**BASIS TEXAS CHARTER SCHOOLS, INC.
CHARTER HOLDER OF BASIS TEXAS
BOARD RESOLUTION BTCS26-R11**

WHEREAS, BASIS TEXAS CHARTER SCHOOLS, INC., a Texas nonprofit corporation and open enrollment public charter school ("**BASIS Texas**") plans to purchase that certain real property located at a tract of unimproved land totaling approximately 9.067 acres at the northwest corner of Loop 1604 and Bulverde Road, San Antonio, Texas.
(the "**Property**"); and

WHEREAS, Section 100.1209 of the Administrative Code requires an open-enrollment charter school to certify in writing that no administrator, officer, or employee, member of the governing body of the charter school, or charter holder has received or will receive any personal financial benefits from a real estate transaction with the charter school; and

WHEREAS, the Board of Directors of BASIS Texas desires to make such certification in compliance with law and further direct the Superintendent to provide such certification to the Texas Education Agency and any municipality that requires notice of this certification that BASIS purchased the property, and to take all other actions deemed necessary to avail the BASIS of similar protections under the law;

NOW, THEREFORE, the Board of Directors of BASIS Texas, at a lawfully called meeting held in compliance with the Texas Open Meetings Act, hereby adopts the following Resolutions:

BE IT HERBY RESOLVED:

- That the Board of Directors of BASIS Texas certifies in writing that no administrator, officer, or employee, member of the governing body of BASIS Texas has received or will receive any personal financial benefits from the real estate transaction with BASIS Texas and this Property transaction.

- That the Superintendent of BASIS Texas is directed to provide notice of this certification to the Texas Education Agency and any municipality that requires notice of this certification, and to take all other actions deemed necessary to avail the school of similar protections under the law.

(Signature page to follow)

PASSED AND APPROVED BY THE MAJORITY OF MEMBERS OF THE BOARD OF DIRECTORS OF ON THIS, THE 12TH DAY OF JUNE 18 2026.

Directors voting in favor of the Resolution:

Not in attendance	Not in attendance
Dr. Craig R. Barrett, Chairman	Dr. William C. Harris, Treasurer/Secretary
Signed by: 3C95D71984E8476...	DocuSigned by: Joelle Bouldoukian-Choucair 629A19CA810D47B...
Liz Smith, Member	Dr. Joelle Choucair, Member
DocuSigned by: Harvey Vigneault 9B71C81588234A2...	Signed by: 45B1E88E2B3D4BD...
Harvey Vigneault, Member	Kayvee Kondapalli, Member
Signed by: Bruce Gnade 733DC3FD50F1457...	Signed by: B0C65C4F1ECE434...
Dr. Bruce Gnade, Member	Dawn Robinette, Member

CERTIFICATION

The undersigned, being the Secretary of the Corporation, hereby certifies that the foregoing represents a true copy of a Resolution of the Directors of the Corporation, duly held on June 18, 2026, which Resolution is in full force and effect and has not been revoked or amended.

DocuSigned by:
Joelle Bouldoukian-Choucair
629A19CA810D47B...

Dr. Joelle Choucair, Member 06/18/2026

RESOLUTION BTCS26-R12 EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED WITH RESPECT TO THE ACQUISITION, SITE IMPROVEMENTS, DESIGN, CONSTRUCTION AND RENOVATION OF EDUCATIONAL FACILITIES; AUTHORIZING AN APPLICATION FOR FINANCING TO A HIGHER EDUCATION FINANCE CORPORATION AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS RELATED THERETO; AUTHORIZING A PUBLIC HEARING; AND CONTAINING OTHER MATTERS RELATED THERETO

WHEREAS, BASIS Texas Charter Schools, Inc. (the "*School*") is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "*Code*"), for the benefit of which obligations the interest on which is excludable from gross income for federal income tax purposes ("*tax-exempt obligations*") may be issued pursuant to Sections 145 of the Code; and

WHEREAS, the School will make or has made not more than 60 days prior to the date hereof, payments with respect to the acquisition, site improvements, design, construction and renovation of educational facilities consisting of the property described on *Exhibit A* attached hereto (the "*Financed Property*"); and

WHEREAS, the School has concluded that it does not currently desire to incur debt to finance all of the costs it has paid or is about to pay; and

WHEREAS, the Board of Directors (the "*Board*") of the School has determined that it is in the best interest of the School to subsequently enter into a bond or note financing transaction (the "*Financing Transaction*") for the purpose of (i) financing or refinancing the costs of acquisition, site improvements, design, construction and/or renovation of the Financed Property and (ii) paying the costs of such Financing Transaction; and

WHEREAS, the School desires to reimburse its general fund for the costs associated with the Financed Property from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof in connection with the Financing Transaction; and

WHEREAS, the School reasonably expects to incur debt in the form of tax-exempt obligations for purposes of paying expenditures (the "*Qualified Expenditures*") for the acquisition, site improvements, design, construction and renovation of the Financed Property;

WHEREAS, the School desires to authorize and approve the filing of an application by the officers and agents of the Borrower with a higher education finance corporation (the "*Issuer*") requesting that such Issuer enter into the Financing Transaction; and

WHEREAS, the School desires to appoint borrower/bond counsel to serve in connection with the Financing Transaction; and

WHEREAS, the School desires to authorize the publication of a notice or notices of public hearing and the holding of such public hearing in accordance with the provisions of Section 147(f) of the Code;

NOW, THEREFORE, BE IT

RESOLVED, that the Board hereby adopts the findings set out in the preamble hereof and declares its intent within the meaning of Treasury Regulation §1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended, to reimburse its general fund for certain Qualified Expenditures incurred in connection with the Financed Property that have been or will be paid subsequent to the date that is 60 days prior to the date hereof in connection with the acquisition, construction, reconstruction and/or renovation of the Financed Property from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof; and further

RESOLVED, that the School reasonably expects that the maximum principal amount of debt issued to reimburse the School for Qualified Expenditures incurred in connection with the Financed Property will not exceed $7,000,000; and further

RESOLVED, that the Board hereby authorizes the Executive Director, President and Chairman and Secretary (the "*Authorized Officers*") of the School to take all actions necessary or convenient to search for and select an Issuer for the Financing Transaction, and to take all actions and approve, execute and deliver all such applications, agreements, instruments and other documents on behalf of the School as they may deem necessary or desirable (as conclusively evidenced by the taking of such action or the execution and delivery of such applications, agreements, instruments or other documents by the Authorized Officers) in connection with the selection of the Issuer and in connection with the Financing Transaction or in order to effectuate the further purposes of any of these resolutions; and further

