Texas Department of Housing and Community Affairs
2019 9% Housing Tax Credit Pre-Application

Application Number: 19210
Submitted Date: 1/9/2019  2:20PM
Submitted By: Juli Gonzalez

Contact Information

Primary Contact: David Fournier
9702 Angelwyde Drive
Austin, TX  78733
Phone: 512-970-3889
Email: dfournier@fishpondliving.com

Secondary Contact: Lora Myrick
Phone: 512-785-3710
Email: lora@betcohousinglab.com

Consultant Contact: Juli Gonzalez
Phone: 830-734-8330
Email: juli@betcohousinglab.com

Development Information

Name of Proposed Entity: Fish Pond Living at Gonzales, LP
Development Name: Fish Pond at Gonzales
Development Type: New Construction
Secondary Type: None
Previous TDHCA #: None
Initial Construction Year: 0
Units Demolished: 0
Units Reconstructed: 0
# of Non-Contiguous Sites: 0
# of Census Tracts: 1
Target Population: Elderly
ETJ?: N
County: Gonzales
Region: 10
Rural/Urban: Rural
Census Tracts: 48177000400
Total LI Units: 60
Total MR Units: 0
Total Units: 60
HTC Request: $642,904.00
Pre-App Fee Due: $600.00
Has Fee already been submitted?: Yes
Name on Check: Fish Pond Development, LLC
Check Number: 1001
Set-Aside Election: none

Notifications

U.S. Representative: Michael Cloud
State Senator: Lois W. Kolkhorst
State Representative: John Cryier
District: 27
District: 18
District: 17
School Superintendent: Dr. Kimberly Strozier
School District: Gonzales ISD
School District Address: 1711 N Sarah Dewitt Drive
Gonzales, TX 78629

Presiding Officer of Board of Trustees: Glenn Menking
Address: 1711 N Sarah Dewitt Drive
Gonzales, TX 78629

Elected Officials:
Connie L. Kacir
Dan Blakemore
Gary A. Schroeder
Tommy Schurig
Bobby O’Neal
Patrick C. Davis
K.O. "Dell" Whiddon
Donnie R. Brzozowski
Kevin T. La Fleur
Collie Boatright

Mayor
Mayor Pro Tem
City Council Member
City Council Member
City Council Member
County Judge
County Commissioner
County Commissioner
County Commissioner
County Commissioner

Neighborhood Organizations: None

Competitive Housing Tax Credit Selection Self-Score

Criteria Promoting Development of High Quality Housing

- Unit Sizes: 6
- Unit Features: 9
- Sponsor Characteristics: 2
- High Quality Housing Total: 17

Criteria to Serve and Support Texans Most in Need

- Income Levels of Tenants: 16
- Rent Levels of Tenants: 11
- Tenant Services: 10
- Opportunity Index: 7
- Underserved Area: 3
- Tenant Populations with Special Housing Needs: 2
- Proximity to the Urban Core: 0
- Serve and Support Texans Most in Need Total: 49

Criteria Promoting Community Support and Engagement

- Commitment of Development Funding by Local Political Subdivision: 1
- Declared Disaster Area: 10
- Community Support and Engagement Total: 11
Criteria Promoting Efficient Use of Limited Resources and Applicant Accountability

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Feasibility</td>
<td>18</td>
</tr>
<tr>
<td>Cost of Development per Square Foot</td>
<td>12</td>
</tr>
<tr>
<td>Pre-Application Participation</td>
<td>6</td>
</tr>
<tr>
<td>Leveraging Private, State and Federal Resources</td>
<td>3</td>
</tr>
<tr>
<td>Extended Affordability</td>
<td>2</td>
</tr>
<tr>
<td>Historic Preservation</td>
<td>0</td>
</tr>
<tr>
<td>Right of First Refusal</td>
<td>1</td>
</tr>
<tr>
<td>Funding Request Amount</td>
<td>1</td>
</tr>
<tr>
<td>Efficient Use of Limited Resources and Applicant Accountability Total</td>
<td>43</td>
</tr>
<tr>
<td>Point Adjustment</td>
<td></td>
</tr>
<tr>
<td>Total Applicant Self-Score</td>
<td>120</td>
</tr>
</tbody>
</table>

