, Seller and Purchaser agree to perform or cause to be performed at Closing or after Closing any and all such further acts, instruments and assurances as may be reasonably necessary or desirable to fully consummate and effect the transactions contemplated hereby.

M. Exhibits. All references to Exhibits contained herein are references to Exhibits attached hereto, all of which are made a part hereof for all purposes the same as if set forth herein verbatim, it being expressly understood that if any Exhibit attached hereto which is to be executed and delivered at Closing contains blanks, the same shall be completed correctly and in accordance with the terms and provisions contained herein and as contemplated herein prior to or at the time of execution and delivery thereof.

N. Effective Date. The date of formation of this Agreement (herein called the "**Effective Date**") shall for all purposes be the date that the Title Company acknowledges receipt of this Agreement, fully executed by Seller and Purchaser, and the Earnest Money Deposit.

O. Waiver. The failure of a party hereto to insist upon strict performance of any of the terms set forth herein shall not be deemed a waiver of any rights or remedies that the party may have and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms contained herein by the same or any other party.

PURCHASER AND SELLER ACKNOWLEDGE AND AGREE THAT THE MAILING, DELIVERY OR NEGOTIATION OF THIS AGREEMENT BY EITHER PARTY OR ITS AGENTS OR ATTORNEYS SHALL NOT BE DEEMED AN OFFER BY EITHER PARTY TO ENTER INTO THIS TRANSACTION OR TO ENTER INTO ANY OTHER RELATIONSHIP, WHETHER ON THE TERMS CONTAINED HEREIN OR ON ANY OTHER TERMS. THIS AGREEMENT SHALL NOT BE BINDING UPON PURCHASER OR SELLER, NOR SHALL EITHER PARTY HAVE ANY OBLIGATIONS OR LIABILITIES NOR EITHER PARTY HAVE ANY RIGHTS WITH RESPECT HERETO, UNLESS AND UNTIL PURCHASER AND SELLER HAVE BOTH EXECUTED AND DELIVERED THIS AGREEMENT TO THE TITLE COMPANY.

NOTICE OF INDEMNIFICATION

PURCHASER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT CONTAINS CERTAIN INDEMNIFICATION OBLIGATIONS AND COVENANTS.

THIS EXECUTORY CONTRACT REPRESENTS THE FINAL AGREEMENT BETWEEN SELLER AND PURCHASER AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS,

OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES

(Signature Page to Follow)

5/8/2020

EXECUTED on the ____ day of May, 2020.

SELLER:

LIFE TABERNACLE OF HOUSTON, INC., a Texas non-profit corporation

By: James L Kilgore II
Printed Name: JAMES L KILGORE II
Title: PRESIDENT

PURCHASER:

INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC., d/b/a International Leadership of Texas, a Texas non-profit corporation and open-enrollment public charter school

DocuSigned by:
Edward G. Conger
By: 3390E738E7BF48E...
Printed Name: Edward G. Conger
Title: Superintendent-CEO

RECEIPT OF EARNEST MONEY DEPOSIT AND AGREEMENT BY TITLE COMPANY

Old Republic National Title Insurance Company hereby acknowledges the receipt of the following:

- (i) one fully signed and executed copy of this Agreement; and
- (ii) the Earnest Money Deposit in the amount of \$50,000.00.

Upon its receipt of the Earnest Money Deposit, the Title Company hereby agrees to hold the Earnest Money Deposit and all other deposits made under the terms of the Agreement as contemplated by this Agreement and to dispose of it in strict accordance with the terms and provisions of this Agreement.

Old Republic National Title Insurance Company

By: _____

Name: _____

Title: _____

May _____, 2020 (the "**Effective Date**")

EXHIBIT A

LEGAL DESCRIPTION

DESCRIPTION OF A TRACT OF LAND CONTAINING
20.0426 ACRES (873,056 SQUARE FEET) SITUATED
IN THE JOHN ROBINSON SURVEY, ABSTRACT 680
HARRIS COUNTY, TEXAS

Being a tract of land containing 20.0426 acres (873,056 square feet), situated in the John Robinson Survey, Abstract 680, Harris County, Texas, being out of Unrestricted Reserve "A" of Replat of Windmill Lakes, Section 1, a subdivision recorded in Volume 313, Page 122 of the Map Records of Harris County, Texas, being all of a tract of land conveyed unto Life Tabernacle of Houston Inc., by deeds recorded under County Clerk's File Nos. R519315 and T485291 of the Official Public Records of Harris County, Texas. Said 20.0426-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8 inch iron rod in the south right-of-way line of Almeda-Genoa Road (100 feet wide), for the northwest corner of a tract of land conveyed unto Allied Bank Gulf Freeway, by deed recorded under County Clerk's File No. L070631 of the Official Public Records of Harris County, Texas and for the most northerly northeast corner of said tract herein described;

THENCE South 04°16'15" East, a distance of 182.00 feet to a found 5/8 inch iron rod for the southwest corner of said Allied Bank Gulf Freeway tract and for an interior angle of said tract herein described;

THENCE North 85°43'45" East, a distance of 275.00 feet to a found 5/8 inch iron rod for the southeast corner of said Allied Bank Gulf Freeway tract, in the west right-of-way line of Minnesota Road (60 feet wide) and for the northeast corner of said tract herein described;

THENCE South 04°16'15" East, along the west right-of-way line of said Minnesota Road, a distance of 1,413.01 feet to a found 5/8 inch iron rod in the west right-of-way line of said Minnesota Road and for the most northerly southeast corner of said tract herein described;

THENCE South 40°43'46" West, a distance of 14.14 feet to a found 5/8 inch iron rod in the north right-of-way line of Windwater Drive (60 feet wide) and for the southeast corner of said tract herein described;

THENCE South 85°43'46" West, along the north right-of-way line of said Windwater Drive, a distance of 57.47 feet to a found 5/8 inch iron rod in the north right-of-way line of said Windwater Drive and the beginning of a curve to the left;

THENCE continuing along the north right-of-way line of said Windwater Drive and curve to the left, having a radius of 630.00 feet, an arc length of 172.24 feet, a chord bearing of South 77°53'50" West, and chord length of 171.70 feet to a found 5/8 inch iron rod in the north right-of-way line of said Windwater Drive and the point of tangency for said tract herein described;

THENCE South 70°03'55" West, along the north right-of-way line of said Windwater Drive, a distance of 164.70 feet to a found 5/8 inch iron rod and the beginning of a curve to the right;

THENCE continuing along the north right-of-way line of said Windwater Drive and curve to the right, having a radius of 320.00 feet, an arc length of 140.51 feet, a chord bearing of South 82°38'39" West, and chord length of 139.38 feet to a set 1/2 inch iron rod with cap marked "Survey 1" in the north right-of-way line of said Windwater Drive and for the most southerly southwest corner of said tract herein described;

THENCE North 39°38'03" West, a distance of 14.26 feet to a set 1/2 inch iron rod with cap marked "Survey 1" in the east right-of-way line of Windmill Lakes Boulevard (width varies), for the southwest corner of said tract herein described and beginning of a curve to the left;

THENCE continuing along the east right-of-way line of said Windmill Lakes Boulevard, having a radius of 762.49 feet, an arc length of 10.41 feet, a chord bearing of North 04°04'21" East, and chord length of 10.41 feet to a set 1/2 inch iron rod with cap marked "Survey 1" and the beginning of a curve to the left;

THENCE continuing along the east right-of-way line of said Windmill Lakes Boulevard, having a radius of 1,245.00 feet, an arc length of 173.52 feet, a chord bearing of North 00°16'41" West, and chord length of 173.38 feet to a set 1/2 inch iron rod with cap marked "Survey 1";

THENCE North 04°16'15" West, along the east right-of-way line of said Windmill Lakes Boulevard, a distance of 404.16 feet to a set 1/2 inch iron rod with cap marked "Survey 1" and the beginning of a curve to the left;