RESOLVED, that upon execution and delivery of such applications, agreements, instruments and other documents, they shall be the valid and binding obligations of the School enforceable in accordance with their terms; and further

RESOLVED, that the Board hereby appoints Schulman, Lopez, Hoffer & Adelstein, LLP to serve as borrower/bond counsel for the Financing Transaction and authorizes the Executive Director to execute an engagement letter evidencing such appointment; and further

RESOLVED, that the Board hereby authorizes the publication of a notice or notices of public hearing as required by the laws of the United States and the State of Texas; and further

RESOLVED, that the Board hereby appoints Janet Vaughan Robertson or her designee to serve as hearing officer in connection with the Financing Transaction to hold the public hearing at a date and time to be determined by such hearing officer, the certification of such hearing officer that such hearing was conducted in accordance with the provisions of Section 147(f) of the Code to conclusively establish that such hearing was so conducted; and further

RESOLVED, that all acts, transactions or agreements (not inconsistent with the provisions of these resolutions) undertaken prior to the adoption of these resolutions by the Authorized Officers in the School's name or for its account in connection with the foregoing matters, are hereby ratified, confirmed and adopted by the Board.

PASSED AND APPROVED BY THE MAJORITY OF MEMBERS OF THE BOARD OF DIRECTORS OF BASIS TEXAS CHARTER SCHOOLS, INC., ON THE 18th DAY OF JUNE 2026.

Members Voting in Favor of Resolution:

Not in attendance	Not in attendance
Dr. Craig R. Barrett, Chairman	Dr. William C. Harris, Secretary/Treasurer
DocuSigned by: Harvey Vigneault 9B71C81588234A2...	DocuSigned by: Joelle Bouldoukian-Choucair 629A19CA810D47B...
Harvey Vigneault,	Dr. Joelle Choucair, Member
Signed by: 3C95D71984E8476...	Signed by: 45B1E88E2B3D4BD...
Liz Smith, Member	Kayvee Kondapalli, Member
Signed by: Bruce Gnade 733DC3FD50F1457...	Signed by: B0C65C4F1ECE434...
Dr. Bruce Gnade, Member	Dawn Robinette, Member

CERTIFICATION

The undersigned, being the Secretary of the Corporation, hereby certifies that the foregoing represents a true copy of a Resolution of the Directors of the Corporation, duly held on June 18, 2026 which Resolution is in full force and effect and has not been revoked or amended.

DocuSigned by:
Joelle Bouldoukian-Choucair
629A19CA810D47B...

Dr. Joelle Choucair, Member

Exhibit A

FINANCED PROPERTY

The BASIS Texas Campus to be located at the northwest corner of Loop 1604 and Bulverde Road in the City of San Antonio, Texas, consisting of a tract of unimproved land totaling approximately 9.067 acres, and the improvements now or hereafter located thereon.

BOARD RESOLUTION
BTCS26-R13
OF
BASIS TEXAS CHARTER SCHOOLS, INC.

WHEREAS, BASIS TEXAS CHARTER SCHOOLS, INC., a Texas nonprofit corporation and open enrollment public charter school ("**BASIS**") desires to purchase that certain real property composed of a tract of unimproved land totaling approximately 9.067 acres located at the northwest corner of Loop 1604 and Bulverde Road, San Antonio, Bexar County, Texas (the "**Property**"); and

WHEREAS, the Board of Directors of BASIS adopts and ratifies the Purchase and Sale Agreement attached hereto as Exhibit A (the "**Agreement**"), approved by legal counsel; and

WHEREAS, the Board of Directors desires to delegate authority to Andrew Freeman, Executive Director, to execute said Agreement, and all other documents and instruments necessary to effectuate and complete the purchase and financing of said Property, following approval by legal counsel;

NOW, THEREFORE, the Board of Directors of BASIS, at a lawfully called meeting held in compliance with the Texas Open Meetings Act, hereby adopts the following Resolutions:

BE IT HERBY RESOLVED:

- The Agreement, attached hereto as Exhibit A, is adopted and ratified.
- That Andrew Freeman, the Executive Director of BASIS, is hereby authorized and empowered, in the name and on behalf of BASIS to execute any and all documents and instruments necessary to effectuate and complete the purchase and financing of said Property.

PASSED AND APPROVED BY THE MAJORITY OF MEMBERS OF THE BOARD OF DIRECTORS OF ON THIS, THE 18th DAY OF JUNE, 2026.

(*Signature Page to Follow*)

Directors voting in favor of the Resolution:

Not in attendance	DocuSigned by: Joelle Bouldoukian-Choucair 629A19CA810D47B...
Dr. Craig R. Barrett, President and Chairman	Dr. Joelle Choucair, Member
Not in attendance	DocuSigned by: Harvey Vigneault 9B71C81588234A2...
Dr. William Harris, Secretary/Treasurer	Harvey Vigneault, Member
Signed by: 3C95D71984E8476...	Signed by: 45B1E88E2B3D4BD...
Liz Smith, Member	Kayvee Kondapalli, Member
Signed by: Bruce Gnade 733DC3FD50F1457...	Signed by: B0C65C4F1ECE434...
Dr. Bruce Gnade, Member	Dawn Robinette, Member

CERTIFICATION

The undersigned, being the Secretary of BASIS, hereby certifies that the foregoing represents a true copy of a Resolution of the Directors of BASIS, duly held on June 18, 2026, which Resolution is in full force and effect and has not been revoked or amended.

DocuSigned by: Joelle Bouldoukian-Choucair
629A19CA810D47B...

Dr. Joelle Choucair, Member

REAL ESTATE CONTRACT OF SALE

THIS REAL ESTATE CONTRACT OF SALE ("**Contract**") is entered into as of June _____, 2026 ("**Effective Date**") by and between **LOOP 1604 INVESTMENTS, LP**, a Texas limited partnership ("**Seller**"), and **BASIS TEXAS CHARTER SCHOOLS, INC.**, a Texas non-profit corporation ("**Purchaser**").