Intent to Request Points for Items not Included in the Applicant’s Self-Score

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Readiness to Proceed</td>
<td>5 points</td>
</tr>
<tr>
<td>Government Support</td>
<td>17 points</td>
</tr>
<tr>
<td>Quantifiable Community Participation</td>
<td>4 points</td>
</tr>
<tr>
<td>Support from State Representative</td>
<td>8 points</td>
</tr>
<tr>
<td>Input from Community Organizations</td>
<td>4 points</td>
</tr>
<tr>
<td>Concerted Revitalization Plan</td>
<td>0 points</td>
</tr>
<tr>
<td>Eligible to score at least 4 points under Opportunity Index?</td>
<td></td>
</tr>
</tbody>
</table>

Attachments and Certifications

<table>
<thead>
<tr>
<th>Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Control Documentation</td>
</tr>
<tr>
<td>Census Tract Map</td>
</tr>
<tr>
<td>Neighborhood Risk Factors</td>
</tr>
<tr>
<td>Other Pertinent Information</td>
</tr>
</tbody>
</table>
UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are Garth Vaz, M.D. of McDonald Vaz, Inc. (Seller) and David Fournier of Fish Pond Development, LLC. (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 5.54± acres on South portion of PT Lots 15-20 Range 1, Block 5.54± acres on South portion of PT Lots 15-20 Range 1 East/(22 of 27 Acres)/(Property ID: 815). Addition, City of Gonzales, County of Gonzales, Middle Buster Rd., 78629, as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property). RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:
   A. Cash portion of Sales Price payable by Buyer at closing. $375,000.00
   B. Sum of all financing described in the attached
      [ ] Third Party Financing Addendum,
      [ ] Loan Assumption Addendum,
      [ ] Seller Financing Addendum. $375,000.00
   C. Sales Price (Sum of A and B). $375,000.00

4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: __________________________

5. EARNEST MONEY: Within 3 days after the Effective Date, Buyer must deliver $5,000.00 as earnest money to Preserve Title, Tim Hero, as escrow agent, at [address]. Buyer shall deposit additional earnest money of $_________ to escrow agent within ________ days after the effective date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. Time is of the essence for this paragraph.

6. TITLE POLICY AND SURVEY:
   A. TITLE POLICY: Seller shall furnish to Buyer at [ ] Seller's [ ] Buyer's expense an owner's policy of title insurance (Title Policy) issued by Preserve Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
      (1) Restrictive covenants common to the platted subdivision in which the Property is located.
      (2) The standard printed exception for standby fees, taxes and assessments.
      (3) Liens created as part of the financing described in Paragraph 3.
      (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
      (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
      (6) The standard printed exception as to marital rights.
      (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
      (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
         (i) will not be amended or deleted from the title policy; or
         (ii) will be amended to read, "shortages in area" at the expense of [ ] Buyer [ ] Seller.
      (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
   B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address

TAR 1607 Initialed for identification by Buyer [ ] and Seller [ ]

Kuper Sothebys Intl Realty - Galeria, 13420 Galeria Circle, Suite A-105 Austin TX 78738
(512) 969-1082
Fax: (512) 266-2874

Produced with zipForm® by zipLogix 18970 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

TREC NO. 9-13

Kuper Marshall

2-12-18
shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

☐ (1) Within ___ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ___. Seller's ___. Buyer's expense no later than 3 days prior to Closing Date.

☐ (2) Within ___ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

☐ (3) Within ___ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) ___ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is ___. It is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Buyer shall comply with Section 56.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in an Property Owners Association should be used.
(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality’s extraterritorial jurisdiction or is likely to be located within a municipality’s extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 of this contract prior to closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessment is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

(8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.

(9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

(10) PROPANE GAS SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

(11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment’s normal operating level, Seller hereby notifies Buyer: 'The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions.'

7. PROPERTY CONDITION:
A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer’s agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller’s expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect. NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer’s needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer’s agreement to accept the Property As Is is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any, for any reason.
(Check one box only)

X (1) Buyer accepts the Property As Is.