THENCE continuing along the east right-of-way line of said Windmill Lakes Boulevard, having a radius of 511.00 feet, an arc length of 44.15 feet, a chord bearing of North 06°44'45" West, and chord length of 44.14 feet to a set 1/2 inch iron rod with cap marked "Survey 1";

THENCE North 09°13'16" West, along the east right-of-way line of said Windmill Lakes Boulevard, a distance of 228.60 feet to a set 1/2 inch iron rod with cap marked "Survey 1" and the beginning of a curve to the right;

THENCE continuing along the east right-of-way line of said Windmill Lakes Boulevard, having a radius of 500.00 feet, an arc length of 4.44 feet, a chord bearing of North 06°58'22" West, and chord length of 4.44 feet to a set 1/2 inch iron rod with cap marked "Survey 1" and the beginning of a curve to the left;

THENCE continuing along the east right-of-way line of said Windmill Lakes Boulevard, having a radius of 2,330.00 feet, an arc length of 185.39 feet, a chord bearing of North 10°59'29" West, and chord length of 185.34 feet to a set 1/2 inch iron rod with cap marked "Survey 1";

THENCE North 13°16'15" West, along the east right-of-way line of said Windmill Lakes Boulevard, a distance of 150.69 feet to a set 1/2 inch iron rod with cap marked "Survey 1" and the beginning of a curve to the right;

THENCE continuing along the east right-of-way line of said Windmill Lakes Boulevard, having a radius of 2,270.00 feet, an arc length of 115.66 feet, a chord bearing of North 11°48'40" West, and chord length of 115.65 feet to a set 1/2 inch iron rod with cap marked "Survey 1" and the beginning of a curve to the right;

THENCE continuing along the east right-of-way line of said Windmill Lakes Boulevard, having a radius of 859.00 feet, an arc length of 115.66 feet, a chord bearing of North 11°48'40" West, and chord length of 115.65 feet to a set 1/2 inch iron rod with cap marked "Survey 1" and the beginning of a curve to the left;

THENCE continuing along the east right-of-way line of said Windmill Lakes Boulevard, having a radius of 790.00 feet, an arc length of 76.49 feet, a chord bearing of North 01°45'19" West, and chord length of 76.46 feet to a set 1/2 inch iron rod with cap marked "Survey 1";

THENCE North 04°31'45" West, along the east right-of-way line of said Windmill Lakes Boulevard, a distance of 90.00 feet to a set 1/2 inch iron rod with cap marked "Survey 1" in the east right-of-way line of said Windmill Lakes Boulevard and for the most southerly northwest corner of said tract herein described;

THENCE North 40°28'15" East, a distance of 14.14 feet to a set 1/2 inch iron rod with cap marked "Survey 1" in the south right-of-way line of said Alameda-Genoa Road and for the northwest corner of said tract herein described;

THENCE North 85°28'15" East, along the south right-of-way line of said Alameda-Genoa Road, a distance of 89.92 feet to a set 1/2 inch iron rod with cap marked "Survey 1" and the beginning of a curve to the left;

THENCE continuing along the south right-of-way line of said Alameda-Genoa Road, having a radius of 2,050.00 feet, an arc length of 144.99 feet, a chord bearing of North 83°26'41" East, and chord length of 144.96 feet to a found 5/8 inch iron rod and the beginning of a curve to the right;

THENCE continuing along the south right-of-way line of said Alameda-Genoa Road, having a radius of 1,950.00 feet, an arc length of 91.08 feet, a chord bearing of North 82°45'24" East, and chord length of 91.07 feet to the POINT OF BEGINNING and containing 20.0426 acres (873,056 square feet), more or less.

EXHIBIT B

FORM OF 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.

SPECIAL WARRANTY DEED

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

Effective Date: _____, 2020

Grantor: **LIFE TABERNACLE OF HOUSTON, INC.**, a Texas non-profit corporation

Grantee: **INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC. d/b/a International Leadership of Texas**, a Texas non-profit corporation and open-enrollment public charter school

Grantee's Address: 3301 North Shiloh Road, Garland, Texas 75054

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged and confessed.

Property: That certain real property, located at 9901 Windmill Lakes Boulevard, Houston, Harris County, Texas 77075, and being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Land**"), together with all and singular the estate, interests, reversions, remainders, licenses, contracts, permits, rights, benefits, privileges, easements, tenements, entitlements, hereditaments, privileges and appurtenances thereon or in anywise appertaining thereto (whether surface, subsurface or otherwise), together with all improvements situated thereon and any right, title and interest of Seller, if any, in and to all of the personal property located thereupon, and adjacent streets, alleys and rights-of-way (along with the Land, all of the foregoing being referred to collectively herein as the "**Property**").

Grantor, for the Consideration, hereby GRANTS, TRANSFERS, AND CONVEYS the Property to Grantee TO HAVE AND TO HOLD, together with all and singular the rights and appurtenances thereto in anywise belonging to Grantor, unto Grantee and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's successors and assigns to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's 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.

The special warranty of title to the Property provided by Grantor herein is expressly made subject only to those encumbrances set forth on Exhibit B attached hereto and made a part hereof for all purposes, to the extent and only to the extent that the same are valid and subsisting and affect the Land (the "**Exceptions**").

IN CONNECTION WITH THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR IN THE PURCHASE AND SALE AGREEMENT BY AND BETWEEN GRANTOR AS SELLER AND GRANTEE

AS PURCHASER DATED _____, 2020 (THE "AGREEMENT"), EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THE AGREEMENT AND THE DOCUMENTS TO BE DELIVERED BY GRANTOR TO GRANTEE ON THE DATE HEREOF, GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES OR USES WHICH GRANTEE MAY CONDUCT OR WISH TO CONDUCT THEREON, COMPLIANCE BY THE PROPERTY WITH ANY LAWS, RULES, ORDERS, STATUTES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY, OR HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND SPECIFICALLY, GRANTOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE HAZARDOUS WASTE, AS DEFINED BY THE LAWS OF THE STATE OF TEXAS AND ANY REGULATIONS ADOPTED PURSUANT THERETO OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OF ANY HAZARDOUS WASTE OR ANY OTHER HAZARDOUS OR TOXIC SUBSTANCES IN OR ON THE PROPERTY. GRANTEE HEREBY ACCEPTS THE PROPERTY WITH THE PROPERTY BEING IN ITS PRESENT AS IS, WHERE IS, WITH ALL FAULTS CONDITION. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS EXPERIENCED IN THE OWNERSHIP AND OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT GRANTEE HAS (OR GRANTEE'S AGENTS HAVE) INSPECTED, ASSESSED, TESTED, EXAMINED, AND STUDIED THE PROPERTY (COLLECTIVELY, THE "TESTS") TO GRANTEE'S SATISFACTION AND GRANTEE IS QUALIFIED TO MAKE OR CAUSE SUCH TESTS AND ANALYZE THE RESULTS THEREOF. GRANTEE ACKNOWLEDGES THAT IT IS RELYING FULLY ON GRANTEE'S (OR GRANTEE'S AGENTS') TESTS OF THE PROPERTY AND NOT UPON ANY STATEMENT (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE (OR PURPORTEDLY MADE) BY GRANTOR OR ANY OF ITS AGENTS OR REPRESENTATIVES. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS (OR GRANTEE'S AGENTS HAVE) THOROUGHLY TESTED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY), AND GRANTEE ACKNOWLEDGES THAT, GRANTEE IS RELYING SOLELY UPON ITS OWN (OR ITS AGENTS') TESTS OF THE PROPERTY. EXCEPT AS EXPRESSLY SET FORTH IN IN THE AGREEMENT AND THE DOCUMENTS TO BE DELIVERED BY GRANTOR TO GRANTEE ON THE DATE HEREOF, GRANTEE HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES, AND COSTS (AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY LOST PROFIT, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES) WHICH ARISE OR OCCUR FROM AND AFTER THE DATE HEREOF RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY. EXCEPT FOR ANY EXPRESS REPRESENTATION OR WARRANTY SET FORTH IN THE AGREEMENT AND THE DOCUMENTS TO BE DELIVERED BY GRANTOR TO GRANTEE ON THE DATE HEREOF, GRANTEE ACKNOWLEDGES THAT ANY CONDITION OF THE PROPERTY WHICH GRANTEE DISCOVERS OR DESIRES TO CORRECT OR IMPROVE AFTER THE DATE HEREOF SHALL BE AT GRANTEE'S SOLE COST AND EXPENSE.