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the promises, undertakings and mutual covenants of the parties herein set forth, and subject to the terms, provisions and conditions hereof, Seller hereby agrees to sell and Purchaser hereby agrees to purchase and pay for all that certain property hereinafter described, in accordance with the following terms, provisions and conditions:

1. Property. The property to be conveyed by Seller to Purchaser, at Closing, shall be comprised of the following:

That certain tract of unimproved land totaling approximately 9.067 acres located at the northwest corner of Loop 1604 and Bulverde Road in the City of San Antonio, Bexar County, Texas (the "**Land**"), being described on **Exhibit "A"** attached hereto and made a part hereof, together with any and all improvements situated on the Land (the "**Improvements**"); and all right, title and interest of Seller, if any, in and to any and all appurtenances, strips or gores, roads, easements, streets, alleys, drainage facilities and rights of way bounding the Land; all water rights, mineral rights, licenses, permits, entitlements, bonds, if any, and all other rights and benefits appurtenant to the Land; the Utility Capacity (as defined below); and all rights of ingress and egress thereto (collectively, the "**Additional Interests**"). The Land, Improvements and any Additional Interests described in the preceding paragraph are hereinafter sometimes collectively called the "**Property**." The Additional Interests expressly exclude all water and wastewater impact fee credits owed to Seller or its affiliates by the San Antonio Water System (SAWS).

2. Purchase Price. The purchase price ("**Purchase Price**") to be paid by Purchaser to Seller for the Property shall be approximately Four Million Seven Hundred Fifty Thousand and No/100 Dollars ($4,750,000.00). The Purchase Price shall be payable to Seller in cash or by wire transfer of immediately available funds to the Title Company for payment to Seller at Closing.

3. Earnest Money and Independent Consideration.

(a) Earnest Money. Within five (5) business days following the Effective Date, Purchaser shall deposit with Heritage Title Company of Austin, Inc., 200 W. 6th Street, Suite 1600, Austin, Texas 78701, Attention: John Bruce, Telephone: (512) 505-5000, Email: jbruce@heritagetitle.com (the "**Title Company**"), the sum of One Hundred Thousand and No/100 Dollars ($100,000.00) as earnest money hereunder (the "**Earnest Money**"). The Earnest Money shall be deposited by the Title Company in an interest-bearing account at a federally insured bank, with all interest earned thereon to be payable to Purchaser. Upon expiration of the Inspection Period (as defined below), the Earnest Money shall be released to Seller and shall become non-refundable to Purchaser in all events except due to a Seller default or as otherwise set forth herein. The Earnest Money shall be applicable to the Purchase Price at Closing. If this Contract is terminated, then the Earnest Money shall be disbursed by the Title Company to either Purchaser or Seller, as expressly provided for in this Contract.

(b) Independent Consideration. Simultaneous with its deposit of the Earnest Money with the Title Company, Purchaser shall deposit the sum of One Hundred and No/100 Dollars ($100.00) with the Title Company as independent consideration for the rights granted to Purchaser hereunder, the receipt and sufficiency of which consideration are hereby acknowledged. Said independent consideration shall immediately be released to and retained by Seller and is non-refundable to Purchaser in all events, but shall be applied against the Purchase Price at Closing.

4. Due Diligence.

(a) Due Diligence Documents. The following documents shall be delivered to Purchaser or obtained by Purchaser as follows:

(1) Title Commitment. Promptly after the Effective Date, Seller shall cause the Title Company to issue to Purchaser a current commitment for the issuance of an owner's policy of title insurance to Purchaser in the form promulgated by TLTA (the "**Title Commitment**"), together with copies of all documents constituting exceptions to Seller's title as reflected therein (the "**Title Documents**").

(2) Survey. At Purchaser's option, Purchaser may obtain, at Purchaser's expense, an update to the Existing Survey (defined below) or a current survey of the Property that complies with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys," or such other form as may be acceptable to Purchaser (the "**Survey**"). The Survey shall be certified to Seller, Purchaser and the Title Company.

(3) Documents. Within five (5) days following the Effective Date, Seller shall deliver to Purchaser copies of the following documents in Seller's possession pertaining to the development, ownership, or operation of the Property: any existing survey of the Property (the "**Existing Survey**"); soils reports; feasibility studies; all flood plain wetlands or FEMA Studies or maps; environmental reports, site studies, assessments, and notices; any documentation regarding water, sanitary sewer, gas and other utilities serving the Property; utility information pertaining to the Property; engineering studies; ad valorem tax notices and receipts for the last three (3) calendar years; and copies of property agreements and utility agreements affecting the Property (collectively, the "**Documents**"). Seller makes no representations or warranties whatsoever with respect to the Documents, including, without limitation, the truth, accuracy or completeness thereof or Purchaser's ability to rely thereon.

(b) Review of Title, Survey and Documents. Purchaser shall have until 6:00 p.m. Central time on that date which is twenty (20) days following Purchaser's receipt of the Title Commitment and Existing Survey, whichever is received last ("**Approval Period**"), to review and approve the matters reflected in the Title Commitment, Existing Survey and Title Documents. If Purchaser determines that the Title Commitment, Existing Survey and/or Title Documents reflect or disclose any defect, exception or other matter affecting the Property that is unacceptable to Purchaser, in Purchaser's sole discretion, then Purchaser shall notify Seller of Purchaser's objections prior to the expiration of the Approval Period ("**Objection Notice**"). Seller has no obligation to cure any matters identified in the Objection Notice, and, if Seller fails to respond to the Objection Notice, within the five (5) day time period provided herein, Seller shall be deemed to have elected to take no action with respect to the Objection Notice. If Seller fails, is unable or elects not to cure Purchaser's objections, by providing Purchaser with written notice of such action, if any, Seller is willing to take, within five (5) days following Seller's receipt of the Objection Notice, Purchaser shall be entitled, as its sole and exclusive remedy, to terminate this Contract by providing written notice of termination to Seller prior to the expiration of the Inspection Period, whereupon this Contract shall be terminated, the Earnest Money shall be promptly returned to Purchaser, and thereafter neither Seller nor Purchaser shall have any continuing rights or obligations hereunder other than Purchaser's Surviving Obligations (defined below). If Purchaser shall fail to terminate this Contract prior to the expiration of the Inspection Period, Purchaser shall be deemed to have approved and waived any objection to the matters contained in the Title Commitment, Existing Survey, Survey (if obtained) and Title Documents. All matters shown under Schedule B of the Title Commitment and by the Existing Survey and Survey (if obtained) to which Purchaser has not timely objected or Purchaser has waived as provided herein shall be considered to be "**Permitted Exceptions**." Notwithstanding the foregoing, under no circumstances shall Purchaser be required to object to any existing liens reflected in the Title Commitment or other monetary encumbrances shown on Schedule C thereto, all of which (except for the lien or liens for taxes not yet due and payable) shall be released or satisfied by Seller at its expense at or prior to Closing.