□ (2) Buyer accepts the Property As Is provided Seller, at Seller’s expense, shall complete the following specific repairs and treatments:

(Do not insert general phrases, such as “subject to inspections” that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer’s election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer’s expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer’s intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER’S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

(1) any flooding of the Property which has had a material adverse effect on the use of the Property;

(2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;

(3) any environmental hazards that materially and adversely affect the Property;

(4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;

(5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or

(6) any threatened or endangered species or their habitat affecting the Property.

8. BROKERS’ FEES: All obligations of the parties for payment of brokers’ fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before November 29, 2019, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

(1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 8 and furnish tax statements or certificates showing no delinquent taxes on the Property.

(2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.

(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.

(4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. POSSESSION:

A. Buyer’s Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

B. Leases:

(1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer’s written consent.

(2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

See attached Addendum.
12. SETTLEMENT AND OTHER EXPENSES:
A. The following expenses must be paid at or prior to closing:
   (1) Expenses payable by Seller (Seller's Expenses):
      (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
      (b) Seller shall also pay an amount not to exceed $5,000.00 to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
   (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:
A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCRROW:
A. ESCRROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer's closing occurs, escrow
agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney’s fees; and (iv) all costs of suit.

E. NOTICES: Escrow agent’s notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer:

To Seller:

Phone: 512-970-3889
Fax: E-mail: dfourier@fishpondlivings.com

Phone: 512-632-9725
Fax: E-mail: gvaz@gvazmd.com

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- Third Party Financing Addendum
- Seller Financing Addendum
- Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- Buyer’s Temporary Residential Lease
- Seller’s Temporary Residential Lease
- Addendum for Reservation of Oil, Gas and Other Minerals
- Addendum for “Back-Up” Contract
- Addendum Concerning Right to Terminate Due to Lender’s Appraisal

- Addendum for Coastal Area Property
- Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Sale of Other Property by Buyer
- Addendum for Property in a Propane Gas System Service Area
- Other (list): Addenda

TAR 1807 Initialed for identification by Buyer and Seller TREC NO. 9-13
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com
Middle Buster Rd.
23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller $500.00 (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 45 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee [X] will [] will not be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: ________________________________

Seller's Attorney is: ________________________________

Phone: ________________________________

Fax: ________________________________

E-mail: ________________________________

EXECUTED the day of 12/27/2018 (Effective Date).

(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer

David Fournier of Fish Pond Development, LLC.

Buyer

Seller

Garth Vaz, M.D. of Mc Donald Vaz, Inc

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 939-3000 (http://www.trec.texas.gov) TREC NO. 9-13. This form replaces TREC NO. 9-12.
**BROKER INFORMATION**
(Print name(s) only. Do not sign)

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Broker Firm</td>
<td>Kuper Sotheby's International Realty</td>
</tr>
<tr>
<td>License No.</td>
<td></td>
</tr>
<tr>
<td>represents</td>
<td></td>
</tr>
<tr>
<td>□ Buyer only as Buyer's agent</td>
<td></td>
</tr>
<tr>
<td>□ Seller as Listing Broker's subagent</td>
<td></td>
</tr>
<tr>
<td>Listing Broker Firm</td>
<td></td>
</tr>
<tr>
<td>License No.</td>
<td></td>
</tr>
<tr>
<td>represents</td>
<td></td>
</tr>
<tr>
<td>□ Seller and Buyer as an intermediary</td>
<td></td>
</tr>
<tr>
<td>□ Seller only as Seller's agent</td>
<td></td>
</tr>
<tr>
<td>Associate's Name</td>
<td></td>
</tr>
<tr>
<td>License No.</td>
<td></td>
</tr>
<tr>
<td>Associate's Email Address</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Licensed Supervisor of Associate</td>
<td></td>
</tr>
<tr>
<td>License No.</td>
<td></td>
</tr>
<tr>
<td>Other Broker's Address</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td></td>
</tr>
<tr>
<td>Zip</td>
<td></td>
</tr>
<tr>
<td>Selling Associate's Name</td>
<td></td>
</tr>
<tr>
<td>License No.</td>
<td></td>
</tr>
<tr>
<td>Selling Associate's Email Address</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Licensed Supervisor of Selling Associate</td>
<td></td>
</tr>
<tr>
<td>License No.</td>
<td></td>
</tr>
<tr>
<td>Selling Associate's Office Address</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td></td>
</tr>
<tr>
<td>Zip</td>
<td></td>
</tr>
</tbody>
</table>