(Signature and Acknowledgment to Follow)

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor to be effective as of the _____ day of _____, 2020.

GRANTOR:

LIFE TABERNACLE OF HOUSTON, INC., a Texas non-profit corporation

Proforma – Do Not Sign

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2020, by _____, as _____ of LIFE TABERNACLE OF HOUSTON, INC., a Texas non-profit corporation, on behalf of said corporation.

Notary Public, in and for the State of Texas

Exhibit A to Special Warranty Deed

Legal Description

DESCRIPTION OF A TRACT OF LAND CONTAINING
20.0426 ACRES (873,056 SQUARE FEET) SITUATED
IN THE JOHN ROBINSON SURVEY, ABSTRACT 680
HARRIS COUNTY, TEXAS

Being a tract of land containing 20.0426 acres (873,056 square feet), situated in the John Robinson Survey, Abstract 680, Harris County, Texas, being out of Unrestricted Reserve "A" of Replat of Windmill Lakes, Section 1, a subdivision recorded in Volume 313, Page 122 of the Map Records of Harris County, Texas, being all of a tract of land conveyed unto Life Tabernacle of Houston Inc., by deeds recorded under County Clerk's File Nos. R519315 and T485291 of the Official Public Records of Harris County, Texas. Said 20.0426-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8 inch iron rod in the south right-of-way line of Almeda-Genoa Road (100 feet wide), for the northwest corner of a tract of land conveyed unto Allied Bank Gulf Freeway, by deed recorded under County Clerk's File No. L070631 of the Official Public Records of Harris County, Texas and for the most northerly northeast corner of said tract herein described;

THENCE South 04°16'15" East, a distance of 182.00 feet to a found 5/8 inch iron rod for the southwest corner of said Allied Bank Gulf Freeway tract and for an interior angle of said tract herein described;

THENCE North 85°43'45" East, a distance of 275.00 feet to a found 5/8 inch iron rod for the southeast corner of said Allied Bank Gulf Freeway tract, in the west right-of-way line of Minnesota Road (60 feet wide) and for the northeast corner of said tract herein described;

THENCE South 04°16'15" East, along the west right-of-way line of said Minnesota Road, a distance of 1,413.01 feet to a found 5/8 inch iron rod in the west right-of-way line of said Minnesota Road and for the most northerly southeast corner of said tract herein described;

THENCE South 40°43'46" West, a distance of 14.14 feet to a found 5/8 inch iron rod in the north right-of-way line of Windwater Drive (60 feet wide) and for the southeast corner of said tract herein described;

THENCE South 85°43'46" West, along the north right-of-way line of said Windwater Drive, a distance of 57.47 feet to a found 5/8 inch iron rod in the north right-of-way line of said Windwater Drive and the beginning of a curve to the left;

THENCE continuing along the north right-of-way line of said Windwater Drive and curve to the left, having a radius of 630.00 feet, an arc length of 172.24 feet, a chord bearing of South 77°53'50" West, and chord length of 171.70 feet to a found 5/8 inch iron rod in the north right-of-way line of said Windwater Drive and the point of tangency for said tract herein described;

THENCE South 70°03'55" West, along the north right-of-way line of said Windwater Drive, a distance of 164.70 feet to a found 5/8 inch iron rod and the beginning of a curve to the right;

THENCE continuing along the north right-of-way line of said Windwater Drive and curve to the right, having a radius of 320.00 feet, an arc length of 140.51 feet, a chord bearing of South 82°38'39" West, and chord length of 139.38 feet to a set 1/2 inch iron rod with cap marked "Survey 1" in the north right-of-way line of said Windwater Drive and for the most southerly southwest corner of said tract herein described;

THENCE North 39°38'03" West, a distance of 14.26 feet to a set 1/2 inch iron rod with cap marked "Survey 1" in the east right-of-way line of Windmill Lakes Boulevard (width varies), for the southwest corner of said tract herein described and beginning of a curve to the left;

THENCE continuing along the east right-of-way line of said Windmill Lakes Boulevard, having a radius of 762.49 feet, an arc length of 10.41 feet, a chord bearing of North 04°04'21" East, and chord length of 10.41 feet to a set 1/2 inch iron rod with cap marked "Survey 1" and the beginning of a curve to the left;

THENCE continuing along the east right-of-way line of said Windmill Lakes Boulevard, having a radius of 1,245.00 feet, an arc length of 173.52 feet, a chord bearing of North 00°16'41" West, and chord length of 173.38 feet to a set 1/2 inch iron rod with cap marked "Survey 1";

THENCE North 04°16'15" West, along the east right-of-way line of said Windmill Lakes Boulevard, a distance of 404.16 feet to a set 1/2 inch iron rod with cap marked "Survey 1" and the beginning of a curve to the left;

THENCE continuing along the east right-of-way line of said Windmill Lakes Boulevard, having a radius of 511.00 feet, an arc length of 44.15 feet, a chord bearing of North 06°44'45" West, and chord length of 44.14 feet to a set 1/2 inch iron rod with cap marked "Survey 1";

THENCE North 09°13'16" West, along the east right-of-way line of said Windmill Lakes Boulevard, a distance of 228.60 feet to a set 1/2 inch iron rod with cap marked "Survey 1" and the beginning of a curve to the right;

THENCE continuing along the east right-of-way line of said Windmill Lakes Boulevard, having a radius of 500.00 feet, an arc length of 4.44 feet, a chord bearing of North 06°58'22" West, and chord length of 4.44 feet to a set 1/2 inch iron rod with cap marked "Survey 1" and the beginning of a curve to the left;

THENCE continuing along the east right-of-way line of said Windmill Lakes Boulevard, having a radius of 2,330.00 feet, an arc length of 185.39 feet, a chord bearing of North 10°59'29" West, and chord length of 185.34 feet to a set 1/2 inch iron rod with cap marked "Survey 1";

THENCE North 13°16'15" West, along the east right-of-way line of said Windmill Lakes Boulevard, a distance of 150.69 feet to a set 1/2 inch iron rod with cap marked "Survey 1" and the beginning of a curve to the right;

THENCE continuing along the east right-of-way line of said Windmill Lakes Boulevard, having a radius of 2,270.00 feet, an arc length of 115.66 feet, a chord bearing of North 11°48'40" West, and chord length of 115.65 feet to a set 1/2 inch iron rod with cap marked "Survey 1" and the beginning of a curve to the right;

THENCE continuing along the east right-of-way line of said Windmill Lakes Boulevard, having a radius of 859.00 feet, an arc length of 115.66 feet, a chord bearing of North 11°48'40" West, and chord length of 115.65 feet to a set 1/2 inch iron rod with cap marked "Survey 1" and the beginning of a curve to the left;

THENCE continuing along the east right-of-way line of said Windmill Lakes Boulevard, having a radius of 790.00 feet, an arc length of 76.49 feet, a chord bearing of North 01°45'19" West, and chord length of 76.46 feet to a set 1/2 inch iron rod with cap marked "Survey 1";

THENCE North 04°31'45" West, along the east right-of-way line of said Windmill Lakes Boulevard, a distance of 90.00 feet to a set 1/2 inch iron rod with cap marked "Survey 1" in the east right-of-way line of said Windmill Lakes Boulevard and for the most southerly northwest corner of said tract herein described;

THENCE North 40°28'15" East, a distance of 14.14 feet to a set 1/2 inch iron rod with cap marked "Survey 1" in the south right-of-way line of said Alameda-Genoa Road and for the northwest corner of said tract herein described;

THENCE North 85°28'15" East, along the south right-of-way line of said Alameda-Genoa Road, a distance of 89.92 feet to a set 1/2 inch iron rod with cap marked "Survey 1" and the beginning of a curve to the left;

THENCE continuing along the south right-of-way line of said Alameda-Genoa Road, having a radius of 2,050.00 feet, an arc length of 144.99 feet, a chord bearing of North 83°26'41" East, and chord length of 144.96 feet to a found 5/8 inch iron rod and the beginning of a curve to the right;

THENCE continuing along the south right-of-way line of said Alameda-Genoa Road, having a radius of 1,950.00 feet, an arc length of 91.08 feet, a chord bearing of North 82°45'24" East, and chord length of 91.07 feet to the POINT OF BEGINNING and containing 20.0426 acres (873,056 square feet), more or less.