Purchaser may, at or prior to Closing, notify Seller in writing (the "**Gap Notice**") of Purchaser's objection to a new title exception appearing on any update to the Title Commitment issued by the Title Company after the expiration of the Approval Period. Any Gap Notice shall be delivered to Seller within five (5) days of Purchaser's receipt of such updated Title Commitment. If Purchaser timely sends a Gap Notice to Seller, Purchaser and Seller shall have the same rights and obligations with respect to such notice as apply to an Objection Notice under this Section 4(b). Notwithstanding anything herein to the contrary, (i) after expiration of the Inspection Period, Purchaser's right to terminate the Contract under this Section 4(b) due to a new Title Commitment exception appearing as a result of the Survey shall be deemed waived and (ii) any new Title Commitment exception appearing as a result of the Plat (as hereinafter defined) shall be deemed to be an additional Permitted Exception and Purchaser shall not have the right to object to any such title matter.

5. Purchaser's Due Diligence.

(a) Inspection Right. Purchaser and its duly authorized agents or representatives shall be entitled to enter upon the Property at all reasonable times during the term of the Contract in order to conduct such tests as Purchaser may deem to be appropriate to determine the suitability of the Property for Purchaser's intended use, including, but not limited to, engineering studies, environmental studies, soil tests, an investigation of flood plain, wetlands and underground geologic conditions, zoning, availability of utilities and any other inspections and/or tests that Purchaser may deem necessary or advisable, provided, that no physically intrusive tests shall be conducted on the Property without Seller's prior written consent, which shall not be unreasonably withheld, except that Purchaser may, without the prior consent of Seller, conduct a Phase II environmental report if same is called for under Purchaser's Phase I environmental report and Purchaser may conduct geotechnical testing subject to Seller's reasonable prior approval as to the boring locations. Purchaser shall indemnify and hold Seller harmless from and against any and all losses, costs and/or expenses that may be incurred by Seller as a result of damage to Property or injury to persons due to any such inspections and/or tests performed by or on behalf of Purchaser. Notwithstanding the foregoing, Purchaser's indemnity shall not cover, and Purchaser shall have no liability to Seller or others for, any loss, claim or damage to persons or property arising out of or related to any physical or environmental conditions that existed prior to Purchaser's inspection(s) and which are discovered during, but are not exacerbated by, Purchaser's inspection(s).

Prior to any entry upon the Property, Purchaser shall provide to Seller a certificate of insurance reasonably satisfactory to Seller showing general liability insurance, with coverages for personal injury, death and property damage in amounts not less than One Million Dollars ($1,000,000.00) in the aggregate, naming Seller and Seller's lender (to the extent Seller has disclosed the name and address of its lender to Purchaser) as insureds and covering contractual liabilities of Purchaser, and Purchaser shall ensure that such insurance remains in effect as long as this Contract remains in effect.

(b) Termination Right; Inspection Period. In the event that an inspection conducted pursuant to Section 5(a) shows any condition to exist in the Property that is unacceptable to Purchaser, or if Purchaser determines for any other reason that the Property is unacceptable for Purchaser's purposes, in Purchaser's sole discretion, then Purchaser shall be entitled, as its sole remedy, to terminate this Contract by providing written notice of termination to Seller prior to 6:00 p.m. Central Time on the one hundred twentieth (120th) day following the Effective Date (the "**Inspection Period**"), whereupon this Contract shall be terminated, the Earnest Money shall be promptly returned to Purchaser, and thereafter neither Seller nor Purchaser shall have any continuing rights or obligations hereunder other than Purchaser's indemnity of Seller pursuant to Section 5(a) (the "**Surviving Obligations**"). At Seller's request upon any termination of this Contract (except for a termination in the event of a Seller default), as an additional Surviving Obligation, Purchaser shall deliver to Seller copies of any third-party reports or studies obtained by Purchaser with respect to the Property. Seller acknowledges that Purchaser is delivering such reports and studies as a convenience only to Seller and all such reports and studies will be accepted by Seller without any representation representations or warranties by Purchaser pertaining to the completeness, accuracy or veracity of such reports and studies.

(c) Extension of Inspection Period. Purchaser shall have the right to extend the Inspection Period for one (1) additional period of thirty (30) days ("**Extension Option**") by delivering to Seller and the Title Company written notice of Purchaser's election to exercise the Extension Option and depositing with the Title Company the sum of Twenty-Five Thousand and 00/100 Dollars ($25,000.00) for ("**Inspection Period Extension Fee**") prior to the expiration of the initial 120-day Inspection Period. The Inspection Period Extension Fee shall be non-refundable to Purchaser, shall be immediately released to Seller upon deposit, and shall be applicable to the Purchase Price at Closing.

(d) Platting. During the term of this Contract, at Purchaser's sole cost and expense, Purchaser shall be entitled to pursue subdivision plat approval and recordation for the Property from the City of San Antonio in a form and on terms and conditions approved in writing by Seller, which approval shall not be unreasonably withheld (the "**Plat**"). Seller agrees, at no cost or expense to Seller, to reasonably cooperate with Purchaser and execute such documents as may be reasonably required in connection with Purchaser's pursuit of the Plat.

6. Representations, Warranties and Covenants of Seller. Seller represents, warrants and covenants to Purchaser as follows:

(a) Record Title. Seller has as of the date hereof, and Seller will have at Closing, record title to the Property.

(b) Authority. The execution by Seller of this Contract and the consummation by Seller of the sale contemplated hereby have been duly authorized, and do not, and, at the Closing Date, will not, result in a breach of any of the terms or provisions of, or constitute a default under any indenture, agreement, instrument or obligation to which Seller is a party or by which the Property or any portion thereof is bound.

(c) No Actions. There are no actions, suits or legal proceedings pending or, to Seller's knowledge, threatened against Seller or the Property before or by any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign. There is no litigation affecting Seller or the Property, and to the knowledge of Seller there is no threatened litigation affecting Seller or the Property, which could constitute a lien, claim or encumbrance against the Property or which could prevent Seller from performing its obligations under this Contract. Notwithstanding the foregoing, (i) Seller hereby discloses to Purchaser that Seller is currently involved in property tax protest litigation with Bexar County concerning the Property for the years 2024 and 2025 and (ii) Seller shall have the right, prior to Closing, to initiate and pursue a property tax protest and related litigation concerning the Property for the tax year of Closing as necessary or advisable in Seller's commercially reasonable discretion. Seller shall control all such protests and related litigation at all times before Closing.

(d) No Leases. Except as may be set forth in the Permitted Exceptions, no leases affect the Property as of the Effective Date and none will affect any portion of the Property at Closing.

(e) Condemnation. Seller has received no notice of and, to the knowledge of Seller, there is no pending or threatened, condemnation or similar proceedings affecting the Property.