Listing Broker has agreed to pay Other Broker a percentage of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.
OPTION FEE RECEIPT

Receipt of $500.00 (Option Fee) in the form of CK. # 1023

Seller or Listing Broker: [Signature]
Date: 12/28/18

EARNEST MONEY RECEIPT

Receipt of $5,000.00 Earnest Money in the form of personal chk. # 1022

Escrow Agent: R. Bacon
Received by: R. Bacon
Email Address: teamaustin@preservetitle.com
Date/Time: 512-833-4431
Address: Preserve Title Company LLC 11911 Burnet Road
City: Austin, TX 78758
State: Phone: 512-833-4431
Fax:

CONTRACT RECEIPT

Receipt of the Contract is acknowledged: R. Bacon
Escrow Agent: R. Bacon
Received by: R. Bacon
Email Address: teamaustin@preservetitle.com
Date: 12/28/18
Address: Preserve Title Company LLC 11911 Burnet Road
City: Austin, TX 78758
State: Phone: 512-833-4431
Fax:

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of $ additional Earnest Money in the form of

Escrow Agent: R. Bacon
Received by: R. Bacon
Email Address: teamaustin@preservetitle.com
Date/Time: 512-833-4431
Address: Preserve Title Company LLC 11911 Burnet Road
City: Austin, TX 78758
State: Phone: 512-833-4431
Fax:
ADDENDA (OTHER SECTION 22)
SPECIAL PROVISION TO UNIMPROVED PROPERTY CONTRACT
5.5 acres on South Portion of PT Lots 15-20 Range 1 East (Property ID 815)

If at any time during the 45-day Option Period, Buyer, at Buyer’s sole discretion, determines the Property is not suitable for Buyer’s intended uses, then Buyer may terminate the Contract by notifying Broker via email prior to the expiration of the Option Period. Broker and Seller shall immediately notify Title Company to return Buyer’s Earnest Money. Seller shall retain the Option Payment.

Upon expiration of the Option Period, one-half of the Deposit ($2,500) will become non-refundable and subject only to Seller’s performance to Buyer, and other provisions or Contingencies contained herein.

Upon the earlier of a) receipt of commitment for Tax Credits from Texas Department of Housing and Community Affairs or b) August 31, 2019, the remaining $2,500 shall become non-refundable and subject only to Seller’s performance to Buyer, and other provisions contained herein. In addition, Buyer will post an additional $5,000 in non-refundable earnest money with the Title Company which shall be applied to the Purchase Price. All Earnest Money and Option Payments shall apply towards the Purchase Price at Closing.

Other Contingencies: Within 10 business days following the expiration of the Option Period, Buyer shall submit their proposed development to the City of Gonzales for a Resolution of Support and Zoning Approval. The approval and support shall remain a Contingency through March 15, 2019.

Buyer has the option to extend the Closing Date for an additional 30 days by providing notice to seller 10 days prior to the Closing date and depositing an addition $10,000 in Earnest Money, which shall apply to the Purchase Price.

AGREED AND ACCEPTED
Buyer: Fish Pond Development, LLC., and/or assigns,
By: [Signature]
David M. Fournier, Principal
Date: 12/27/18

AGREED AND ACCEPTED
Seller
By: [Signature]
Garth Var, M.D. of Mc Donald Var, Inc
Date: 12/27/2018
NOTICE REGARDING EMAIL WIRE FRAUD

When wiring any monies in connection with the purchase/sale of your home either for earnest money, additional deposits, funds for closing, etc., it is important that you verify the source of the wire transfer instructions by contacting your Kuper Sotheby's International Realty ("Kuper Sotheby's") agent or coordinating directly with your lender and/or title company.

According to the FBI there has been an increase in the number of reported cases where homebuyers have lost their home purchase funds due to fraudulent wire transfer instructions just prior to closing.

Hackers may attempt to impersonate your sales agent, lender, broker, or title company representative and send you fraudulent email wire transfer instructions. The original emails may have been intercepted and replaced with new bank account and routing information or the hacker may have compromised the sender's email address.