Exhibit B to Special Warranty Deed

Exceptions

(To be provided)

EXHIBIT C

FORM OF ASSIGNMENT

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (this "**Assignment**") dated effective as of _____, 2020, by and between **LIFE TABERNACLE OF HOUSTON, INC.**, a Texas non-profit corporation ("**Assignor**"), and **INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC. d/b/a International Leadership of Texas**, a Texas non-profit corporation and open-enrollment public charter school ("**Assignee**").

WHEREAS, the Assignor is concurrently herewith conveying to Assignee certain real property located at 9901 Windmill Lakes Boulevard, Houston, Texas 77075 and more particularly described in Exhibit A attached hereto and incorporated for all purposes herein (the "**Land**"), together with all buildings, fixtures and improvements situated thereon (the "**Improvements**"), with the Land and the Improvements being collectively referred to herein as the "**Property**";

WHEREAS, Assignor desires to assign, transfer, set over and deliver to Assignee all of Assignor's right, title and interest in and to the Assigned Properties (as hereinafter defined) associated with the Property as hereinafter provided; and

NOW, THEREFORE, in accordance with the Agreement and in consideration of the sum of Ten Dollars (\$10.00), the sufficiency and receipt of which are hereby acknowledged, the parties do hereby covenant and agree as follows and take the following actions:

1. Assignor does hereby SELL, ASSIGN, TRANSFER, CONVEY, SET OVER and DELIVER unto Assignee the following (collectively, the "**Assigned Properties**"):

A. any and all contracts and agreements of any kind for the management, repair, maintenance or operation of the Property in effect as of the date of this Assignment and further described in Exhibit B attached hereto and incorporated for all purposes herein (collectively "**Contracts**"), including any and all refundable security deposits (and required interest thereon, if any) with respect to the Contracts as of the date of this Assignment (collectively, "**Deposits**");

B. all tangible personal property located on, attached to, and in connection with, the ownership, operation or maintenance of the Property, including, but not limited to, all of the following items, whether located upon the Property at the time of Assignor's transfer of the Property to Assignee or in possession of Assignor, warehousemen, bailees or any other person or entity: all inventory, supplies, furniture, fixtures, equipment, machinery, tools, appliances, furnishings, parts, accessories; satellite equipment, security equipment (including any security cameras), keys, locks and alarm codes; telephone equipment, computer hardware and software, data on hard drives regarding the Property; air conditioning, heating and ventilating systems, all other mechanical systems; all carpeting and floor coverings, drapes, blinds, shades and other window coverings; and all other tangible personal property of every kind and character and all accessories and additions thereto, together with any substitutions or replacements thereof (collectively, the "**Personalty**"); provided, however, the Personalty will not include the items listed in Exhibit C attached hereto and incorporated for all purposes herein;

C. (i) all assignable warranties and guaranties (express or implied) pertaining to the Property; (ii) to the extent assignable, all licenses, permits, authorizations, certificates of occupancy, approvals, and/or similar documents relating to the Property that are in effect as of the date of this Assignment, including, without limitation, governmental approvals, building permits, and all water and wastewater taps, service or utility rights with respect to the Property; and (iii) all plans, drawings, specifications, studies, surveys, reports, and other technical descriptions relating to the

Property (collectively, the "**Miscellaneous Documents**");

D. all intangible rights that relate to the ownership, use, leasing, maintenance, service or operation of the Property, including, without limitation, any and all goodwill, websites, domains, social media, designs, architectural or engineering plans and specifications, drawings, surveys, reports, technical descriptions, operating or maintenance manuals, development rights, and/or any other intangible rights or property with respect to the Property and/or the other items comprising the Assigned Properties (collectively, "**General Intangibles**");

E. any and all utility deposits held on behalf of Seller by utility companies with respect to the Property (collectively, "**Utility Deposits**"); and

F. any and all other transferable rights, privileges and appurtenances belonging in or in any way pertaining to any of the items comprising the Assigned Properties (as defined hereinbelow), including, but not limited to, Assignee being entitled to the rights and benefits of all claims Assignor may have with respect to any of the items comprising the Assigned Properties arising out of events occurring prior to the transfer of the Assigned Properties or to Assignee, with Assignor assigning any and all of its rights to such claims to Assignee and agreeing to fully cooperate with Assignee in the prosecution of such claims (collectively, the "**Transferable Rights**").

2. Intentionally Omitted.

3. Assignor does hereby sell, assign, transfer, convey and set over unto Assignee the Assigned Properties, together with all and singular the rights, title, interests and appurtenances thereto in anywise belonging, to have and hold same unto Assignee and Assignee's successors and assigns forever. Assignor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND the title to the Assigned Properties unto Assignee and its successors and assigns forever, against all persons claiming the same or any part thereof by, through or under Assignor but not otherwise.

4. Assignor hereby (i) expressly acknowledges its obligation and liability for the performance of any and all of the obligations it has under the Assigned Properties in respect of the time period prior to and up through the date hereof and (ii) agrees to exonerate, release, waive, acquit, discharge, protect, indemnify, defend and hold Assignee harmless from and against any and all claims, actions, demands, liabilities, suits, causes of action, damages, costs or expenses (including, without limitation, reasonable attorneys' fees and disbursements) relating to the obligations of Assignor under the Assigned Properties in respect of the time period prior to and up through the date hereof. Assignee hereby accepts the foregoing assignment of the Assigned Properties. Assignee hereby (i) expressly acknowledges its obligation and liability for the performance of any and all of the obligations it has under the Assigned Properties in respect of the time from and after the date hereof and (ii) and to the extent allowed by law, agrees to exonerate, release, waive, acquit, discharge, protect, indemnify, defend and hold Assignor harmless from and against any and all claims, actions, demands, liabilities, suits, causes of action, damages, costs or expenses (including, without limitation, reasonable attorneys' fees and disbursements) relating to the obligations of Assignee under the Assigned Properties in respect of the time period from and after the date hereof.

5. The Assigned Properties are transferred by Assignor and accepted by Assignee in their "AS-IS, WHERE-IS, WITH ALL FAULTS" condition and ALL WARRANTIES (WHETHER EXPRESS OR IMPLIED) OF QUALITY, FITNESS AND MERCHANTABILITY ARE HEREBY EXPRESSLY EXCLUDED.

6. This Assignment shall be (a) binding upon, and inure to the benefit of, the parties to this Assignment and their respective heirs, legal representatives, successors and assigns, and (b) construed in accordance with the laws of the jurisdiction in which the Property is located, without regard to the application of choice of law principles.

7. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

(Signatures on the Following Page)

IN WITNESS whereof, this Assignment has been signed, sealed and delivered by the parties to be effective as of the date first above written.