If between the Effective Date and the Closing, Purchaser or Seller discovers any information which causes any of Seller's representations and warranties set forth in this Section 6 to become inaccurate or misleading in any material respect and Seller fails to cure such inaccuracy within such five (5) business days after notice to Seller thereof, Seller shall not be in default hereunder, and such party shall promptly notify the other party in writing of such new information ("**Updated Representation**"), whereupon Purchaser shall as its sole and exclusive alternative remedies have the right to terminate this Contract within ten (10) days of receipt of notice of such Seller notice (and Closing shall be extended in order to provide Purchaser such ten (10) day period) by giving written notice of termination to Seller within said period, whereupon the Earnest Money shall be promptly returned to Purchaser, and the parties shall have no further obligations hereunder other than the Surviving Obligations. If Purchaser does not timely exercise such termination right, Purchaser shall proceed to Closing, in which event Seller's representations and warranties shall be deemed to have been modified to reflect the Updated Representation. Notwithstanding the foregoing, if the Updated Representation is caused by an intentional breach by Seller of Seller's representations and warranties under this Agreement, Purchaser shall have the rights set forth in Section 14 below. The representations, warranties, covenants and agreements contained herein shall not merge into the Deed or other documents contemplated by this Contract to be executed by the parties at Closing and shall survive Closing for a period of six (6) months from the Closing Date. Seller shall indemnify and hold Purchaser harmless from and against any and all claims, demands, liabilities, liens, costs, expenses, penalties, damages and losses including without limitation reasonable attorneys' fees and costs suffered by Purchaser after Closing as a result of any breach of warranty or representation made by Seller in this Section 6, up to a maximum of $100,000 in the aggregate.

All of the representations and warranties contained in this Section 6, as the same may be modified by the prior paragraph, are made by Seller both as of the date hereof and as of the date of the Closing hereunder. As used herein, "Seller's knowledge" or words of similar import shall refer only to the actual knowledge of Jackson Simons, without inquiry, and shall not be construed to refer to the knowledge of any other person, or to impose or have imposed upon such person any duty to investigate the matters to which such knowledge, or the absence thereof, pertains. Seller represents to Purchaser that Jackson Simons is the individual that is most knowledgeable to provide the representations and warranties of Seller under this Section 6. There shall be no personal liability on the part of such person arising out of any of Seller's warranties set forth in this Section 6.

7. AS IS. AS A MATERIAL PART OF THE CONSIDERATION FOR THE CONTRACT AND EXCEPT FOR THE SPECIAL WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED TO PURCHASER BY SELLER AT CLOSING AND THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE BY SELLER AS SET FORTH IN SECTION 6 OF THIS CONTRACT (COLLECTIVELY, THE "**EXPRESS WARRANTIES**"), SELLER AND PURCHASER AGREE THAT PURCHASER IS TAKING THE PROPERTY "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY SELLER THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT, WITH THE EXCEPTION OF THE EXPRESS WARRANTIES, PURCHASER IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, SELLER OR ANY OF ITS PASTORS, STAFF, OFFICERS, TRUSTEES, MEMBERS, AGENTS, EMPLOYEES OR REPRESENTATIVES; ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY DISCLAIMED, BUT PURCHASER IS INSTEAD RELYING SOLELY AND EXCLUSIVELY UPON PURCHASER'S OWN EXPERIENCE AND INDEPENDENT JUDGMENT, INSPECTION, EVALUATION AND EXAMINATION OF THE PROPERTY (INCLUDING INSPECTION, EVALUATION AND EXAMINATION BY ANY THIRD PARTIES UTILIZED, RETAINED OR CONSULTED BY PURCHASER). PURCHASER TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THAT, WITH THE EXCEPTION OF THE EXPRESS WARRANTIES, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES. PURCHASER EXPRESSLY WARRANTS AND REPRESENTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT EXPRESSED IN THE CONTRACT HAS BEEN MADE TO PURCHASER AND PURCHASER HEREBY DISCLAIMS ANY RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. THIS AS IS SECTION WAS FREELY NEGOTIATED AND PLAYED AN IMPORTANT PART IN THE BARGAINING PROCESS FOR THE CONTRACT. PURCHASER HEREBY AGREES TO ACCEPT THE PROPERTY "AS IS, WHERE IS". PURCHASER ACKNOWLEDGES THAT PURCHASER HAS SOUGHT AND HAS RELIED UPON THE ADVICE OF PURCHASER'S OWN LEGAL COUNSEL CONCERNING THIS SECTION 7. THIS SECTION 7 SHALL SURVIVE CLOSING.

8. Closing. The closing ("**Closing**") hereunder shall take place at the offices of the Title Company on the thirtieth (30th) day following the end of the Inspection Period (the "**Closing Date**"), provided that Purchaser may extend the Closing Date for up to two (2) periods of thirty (30) days each by advising Seller thereof in writing at least seven (7) days prior to the then-current Closing Date and depositing with the Title Company, on or before such notice date, the sum of Twenty-Five Thousand and 00/100 Dollars ($25,000.00) for each extension (each, a "**Closing Extension Fee**"). The Closing Extension Fees shall be non-refundable to Purchaser, shall be immediately released to Seller upon deposit, and shall be applicable to the Purchase Price at Closing.

9. Seller's Obligations at Closing. At the Closing, Seller shall furnish or deliver to Purchaser, or cause to be furnished or delivered to Purchaser the following:

(a) Deed. A special warranty deed covering the Property (the "**Deed**"), duly signed and acknowledged by Seller, which Deed shall be in the form of Exhibit B attached hereto, and shall convey to Purchaser good and indefeasible fee simple title to the Property free and clear of all liens, rights-of-way, easements, leases, and other matters affecting title to the Property, except for the Permitted Exceptions.

(b) Title Policy. An Owner's Policy of Title Insurance (the "**Title Policy**") issued by the Title Company, on the form promulgated by TLTA, insuring good and indefeasible fee simple title to the Property in the Purchaser, in the amount of the Purchase Price, subject only to the Permitted Exceptions.

(c) Non-Foreign Affidavit. A non-withholding statement that will satisfy the requirements of Section 1445 of the Internal Revenue Code so that Purchaser is not required to withhold any portion of the purchase price for payment to the Internal Revenue Service.

(d) Evidence of Authority. Such evidence or other documents as may be reasonably required by the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property.

(e) Possession. Exclusive possession of the Property, subject to the Permitted Exceptions.

(f) Tax Certificates. Tax certificates showing there are no delinquent taxes affecting the Property as of the Closing Date.