The email wire transfer scheme works when a hacker breaks into the email account of your sales agent, lender, broker, or title company representative and obtains specific details about you, your escrow/closing instructions, and specific closing date. They then send you a compromised email that may appear legitimate directing you to transfer your funds to an alternate bank account just before closing. Once the wire transfer is complete the hackers immediately withdraw funds so you have little chance of recovery.

Kuper Sotheby's strongly suggests that you take the following steps to protect yourself:

1. Remember that, in general, the title company will call you BEFORE emailing you wire transfer instructions.

2. Remind the title company to call you first when it is necessary to send you wire transfer instructions by email.

3. If you do not first receive a phone call from a verified legitimate phone number for the title company involved in your transaction, or if the title company sends you wire instructions by email without previously notifying you, call the title company directly using a trusted phone number to verify the bank account information. Be careful NOT to simply call the phone number included in an email or a voicemail because that phone number could be a fraudulent phone number used in the scam. The safer practice is to NOT discuss any information with the caller, but rather you should find and call a trusted phone number previously provided by the title company.

4. Carefully check the sender's email address. Hackers may attempt to impersonate your Kuper Sotheby's agent, lender, or title company representative's email addresses by changing one letter or using different style fonts which may be difficult to spot (e.g., a valid Kuper Sotheby's email address such as jsmith@sothebysrealty.com may be changed or "spoofed" to jsmith@sothebysrealestate.com, jsmith@sothebysrealities.co or jsmith@sothebysreal.com).

5. Avoid opening any links or attachments from suspected fraudulent emails.

6. Know the warning signs of a fraudulent email request which may include:
   - Email instructions being sent outside of normal business hours.
   - The instructions urging the buyer to "hurry" or "time is of the essence" otherwise the deal will fall through.
   - The sender tells you that he/she is unavailable by phone at this time.
   - Odd wording in the body of the email which may include grammatical mistakes, odd phrases, or punctuation errors.
7. If you suspect that your wire transfer has been compromised by a hacker you should;
   • If a money wire has gone out based on a hacked e-mail, immediately contact the subject
     bank to try and stop the funds from being transferred.
   • Notify all affected or potentially affected parties, including, but not limited to your Kuper
     Sotheby's agent.
   • Change all your passwords and usernames, if possible.
   • Contact your local law enforcement agencies.
   • Report the issue to the FBI Internet Crime Complaint Center at

The contents of this notice are provided merely as a courtesy to you as a client of Kuper Sotheby's, nothing
contained herein should be construed to create or impose any duty or liability on Kuper Sotheby’s part in
connection with any loss incurred due to a fraudulent wire transfer arising in connection with your purchase/sale
of your home.

Acknowledged by:

[Signature]

Date: 12/27/18

Acknowledged by:

[Signature]

Date: ______________________
Information About Brokerage Services

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

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A BROKER is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A SALES AGENT must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER’S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker’s own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client’s questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

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

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

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

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

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties’ written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction;
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

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

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

- The broker’s duties and responsibilities to you, and your obligations under the representation agreement;
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

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

Kuper Sotheby’s International Realty

<table>
<thead>
<tr>
<th>Name</th>
<th>License No.</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:j.kuper@sothebysrealty.com">j.kuper@sothebysrealty.com</a></td>
<td>(210)822-8602</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Harry J Kuper, Jr.</td>
<td>603189</td>
<td><a href="mailto:j.kuper@sothebysrealty.com">j.kuper@sothebysrealty.com</a></td>
<td>(210)822-8602</td>
</tr>
<tr>
<td>Bridget William</td>
<td>664610</td>
<td><a href="mailto:bridget.wille@kupersir.com">bridget.wille@kupersir.com</a></td>
<td>(512)261-0008</td>
</tr>
<tr>
<td>Ron Marshall</td>
<td>532234</td>
<td><a href="mailto:ron@marshallproperties.net">ron@marshallproperties.net</a></td>
<td>(512)663-1802</td>
</tr>
</tbody>
</table>

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0 Date

Produced with zifForm by zifl. org 18070 Fifteen Mile Road, Fraser, Michigan 48026  www.zifl.org.com

TAR-2501