ASSIGNOR:

LIFE TABERNACLE OF HOUSTON, INC., a Texas non-profit corporation

Proforma – Do Not Sign

By: _____

Printed Name: _____

Title: _____

ASSIGNEE:

INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC. d/b/a International Leadership of Texas, a Texas non-profit corporation and open-enrollment public charter school

Proforma – Do Not Sign

By: _____

Printed Name: _____

Title: _____

Exhibit A to Bill of Sale and Assignment

Legal Description

DESCRIPTION OF A TRACT OF LAND CONTAINING
20.0426 ACRES (873,056 SQUARE FEET) SITUATED
IN THE JOHN ROBINSON SURVEY, ABSTRACT 680
HARRIS COUNTY, TEXAS

Being a tract of land containing 20.0426 acres (873,056 square feet), situated in the John Robinson Survey, Abstract 680, Harris County, Texas, being out of Unrestricted Reserve "A" of Replat of Windmill Lakes, Section 1, a subdivision recorded in Volume 313, Page 122 of the Map Records of Harris County, Texas, being all of a tract of land conveyed unto Life Tabernacle of Houston Inc., by deeds recorded under County Clerk's File Nos. R519315 and T485291 of the Official Public Records of Harris County, Texas. Said 20.0426-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8 inch iron rod in the south right-of-way line of Almeda-Genoa Road (100 feet wide), for the northwest corner of a tract of land conveyed unto Allied Bank Gulf Freeway, by deed recorded under County Clerk's File No. L070631 of the Official Public Records of Harris County, Texas and for the most northerly northeast corner of said tract herein described;

THENCE South 04°16'15" East, a distance of 182.00 feet to a found 5/8 inch iron rod for the southwest corner of said Allied Bank Gulf Freeway tract and for an interior angle of said tract herein described;

THENCE North 85°43'45" East, a distance of 275.00 feet to a found 5/8 inch iron rod for the southeast corner of said Allied Bank Gulf Freeway tract, in the west right-of-way line of Minnesota Road (60 feet wide) and for the northeast corner of said tract herein described;

THENCE South 04°16'15" East, along the west right-of-way line of said Minnesota Road, a distance of 1,413.01 feet to a found 5/8 inch iron rod in the west right-of-way line of said Minnesota Road and for the most northerly southeast corner of said tract herein described;

THENCE South 40°43'46" West, a distance of 14.14 feet to a found 5/8 inch iron rod in the north right-of-way line of Windwater Drive (60 feet wide) and for the southeast corner of said tract herein described;

THENCE South 85°43'46" West, along the north right-of-way line of said Windwater Drive, a distance of 57.47 feet to a found 5/8 inch iron rod in the north right-of-way line of said Windwater Drive and the beginning of a curve to the left;

THENCE continuing along the north right-of-way line of said Windwater Drive and curve to the left, having a radius of 630.00 feet, an arc length of 172.24 feet, a chord bearing of South 77°53'50" West, and chord length of 171.70 feet to a found 5/8 inch iron rod in the north right-of-way line of said Windwater Drive and the point of tangency for said tract herein described;

THENCE South 70°03'55" West, along the north right-of-way line of said Windwater Drive, a distance of 164.70 feet to a found 5/8 inch iron rod and the beginning of a curve to the right;

THENCE continuing along the north right-of-way line of said Windwater Drive and curve to the right, having a radius of 320.00 feet, an arc length of 140.51 feet, a chord bearing of South 82°38'39" West, and chord length of 139.38 feet to a set 1/2 inch iron rod with cap marked "Survey 1" in the north right-of-way line of said Windwater Drive and for the most southerly southwest corner of said tract herein described;

THENCE North 39°38'03" West, a distance of 14.26 feet to a set 1/2 inch iron rod with cap marked "Survey 1" in the east right-of-way line of Windmill Lakes Boulevard (width varies), for the southwest corner of said tract herein described and beginning of a curve to the left;

THENCE continuing along the east right-of-way line of said Windmill Lakes Boulevard, having a radius of 762.49 feet, an arc length of 10.41 feet, a chord bearing of North 04°04'21" East, and chord length of 10.41 feet to a set 1/2 inch iron rod with cap marked "Survey 1" and the beginning of a curve to the left;

THENCE continuing along the east right-of-way line of said Windmill Lakes Boulevard, having a radius of 1,245.00 feet, an arc length of 173.52 feet, a chord bearing of North 00°16'41" West, and chord length of 173.38 feet to a set 1/2 inch iron rod with cap marked "Survey 1";

THENCE North 04°16'15" West, along the east right-of-way line of said Windmill Lakes Boulevard, a distance of 404.16 feet to a set 1/2 inch iron rod with cap marked "Survey 1" and the beginning of a curve to the left;

THENCE continuing along the east right-of-way line of said Windmill Lakes Boulevard, having a radius of 511.00 feet, an arc length of 44.15 feet, a chord bearing of North 06°44'45" West, and chord length of 44.14 feet to a set 1/2 inch iron rod with cap marked "Survey 1";

THENCE North 09°13'16" West, along the east right-of-way line of said Windmill Lakes Boulevard, a distance of 228.60 feet to a set 1/2 inch iron rod with cap marked "Survey 1" and the beginning of a curve to the right;

THENCE continuing along the east right-of-way line of said Windmill Lakes Boulevard, having a radius of 500.00 feet, an arc length of 4.44 feet, a chord bearing of North 06°58'22" West, and chord length of 4.44 feet to a set 1/2 inch iron rod with cap marked "Survey 1" and the beginning of a curve to the left;

THENCE continuing along the east right-of-way line of said Windmill Lakes Boulevard, having a radius of 2,330.00 feet, an arc length of 185.39 feet, a chord bearing of North 10°59'29" West, and chord length of 185.34 feet to a set 1/2 inch iron rod with cap marked "Survey 1";

THENCE North 13°16'15" West, along the east right-of-way line of said Windmill Lakes Boulevard, a distance of 150.69 feet to a set 1/2 inch iron rod with cap marked "Survey 1" and the beginning of a curve to the right;

THENCE continuing along the east right-of-way line of said Windmill Lakes Boulevard, having a radius of 2,270.00 feet, an arc length of 115.66 feet, a chord bearing of North 11°48'40" West, and chord length of 115.65 feet to a set 1/2 inch iron rod with cap marked "Survey 1" and the beginning of a curve to the right;

THENCE continuing along the east right-of-way line of said Windmill Lakes Boulevard, having a radius of 859.00 feet, an arc length of 115.66 feet, a chord bearing of North 11°48'40" West, and chord length of 115.65 feet to a set 1/2 inch iron rod with cap marked "Survey 1" and the beginning of a curve to the left;

THENCE continuing along the east right-of-way line of said Windmill Lakes Boulevard, having a radius of 790.00 feet, an arc length of 76.49 feet, a chord bearing of North 01°45'19" West, and chord length of 76.46 feet to a set 1/2 inch iron rod with cap marked "Survey 1";

THENCE North 04°31'45" West, along the east right-of-way line of said Windmill Lakes Boulevard, a distance of 90.00 feet to a set 1/2 inch iron rod with cap marked "Survey 1" in the east right-of-way line of said Windmill Lakes Boulevard and for the most southerly northwest corner of said tract herein described;

THENCE North 40°28'15" East, a distance of 14.14 feet to a set 1/2 inch iron rod with cap marked "Survey 1" in the south right-of-way line of said Alameda-Genoa Road and for the northwest corner of said tract herein described;

THENCE North 85°28'15" East, along the south right-of-way line of said Alameda-Genoa Road, a distance of 89.92 feet to a set 1/2 inch iron rod with cap marked "Survey 1" and the beginning of a curve to the left;

THENCE continuing along the south right-of-way line of said Alameda-Genoa Road, having a radius of 2,050.00 feet, an arc length of 144.99 feet, a chord bearing of North 83°26'41" East, and chord length of 144.96 feet to a found 5/8 inch iron rod and the beginning of a curve to the right;

THENCE continuing along the south right-of-way line of said Alameda-Genoa Road, having a radius of 1,950.00 feet, an arc length of 91.08 feet, a chord bearing of North 82°45'24" East, and chord length of 91.07 feet to the POINT OF BEGINNING and containing 20.0426 acres (873,056 square feet), more or less.