(g) Assignment and Transfer of Utility Capacity. That certain Partial Assignment and Transfer of Utility Capacity in the form of Exhibit C attached hereto, evidencing the assignment and transfer to Purchaser of water and wastewater utility capacity from the San Antonio Water System equal to 70 water LUEs and 70 wastewater LUEs ("**Utility Capacity**").

(h) Other Documents. Such other documents as the Title Company may reasonably require to consummate this transaction.

10. Purchaser's Obligations at Closing. At the Closing, Purchaser shall deliver to Seller, the following:

(a) Purchase Price. The Purchase Price.

(b) Evidence of Authority. Such evidence or other documents that may be reasonably required by the Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of Purchaser in connection with the purchase of the Property.

(c) Assignment and Transfer of Utility Capacity. That certain Partial Assignment and Transfer of Utility Capacity in the form of Exhibit C attached hereto.

(d) Other Documents. Such other documents as the Title Company may reasonably require to consummate this transaction.

11. Costs and Adjustments.

(a) Taxes. All ad valorem taxes levied or assessed against the Property by the city, county, state or other taxing authority shall be prorated between Purchaser and Seller as of the Closing Date on the basis of the latest available tax assessments. The apportionment of taxes shall be upon the basis of the tax rate for the last preceding year (if the current year's statements are not available) applied to the latest assessed valuation, and adjustments in prorations shall be made if necessary upon receipt of the tax statements for the year of Closing, and both parties agree that payment of the amount of such adjustments shall be made within thirty (30) days of receipt of tax statements for the year of Closing. In the event the Property is assessed for property tax purposes at such rates as would result in "roll-back" taxes upon the change in land usage or ownership of the Property, subsequent to Closing, Purchaser agrees to pay all such taxes and indemnify and save Seller harmless from and against any and all claims and liabilities for such taxes, which obligation shall survive Closing.

(b) Closing Costs. Seller shall pay the following costs and expenses in connection with the Closing: (i) The costs of the preparation of the Deed and other documents to be delivered by Seller; (ii) one-half (1/2) of the escrow fees of the Title Company; (iii) Seller's share of the prorations set forth herein; (iv) the standard owner's title policy premium for the Title Policy; and (v) the Commission (as defined below). Purchaser shall pay the following costs and expenses in connection with the Closing: (i) the cost to record the Deed; (ii) one-half (1/2) of the escrow fees of the Title Company, and the recording costs of the Deed; (iii) the cost of the Survey; (iv) all costs incurred, if any, in connection with Purchaser's financing of any portion of the Purchase Price; (v) Purchaser's share of the prorations set forth herein; and (vi) the cost attributable to any endorsement which Purchaser requests to the Title Policy, including the modification of the survey exception. Seller and Purchaser shall each be responsible for the fees and expenses of their respective attorneys.

(c) Other Income and Expenses. All other income and ordinary operating expenses for or pertaining to the Property, including, but not limited to, public utility charges, maintenance and service charges and all other normal operating charges of the Property shall be prorated as of the Closing Date; provided that Purchaser shall not be obligated for payments under any management, service or other contractual agreements affecting the Property (except as set forth in the Documents or Permitted Exceptions) and the same shall be terminated at or prior to Closing unless Purchaser expressly elects to assume the same.

(d) Adjustments. In the event any adjustments pursuant to this Section 11 are determined to be erroneous, then either party hereto who is entitled to additional monies shall invoice the other party for such additional amounts as may be owing, and such amounts shall be paid within thirty (30) days from the receipt of any such invoice; provided that no amounts may be so billed following the expiration of one (1) year after the date of Closing. Nothing contained in this subparagraph shall prevent either party from disputing any claim made by the other party that an adjustment made at Closing was erroneous, so long as such claim is made within one (1) year following Closing. This paragraph shall survive Closing.

12. Condemnation. In the event of any eminent domain taking of a material portion of the Land or the issuance of a notice of an eminent domain taking of a material portion of the Land prior to Closing, Purchaser shall have the right to terminate this Contract by giving written notice of such termination to Seller, whereupon this Contract shall be terminated, the Earnest Money shall be refunded to Purchaser, and thereafter neither Seller nor Purchaser shall have any continuing rights or

obligations hereunder, other than the Surviving Obligations. Purchaser must exercise its termination right within thirty (30) days after its receipt of written notice from Seller (but in no event later than Closing) advising of such taking or proposed taking, which notice Seller hereby agrees to give promptly upon notice of such taking or proposed taking. If Purchaser does not elect to terminate this Contract, Purchaser shall be obligated to consummate this transaction, subject to satisfaction of the conditions set forth herein, for the full Purchase Price (subject to the other provisions hereof) and Purchaser shall be entitled to receive all eminent domain awards attributable to the Land and Seller shall assign to Purchaser at Closing Seller's rights to such awards. As used herein, a "material portion of the Land" shall mean 5% or more of the developable portion of the Land.

13. Notices. All notices, demands or other communications of any type given by the Seller to the Purchaser, or by the Purchaser to the Seller, whether required by this Contract or in any way related to the transaction contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this Section 13. All notices shall be in writing and delivered to the person to whom the notice is directed, either in person, by e-mail, overnight delivery service, or by mail as a registered or certified item, return receipt requested. Notices delivered by mail shall be deemed given upon the date when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in an envelope with proper postage affixed, and notices delivered by other means shall be effective when received by the party to whom the same is addressed, and such notices shall be addressed as follows:

Seller:
Loop 1604 Investments, LP
c/o OHT Development South, LLC
10497 Town and Country Way
Suite 820
Houston, Texas 77024
Attn: Jackson Simons
Email: jsimons@ohtpartners.com

--and--

Loop 1604 Investments, LP
c/o OHT Partners, LLC
901 S. Mopac Expressway
Building III, Suite 500
Austin, Texas 78746
Attn: Stephen Bedell
Email: stephen@ohtpartners.com

With a copy to: Christopher K. Bell, Esq.
806 West 10th Street, Suite B
Austin, Texas 78701
Email: cbell@cbell-law.com

Purchaser:
BASIS Texas Charter Schools, Inc.
404 East Ramsey, Suite 106
San Antonio, TX 78216

Attention: ______________________
Email: _________________________

14. Remedies. In the event that Seller fails to timely comply with all conditions, covenants and obligations hereunder or if any of the representations and warranties of Seller contained herein are untrue, as such representations and warranties may have been modified as set forth in Section 6, such failure or misrepresentation shall be an event of default by Seller and Purchaser, as its sole and exclusive remedies, shall be entitled to: (i) terminate this Contract by providing written notice of such termination to Seller, whereupon this Contract shall be terminated, the Earnest Money shall be refunded to Purchaser, and thereafter neither Seller nor Purchaser shall have any continuing rights or obligations hereunder other than Purchaser's Surviving Obligations, or (ii) pursue specific performance of this Contract.

In the event that Purchaser fails to timely comply with all conditions, covenants and obligations it has hereunder, except due to a default by Seller, such failure shall be an event of default by Purchaser and Seller, as its sole and exclusive remedy, shall be entitled to terminate this Contract and receive from the Title Company the Earnest Money as liquidated damages. The Earnest Money is agreed upon by and between the Seller and Purchaser as liquidated damages due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof, and no other damages, rights or remedies shall in any case be collectible, enforceable or available to the Seller against Purchaser, and the Seller shall accept the Earnest Money as the Seller's total damages and relief, Seller hereby waiving any other rights or remedies to which it may otherwise be entitled, other than rights and remedies to enforce Purchaser's Surviving Obligations.

15. Miscellaneous.

(a) Interpretation and Applicable Law. This Contract shall be construed and interpreted in accordance with the laws of the State of Texas. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms "successors and assigns" shall include the heirs, administrators, executors, successors and permitted assigns, as applicable, of any party hereto. Time is of the essence in this Contract in all respects.

(b) Amendment. This Contract may not be modified or amended, except by an agreement in writing signed by the Seller and the Purchaser. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions and obligations.

(c) Attorneys' Fees. In the event it becomes necessary for either party to file a suit to enforce this Contract or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

(d) Descriptive Headings. The descriptive headings of the several paragraphs contained in this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

(e) Entire Agreement. This Contract (and the items to be furnished in accordance herewith) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract.

(f) Multiple Originals and Counterparts. Numerous copies of this Contract may be executed by the parties hereto, either together or in counterparts. Each such executed copy or, if signed in counterparts, both such counterparts shall have the full force and effect of an original executed instrument. The parties acknowledge and agree that signatures hereto may be sent via DocuSign, facsimile or email transmission in portable document format (PDF) and same shall be deemed originals and have the same force and effect as if it were an original.

(g) Real Estate Commission. If and only if this transaction closes, Seller shall pay a brokerage commission ("**Commission**") at Closing to InSite EFS, LLC ("**Purchaser's Broker**") equal to three percent (3%) of the Purchase Price and to First American Commercial Property Group ("**Seller's Broker**") pursuant to separate agreement. Except for the Commissions from Seller to the Brokers as provided above, each party hereby represents and warrants that it has not entered into any agreements which could give rise to a real estate commission being owed as a result of this Contract, and each party hereby indemnifies and agrees to hold the other party harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' fees) resulting to the other party by reason of any brokerage fees or claims by brokers, arising out of any agreement entered into by such party in connection with the Property. Notwithstanding anything to the contrary contained herein, the indemnities set forth in this Section 15(g) shall survive the Closing for a period of one (1) year.

(h) Confidentiality. The parties agree that they shall not, without the prior written consent of the other party, make any public announcement about the purchase and sale transaction contemplated hereby or disclose any of the terms, conditions, or provisions hereof, including, without limitation, the Purchase Price, and Purchaser agrees that it shall not, without the prior written consent of Seller, disclose the results of any inspection, test, survey, or study conducted by Purchaser pursuant to this Contract or disclosed in the Documents delivered by Seller unless required by law. Notwithstanding anything to the contrary contained herein, a party may disclose such information to a party's respective counsel, consultants, lenders, and other advisors engaged to help such party in connection with the sale of the Property pursuant to this Contract (collectively, the "**Permitted Parties**"), on a need-to-know basis, provided such Permitted Parties are advised of the confidentiality and nondisclosure obligations set forth hereunder. Each party agrees to indemnify and hold the other party harmless from and against any loss, injury, damage, claim, lien, cost or expenses, including attorneys' fees, arising from a breach of the foregoing confidentiality agreement. The covenants set forth in this Section 15(h) shall survive the termination or closing of this Contract for a period of one (1) year.

(i) Assignment. Purchaser may, at its option, assign this Contract to any related person or entity. Any other assignment of this Contract shall require the prior written approval of Seller, which approval may be withheld by Seller in its sole discretion.

(j) Tax Deferred Exchange.

(1) Purchaser's Potential Exchange. If Purchaser requests, Seller shall cooperate with Purchaser in effecting Purchaser's exchange under §1031 of the Code pursuant to which Purchaser will acquire the Property; provided, however, (i) the exchange shall be at no expense to Seller; (ii) the exchange shall not delay the Closing Date for transfer of the Property; and (iii) Seller shall not be required to acquire title to any proposed exchange properties or to incur any liability to accommodate Purchaser's exchange. Purchaser shall indemnify, defend and hold Seller harmless from and against any and all claims, demands, costs and expenses which Seller may sustain or incur resulting from the consummation of the transfer of the Property as a §1031 exchange rather than a sale.

(2) Seller's Potential Exchange. If Seller requests, Purchaser shall cooperate with Seller in effecting Seller's exchange under §1031 of the Code pursuant to which Seller will sell the Property; provided, however, (i) the exchange shall be at no expense to Purchaser; (ii) the exchange shall not delay the Closing Date for transfer of the Property; and (iii) Purchaser shall not be required to acquire title to any proposed exchange properties or to incur any liability to accommodate Seller's exchange. Seller shall indemnify, defend and hold Purchaser harmless from and against any and all claims, demands, costs and expenses which Purchaser may sustain or incur resulting from the consummation of the transfer of the Property as a §1031 exchange rather than a sale.

(k) Effective Date. All references in this Contract to the "**Effective Date**", the "date hereof", or the "date of this Contract" shall mean the date upon which the Title Company acknowledges receipt of this Contract as set forth below.

(l) Legal Holidays. The term "business day" as used in this Contract means Mondays through Fridays, except federal legal holidays. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Contract falls on a day that is not a business day, then such date shall be extended to the next following business day.

(m) Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

(n) Authority. Purchaser represents, warrants and covenants to Seller that Purchaser has the full right, power, legal capacity and authority to enter into this Contract and consummate the transaction contemplated by this Contract.

[Signature Page to Follow]

EXECUTED to be effective as of the Effective Date.