Exhibit B to Bill of Sale and Assignment

Contracts

(See Attached)

Exhibit C to Bill of Sale and Assignment

Items Not Included in the Personalty

EXHIBIT D

INTENTIONALLY OMITTED

EXHIBIT E

LEASE

This Lease (this "**Lease**") is entered into by and between **INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC., d/b/a International Leadership of Texas**, a Texas non-profit corporation and open-enrollment public charter school ("**Landlord**"), and **LIFE TABERNACLE OF HOUSTON, INC.**, a Texas non-profit corporation ("**Tenant**") on 3/8/2020, 2020 (the "**Effective Date**"). In consideration for the mutual promises contained herein, the parties hereby agree as follows:

- 1. Premises and Facility.** On even date herewith, Tenant sold and conveyed to Landlord, and Landlord purchased from Tenant, that certain real property and improvements located thereon, at 9901 Windmill Lakes Boulevard, Houston, Texas 77075 (the "**Premises**"). Subject to and upon the terms, provisions, and conditions hereinafter set forth and in consideration of the duties, covenants, and obligations of the parties hereto, Landlord does hereby lease, demise, and let to Tenant, and Tenant does hereby lease, take, and accept from Landlord those certain designated spaces of the Premises highlighted in the floorplan attached as Exhibit A hereto and incorporated herein for all purposes in accordance with the terms and conditions hereof. The portion of Exhibit A outlined in a solid orange line shall be the "**Church Facility**", and the portion of Exhibit A that is outlined in a red line shall be the "**Shared Facility**" (collectively, the Church Facility and the Shared Facility comprise the "**Facility**"). In addition, the Landlord leases to Tenant.
- 2. Permitted Uses.** Tenant's use of the Facility is limited to and shall be for the sole purpose of Tenant's church related activities, which are in compliance with Tenant's entity documents, during the Term (as defined hereinafter) (the "**Purpose**"). This Lease authorizes the use of the Facility solely for the Purpose, with such activities to be in compliance with applicable law at all times.
- 3. Prohibited Uses.** Tenant may not use the Facility for any other purpose other than the Purpose. Tenant shall not have access to portions of the Premises other than the Facility absent written agreement of the parties. Tenant shall not sell or allow the possession, use, or sale of beer, wine, or other alcoholic beverages, tobacco, or illegal drugs at the Facility, nor allow weapons to be brought onto or used thereon. No political activities (fundraising, campaigning, lobbying, elections, etc.) shall be conducted at the Facility. Tenant shall not use the Facility or any portion thereof in any manner that would cause Landlord to violate any applicable law or ordinance. Tenant shall use commercially reasonable efforts to safeguard Landlord's property and ensure that Tenant's agents, employees, volunteers, members, guests, or invitees do not gain improper access to or have unauthorized use of Landlord's property. Tenant shall not make any modifications, alterations, additions, or improvements to the Facility without Landlord's prior written consent, with such consent to be in Landlord's sole and absolute discretion.
- 4. Limitations on Use.** Tenant shall have exclusive use of the Church Facility and non-exclusive use of the Shared Facility, subject to the Security Protocol attached hereto as Exhibit C and incorporated herein for all purposes (the "**Security Protocol**"). Tenant's breach of the Security Protocol will be an Event of Default (as defined hereinafter). Tenant may use the Facility only on the days of the week and hours stated on Exhibit B attached hereto and incorporated for all purposes herein. All other use of the Facility must be coordinated with Landlord through a written request and Landlord's approval of such request, with such approval to be in Landlord's sole and absolute discretion. Landlord will provide Tenant with the dates on which the Premises will be closed for holidays. Notwithstanding the days and times listed, it is understood that Tenant may use the Facility only when Tenant's use of the Facility will not unreasonably interfere with Landlord's use of the Facility or that of any other person who is authorized to use the Facility by Landlord. Furthermore, if, in Landlord's sole and absolute discretion, Tenant's use of the Facility in any way jeopardizes (i) the safety or welfare of Landlord's students, invitees, or personnel or (ii) Landlord's charter for a public school during the Term of this Lease, then Landlord may revoke/terminate this Lease by providing written notice to Tenant of same, with such termination/revocation becoming effective

automatically one (1) day after the date of such written notice without any further action by Landlord, in which event neither party shall have any further rights or obligations hereunder except as expressly set forth herein.

5. **Rent Fee.** Tenant will pay as "**Monthly Rent**" (a) an amount equal to \$1,800.00 per month during the Church Facility Term (as defined hereinafter), and (b) an amount equal to \$2,178.00 per month during the Shared Facility Term (as defined hereinafter). If the Effective Date is a date other than the first day of a calendar month or this Lease expires or is terminated on a date other than the last day of a calendar month, there shall be proration of the amount of the Monthly Rent due for any such partial month. Monthly Rent shall be paid by Tenant to Landlord, in advance, on or before the first of each month. Landlord will invoice Tenant for the Services Fee (as defined hereinafter), any additional fees owed due to work performed or additional hours used as described herein, and all other charges, and such amounts will be due within fifteen (15) days of Landlord's invoice of said amounts.

6. **Services Fee.** Unless, at the end of each use, Tenant leaves the Shared Facility and all furniture, equipment, and other items therein in the same position and condition they were in prior to Tenant's use thereof, Tenant shall be charged a fee for operation, supervision, and set-up costs, including placing the Shared Facility in the configuration desired by Landlord after Tenant has left the Shared Facility at the end of such use, at the hourly rate of \$25.00 per hour per Landlord employee or contractor assigned to perform such services (the "**Services Fee**"). Landlord will invoice Tenant for any Services Fee or additional fees owed due to work performed, and such amounts will be due within fifteen (15) days of Landlord's invoice of said amounts.

7. **Term of Lease.** This Lease shall commence on the Effective Date and (a) as to the Church Facility, expire on the date which is twelve (12) months after the Effective Date (the "**Church Facility Term**"), and (b) as to the Shared Facility, expire on the date which is thirty-six (36) months after the Effective Date (the "**Shared Facility Term**" and the Church Facility Term and/or the Shared Facility Term, as applicable, the "**Term**"), unless sooner terminated in accordance with the terms and conditions hereof. At the expiration of the applicable Term, or the earlier termination of this Lease, Tenant shall surrender the Church Facility and/or the Shared Facility, as applicable, in good condition, reasonable wear and tear excepted, and shall remove all of Tenant's trade fixtures, furnishings, equipment, and other personal property. Tenant, in its sole and absolute discretion, may terminate this Lease at any time upon written notice thereof to Landlord without payment of any fee or other sum, in which event neither party shall have any further rights or obligations hereunder except as expressly set forth herein.

8. **Security Deposit.** On Tenant's execution of this Lease, Tenant will pay to Landlord a security deposit of \$4,000.00 (the "**Security Deposit**") as security for the payment of all amounts owed by Tenant hereunder and Tenant's performance and observance of this Lease. If Tenant defaults under this Lease, or defaults under any other agreement between Tenant and Landlord, then Landlord may, without prejudice to any other available remedy hereunder, apply the Security Deposit towards curing the default and compensating Landlord for loss or damage arising from the default. At the expiration of this Lease, if Tenant is not in default or otherwise liable to Landlord, then the Security Deposit shall be returned to Tenant within thirty (30) days after the expiration of this Lease.

9. **Utilities and Maintenance.** Landlord shall provide all maintenance and utilities (including electric, gas, water, and trash removal) for the Premises, including the Facility (except janitorial, security, Internet, and telephone services for the Church Facility, which Tenant shall provide at its sole cost and expense), at its sole cost and expense (the "**Operating Expenses**"); provided, however, Tenant, as an additional fee, shall pay (a) \$825.00 per month for the Church Facility during the Church Facility Term, and (b) \$1,850.00 per month for the Shared Facility for the Shared Facility Term, to be applied by Landlord towards its Operating Expenses (the "**Additional Fees**"). Landlord shall not be liable for any interruption or failure whatsoever in utility services except to the extent caused by the sole negligence, gross negligence, or willful misconduct of Landlord or Landlord's agents, employees, contractors, or subcontractors. Except as expressly set forth herein, Landlord shall keep and maintain the Premises, including the Facility, in good, clean, habitable, and safe working condition, all at Landlord's sole cost and expense, subject to Tenant's express obligations in this Lease as to the Facility.

10. **Responsibility for Special Clean-Up Costs.** Tenant is responsible for cleaning the Shared Facility used by Tenant after every use. Tenant agrees to keep the Shared Facility neat and clean after each use by Tenant, and to place trash in appropriate receptacles prior to leaving the Shared Facility at the end of each use. Tenant agrees to remove, clean, rearrange, and/or dismantle any items brought in, and leave the Shared Facility in broom clean, good working order upon completion of any of Tenant's activities and upon termination of this Lease. Failure of Tenant to comply with this requirement following any use of the Facility by Tenant shall permit Landlord to undertake, without further notice, cleanup procedures, and Tenant shall be charged as an additional fee, a cleanup fee calculated at the same hourly rate as the Services Fee above.

Tenant is solely responsible and liable, at its own expense, for cleaning the Church Facility used by Tenant. Tenant agrees to keep the Church Facility neat and clean, and to place trash in appropriate receptacles. Tenant agrees to remove, clean, rearrange, and/or dismantle any items brought in, and leave the Church Facility in broom clean, good working order upon completion of any of Tenant's activities and upon termination of this Lease. Failure of Tenant to comply with this requirement shall permit Landlord to send Tenant a default notice of Tenant's failure to comply with this provision. If Tenant fails to cure its default within five (5) days of receipt of Landlord's notice, Landlord shall be entitled to undertake, without further notice, cleanup procedures, and Tenant shall be charged as an additional fee, a cleanup fee calculated at the same hourly rate as the Services Fee above.

11. **Responsibility for Damage to Landlord Property.** Tenant shall be responsible for the cost of repairing physical damage to the Premises, a portion thereof, or any other property of Landlord, Landlord's officers, employees, agents, contractors, students, or any other third party to whose property is lawfully on the Premises, arising from or attributable to Tenant's use of the Facility or damage arising from or attributable to Tenant's agents, employees, volunteers, contractors, members, clients, guests, invitees, or Tenant's use of the Facility.

12. **Signage and Iconography.** Prior to the sale and conveyance by Tenant to Landlord of the Premises, Tenant placed (a) a monument sign on the Premises on Alameda Genoa Road, and (b) a sign identifying "Life Church" by its lettering and logo on the front exterior of the Shared Facility. Landlord hereby agrees to allow such signs to remain in place until the expiration of the Shared Facility Term or the earlier termination of this Lease in accordance with the terms hereof. However, Tenant shall ensure the signage, lettering and logo be covered from 7 a.m. and 5 p.m. during weekdays. Except as expressly set forth herein, Tenant shall not, except during the days and hours of use described above, place any sign, symbol, or object on the Facility identifying it as being used by Tenant. No religious iconography, messages, images, or other objects may appear or be left in the Shared Facility outside of those days and times that Tenant is authorized to and is actually using the Shared Facility and may not appear during the school-day in the Shared Facility and/or any area accessible to or used by students. Tenant hereby agrees to fully cooperate with Landlord to ensure that the program, operation, and physical environment of Landlord's charter school is free of any religious iconography, displays, insignia, or any other indicia or influence of religion and that all such iconography, indicia, or influence shall be removed or appropriately covered, at Landlord's sole and absolute discretion, in all areas of the Shared Facility. Furthermore, Tenant may not conduct (or allow any other third parties to conduct) religious activities or otherwise promote, proselytize, or encourage religious affiliation or participation in religious activities during Landlord's public school activities or promote or encourage Landlord's employees, students, agents, or invitees to participate in, join, or inquire about religious activities or any other activities of Tenant that may be perceived by Landlord, in its sole and absolute discretion, as religious in nature and conflict with Tenant's public school activities or events. Tenant's failure to comply with the requirements of this Section 12 of this Lease within twenty-four (24) hours of written notice shall, at Landlord's election, cause an immediate and automatic revocation/termination of this Lease without any further action by Landlord, in which event neither party shall have any further rights or obligations hereunder except as expressly set forth herein.

13. **No Relationship with Landlord.** Tenant and Landlord have no relationship beyond that described in this Lease. Tenant shall not state or imply through any medium, including, without limitation, advertisements or websites, that it is in anyway connected to or affiliated with Landlord.

14. **Indemnity and Hold Harmless Agreement.** TO THE FULLEST EXTENT PERMITTED BY LAW, TENANT HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS LANDLORD FROM AND AGAINST ALL SUITS, ACTIONS, OR CLAIMS OF ANY KIND BROUGHT OR MADE AGAINST LANDLORD, FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSON'S PROPERTY, ARISING FROM, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT ON THE PREMISES OR THE BREACH BY TENANT OF ANY OF ITS OBLIGATIONS, REQUIREMENTS, OR LIABILITIES UNDER THIS LEASE. TO THE FULLEST EXTENT PERMITTED BY LAW, LANDLORD HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS TENANT FROM AND AGAINST ALL SUITS, ACTIONS, OR CLAIMS OF ANY KIND BROUGHT OR MADE AGAINST TENANT, FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSON'S PROPERTY, ARISING FROM, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD ON THE PREMISES OR THE BREACH BY LANDLORD OF ANY OF ITS OBLIGATIONS, REQUIREMENTS, OR LIABILITIES UNDER THIS LEASE. TENANT AND LANDLORD BOTH ACKNOWLEDGE AND STIPULATE THAT THE PROVISIONS IN THIS SECTION 15 COMPLY WITH THE EXPRESS NEGLIGENCE RULE AND ARE CONSPICUOUS. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS LEASE.

15. **Insurance.** Upon the execution of this Lease, Tenant shall submit to Landlord a declarations page and copy of a policy of insurance showing proof of (i) a policy or policies of Workers' Compensation with statutory limits, with Employer's Liability, (ii) Commercial General Liability insurance (with contractual liability endorsement) insuring both Landlord and Tenant against all claims, demands, or actions arising out of or in connection with Tenant's use or occupancy of the Facility, or by the condition of the Facility in an amount not less than \$2,000,000.00, (iii) Special causes of loss or similar "all risk" form property insurance covering the replacement cost of (a) all alterations, partitions, and improvements installed or placed on the Facility by Tenant, and (b) all of Tenant's personal property contained within the Facility, (iv) Umbrella or excess liability policy, and (v) Umbrella or excess liability policy, and (vi) Automobile Liability for hired vehicles. Said policies (other than Worker's Compensation) shall (a) name Landlord as an additional insured, (b) be issued by an insurance company which is acceptable to Landlord, in Landlord's reasonable discretion, (c) provide that said insurance shall not be cancelled or non-renewed unless thirty (30) days prior written notice shall have been given to Landlord, and (d) shall be delivered to Landlord by Tenant upon commencement of the Term and upon each renewal of said insurance. Landlord may, without notice, cancel or terminate this Lease in the event of Tenant's failure to timely submit the declarations page and copy of the insurance, as required by this paragraph, or if the insurance policy lapses, is cancelled, or is modified to no longer provide the coverage required herein. Tenant shall keep this insurance policy in effect for a period of two (2) years after this Lease ends.

16. **Default by Tenant.** The occurrence of any of the following shall constitute a default by Tenant (an "**Event of Default**"): (a) failure to pay when due any Monthly Rent, Services Fee, or any other monetary obligations payable by Tenant hereunder if such failure continues for five (5) days after Tenant receives written notice of the same from Landlord; provided, however, Landlord is only required to provide notice one (1) time per each calendar year for Tenant's failure under this subpart (a), with each such subsequent failure by Tenant not requiring notice by Landlord; (b) failure to perform any maintenance, replacement, or repair obligation under this Lease within five (5) days of receiving written notice of the same from Landlord; or (c) except for any specific cure period (or lack of a cure period) as otherwise detailed herein, with such other specific cure period (or lack of a cure period) controlling over the generality of this subpart (c), failure to comply with or observe any other provision of this Lease if the failure to perform is not cured within thirty (30) days after written notice by Landlord to Tenant. In any Event of Default, Landlord may: (i) immediately revoke/terminate this Lease by written notice to Tenant, with such revocation/termination becoming effective automatically one (1) day after the date of such written notice without any further action by Landlord, in which event neither party shall have any further rights or obligations hereunder except as expressly set forth herein; or (ii) cure the default at Tenant's cost, and Tenant shall promptly reimburse Landlord for all sums paid by Landlord in curing such default, including attorney's fees. The remedies provided for in this Lease are in addition to any other remedies available to Landlord elsewhere in this Lease, at law, in equity, by statute, or otherwise, provided in no event shall Tenant be liable to Landlord for any loss-of-profit, consequential, punitive, special, or speculative damages.

The failure by Landlord to insist upon strict performance of any of the terms set forth herein shall not be deemed a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms contained herein by Landlord.

17. **Miscellaneous Provisions.**

a. ***Assignment Prohibited.*** Tenant may not sublet, assign, transfer, or convey its rights under this Lease in any manner whatsoever. Any such sublease, assignment, transfer, or conveyance shall be void and without effect. Landlord shall be free to sublet, assign, transfer, or convey its rights hereunder, and upon any such sublease, assignment, transfer, or conveyance Landlord shall be fully released and relieved of any obligations and liabilities hereunder, with Tenant hereby acknowledging, agreeing, and stipulating to look solely toward the assignee as relates to this Lease.

b. ***Texas Law to Apply.*** This Lease shall be construed under and in accordance with the laws of the State of Texas, regardless of conflict of law principles.

c. ***Legal Construction.*** In case any one or more of the provisions contained in this Lease shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. Furthermore, it is the intention of both parties that in lieu of each clause or provision that is illegal, invalid, or unenforceable there shall be added as a part of this Lease a clause or provision as similar in terms to the illegal, invalid or unenforceable clause or provision as may be possible and that is legal, valid, and enforceable.

d. ***Prior Leases and Agreements Terminated.*** This Lease constitutes the sole and only agreement of the parties as to the subject matter hereof, and Landlord and Tenant each revoke and terminate any prior understandings, written or oral, between the parties respecting the within matter.

e. ***Force Majeure.*** Each party shall be excused from performing any of its obligations due under the terms of this Lease when prevented by government mandates, pandemics, natural disasters, by acts of war, riot, or civil commotion, by an act of the state, strikes, fire, flood, or by the occurrence of any other event beyond the control of such party.

f. ***Amendment.*** This Lease may be amended only in a writing executed by both parties.

g. ***Waiver of Consequential Damages and Limitation on Liability.*** By signing below, Landlord and Tenant each stipulates, acknowledges, and agrees that it waives, releases, and forever disclaims the right to recover speculative, consequential, punitive, indirect, and/or any other non-actual damages whatsoever from the other party by reason of a party's breach of this Lease.

h. ***Headings; Construction.*** This Lease shall be deemed drafted equally by both parties. Its language shall be construed as a whole and according to its fair meaning. The parties acknowledge that each party has taken the opportunity to review and revise this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or any amendments or exhibits to this Lease. The headings in this Lease are only for convenience and are not intended to affect construction or interpretation. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

i. ***Brokers.*** Landlord and Tenant each represents and warrants to the other that no person or entity has any right or claim to a brokerage commission, finder's fee, or similar compensation in connection with this Lease that arises out of any act or agreement of either Landlord or Tenant, and Landlord and Tenant each agrees to indemnify the other against and hold harmless from, all liabilities arising from any such right or claim, including reasonable attorney's fees.

j. Notices. Wherever any notice, communication, request, demand, reply, or advice (severally and collectively referred to as "**Notice**") is required or permitted hereunder such Notice shall be in writing and shall be deemed to be delivered when actually received if delivered by (i) hand or overnight delivery service to a party, or an agent of such party or (ii) facsimile transmission (with electronic confirmation) or email communication. Notice sent by United States mail, postage prepaid, Certified or Registered Mail, Return Receipt Requested, addressed to the Parties hereto at the below, or at such other addresses as they may have hereafter specified by written notice shall be effective on the earlier of the second (2nd) business day after such deposit or the actual receipt thereof. Notice given in any other manner shall be effective only if and when received by the party to be notified. 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 not less than ten (10) days' prior written notice to the other party.

To Landlord:

International Leadership of Texas
Attention: Jerry McCreight
1820 N Glenville Dr., Suite 100
Richardson, Texas 75081
Telephone: (972) 479-9078
Email Address: jmccreight@iltexas.org

With a copy to:

Schulman, Lopez, Hoffer & Adelstein, LLP
c/o Jason Adelstein
845 Proton Road
San Antonio, Texas 78258
Phone: 210-538-5385
Facsimile: 210-538-5384
Email: jadelstein@slh-law.com

To Tenant:

Life Tabernacle of Houston, Inc.
Attention: James I. Kilgore, II
9901 Windmill Lakes Boulevard
Houston, Texas 77075
Email Address: jkilgore2@gmail.com

With a copy to:

Nathan Sommers Jacobs
Attention: Andrew H. Dillon
2800 Post Oak Blvd., 61st Floor
Houston, Texas 77056
Telephone: 713-892-4810
Facsimile: 713-892-4800
Email Address: adillon@nathansommers.com

k. Time. Time is of the essence of this Lease.

l. Counterparts. This Lease may be executed in multiple counterparts, each of which shall have the force and effect of an original but all of which shall constitute but one and the same agreement.

m. Successors and Assigns. The terms and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

n. Quiet Enjoyment. Tenant shall peaceably and quietly hold and enjoy the Facility for the applicable Term without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties below have executed this Lease as of the Effective Date.

LANDLORD:

INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC.
d/b/a International Leadership of Texas,
a Texas non-profit corporation and open-enrollment public charter school

DocuSigned by:
By: Edward G. Conger

3390E738E7BF48F...
Printed Name: Edward G. Conger

Title: Superintendent-CEO

TENANT:

LIFE TABERNACLE OF HOUSTON, INC.,
a Texas non-profit corporation

By: James L Kilgore II

Printed Name: JAMES L KILGORE II

Title: PRESIDENT

Exhibit A to Lease

Facility Diagram

(See Attached)

Exhibit B to Lease

Lease Days and Hours

Tenant may use the Shared Facility only on the following days of the week and hours:

- Tenant shall be entitled to use the rooms outlined in solid orange on Exhibit A (the Church Facility) seven (7) days per week at all times of day for one (1) year.
- Tenant shall be entitled to use the Sanctuary building outlined in red on Exhibit A (the Shared Facility) on Wednesdays from 4:30 p.m. to 10:00 p.m. and on Sundays from 7:00 a.m. to 10:00 p.m.

Exhibit C to Lease

Security Protocol

During school hours and any other times that students are present on the Premises, Tenant and employee, agent, representative, volunteer, applicant for employment, or other person associated with Tenant, ("**Tenant's Affiliates**") shall comply with the following security protocols or as may otherwise be directed by Landlord's administration:

1. Tenant and Tenant's Affiliates shall not be permitted to access any portion of the Premises other than the Church Facility during school hours or at any other time that students are present on the Premises, unless (i) Tenant and/or Tenant's Affiliates comply with all of Landlord's visitor policies and campus procedures; (ii) Tenant's and/or Tenant's Affiliate's access does not interfere with Landlord's operations; and provided (iii) Landlord shall have the right to provide a representative of Landlord's to accompany any access by Tenant and/or Tenant's Affiliates; and (iv) Tenant and/or Tenant's Affiliates must comply with requirements of law and Landlord's rules or requirements for safety and security.

2. Landlord has the right, in Landlord's sole discretion, to demand that Tenant or any of Tenant's Affiliates, save and except church members or guests attending services or programs hosted by the Tenant in the Church Facility, undergo a complete background check including a fingerprint check at Tenant's expense.

Tenant agrees that no employee, agent, representative, volunteer, applicant for employment, or other person associated with Tenant, save and except church members or guests attending services or programs hosted by the Tenant in the Church Facility, who has been convicted of any felony or misdemeanor involving moral turpitude shall be permitted to access any portion of the Premises during school hours or at any other time when students may be or are present on the Premises.