SELLER:

LOOP 1604 INVESTMENTS, LP,
a Texas limited partnership

By: Loop 1604 Investments GP, LLC, a Texas limited liability company, its general partner

By:________________________________
Name: ________________________________
Title: Manager

PURCHASER:

BASIS TEXAS CHARTER SCHOOLS, INC., a Texas non-profit corporation

By: ________________________________
Name: ________________________________
Title: ________________________________

RECEIPT OF ONE (1) EXECUTED COUNTERPART OF THIS CONTRACT IS HEREBY ACKNOWLEDGED:

TITLE COMPANY:

HERITAGE TITLE COMPANY OF AUSTIN, INC.

By: ______________________________
Name: ______________________________
Its: ______________________________

Date: ______________________________

EXHIBIT "A"
DESCRIPTION OF THE PROPERTY

A 9.067 acre, or 394,964 square feet more or less, tract of land, comprised of all of Lots 6 thru Lot 11, Block 2, out of the Fischer 60.91 acres Subdivision recorded in Volume 9563, Page 185-188 of the Deed and Plat Records of Bexar County, Texas, SAVE AND EXCEPT that 0.010 of an acre of Lot 10 dedicated to the City of San Antonio for Street right-of-way as recorded in Volume 16987, Page 1313 of the Official Public Records of Real Property of Bexar County, Texas, in New City Block 17727 of the City of San Antonio, Bexar County, Texas. Said 9.067 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

BEGINNING: At a found TxDot Monument (Type II) at the intersection of the north right-of-way line of F.M. Loop 1604, a variable width right-of-way, the west right-of-way line of Bulverde Road, a variable width right-of-way, and being the southeast corner of said Lot 10;

THENCE: With the north right-of-way line of said F.M. Loop 1604, the south line of said Lots 6 thru 10 the following bearings and distances:

N 82°32'02" W, a distance of 230.49 feet to a found TxDot Monument (Type II);

S 84°56'14" W, a distance of 150.00 feet to a found TxDot Monument (Type II);

S 79°53'41" W, a distance of 559.16 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson" for the southwest corner of said Lot 6, the southeast corner of Overlook Loop, a 70-foot public right-of-way, unimproved, dedicated in said Fischer 60.91 Acres Subdivision;

THENCE: Departing the north right-of-way line of said F.M. Loop 1604, with the east right-of-way line of said Overlook Loop, the west line of said Lot 6 and Lot 11, the following bearings and distances:

N 50°02'57" W, a distance of 64.20 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

N 00°00'24" E, a distance of 339.99 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

Northeasterly, along a tangent curve to the right, said curve having a radius of 465.00 feet, a central angle of 27°56'05", a chord bearing and distance of N 13°58'27" E, 224.47 feet, for an arc length of 226.71 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

N 27°56'29" E, a distance of 15.42 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson" for the northwest corner of said Lot 11, the southwest corner of Lot 12, Block 2 of said Fischer 60.91 Acres Subdivision;

THENCE: S 62°03'31" E, departing the east right-of-way line of said Overlook Loop, with the south line of said Lot 12, the north line of said Lots 7 and 8, a distance of 420.82 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

THENCE: S 89°59'37" E, with the south line of said Lot 12, the north line of said Lots 8, 9 and 10, a distance of 556.53 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson" on the west right-of-way line of said Bulverde Road, the northwest corner of said 0.010 acre tract

THENCE: S 12°16'56" E, with the west right-of-way line of said Bulverde Road, the east line of said 0.010 acre tract, a distance of 108.96 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson" at the south corner of said 0.010 acre tract and the east line of said Lot 10;

THENCE: S 04°58'15" E, with the east line of said Lot 10, the west right-of-way line of said Bulverde Road, a distance of 138.56 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

THENCE: S 27°50'33" W, continuing with the east line of said Lot 10, the west right-of-way line of said Bulverde Road, a distance of 101.24 feet to the POINT OF BEGINNING, and containing 9.067 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 11134-00 by Pape-Dawson Engineers, Inc.

EXHIBIT "B"
FORM OF SPECIAL WARRANTY 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 PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE

SPECIAL WARRANTY DEED

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

THAT LOOP 1604 INVESTMENTS, LP, a Texas limited partnership (***"Grantor"***), for and in consideration of the sum of Ten Dollars ($10.00) cash and other good and valuable consideration paid by ________________ a ______________ (***"Grantee"***), whose mailing address is ______________________________, HAS GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents DOES GRANT, BARGAIN, SELL and CONVEY unto Grantee all that certain land situated in Bexar County, Texas, and described on **Exhibit "A"** which is attached hereto and incorporated herein by reference for all purposes, together with all appurtenances thereon or in anywise appertaining thereto and all buildings, structures, fixtures and improvements located thereon (said land, improvements and appurtenances being herein together referred to as the "Property").

This conveyance is made subject to the Permitted Exceptions set forth in **Exhibit "B"** hereto, to the extent the same are valid and subsisting and affect the Property, and ad valorem taxes assessed against the Property for the calendar year in which this conveyance becomes effective (which have been prorated between Grantor and Grantee as of the date hereof and which are hereby assumed by Grantee) and all subsequent years.

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's heirs, legal representatives, successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's heirs, legal representatives, successors and assigns to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's heirs, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject, however, as aforesaid.

For the same consideration, Grantor hereby GRANTS, BARGAINS, SELLS and CONVEYS, without warranty express or implied, all right, title and interest of Grantor, if any, in and to any and all appurtenances, strips or gores, roads, easements, streets, alleys, drainage facilities and rights of way bounding the Property; all water rights, mineral rights, licenses, permits, entitlements, bonds, if any, and all other rights and benefits appurtenant to the Property; and all rights of ingress and egress to and from the Property.

Except for the special warranty of title contained herein, and except as expressly stated in that certain Real Estate Contract of Sale ("Contract") dated _______________, 2026 between Grantor and Grantee's predecessor in interest, but subject to the limitations contained in the Contract (the "Express Warranties"), Grantor hereby specifically disclaims any warranty, guaranty, or representation, oral or written; past, present or future, of, as to, or concerning (i) the nature and condition of the Property, including but not by way of limitation, the water, soil, geology and the suitability thereof, and of the Property, for any and all activities and uses which Grantee may elect to conduct 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; (ii) the manner of construction and condition and state of repair or lack of repair of any improvements located thereon; (iii) the nature and extent of any easement, right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iv) the compliance of the Property or the operation of the Property with any laws, rules, ordinances, or regulations of any government or other body. EXCEPT FOR THE EXPRESS WARRANTIES, IN CONNECTION WITH THE CONVEYANCE OF THE PROPERTY, 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 AND USES WHICH GRANTEE MAY CONDUCT THEREON, COMPLIANCE BY THE PROPERTY WITH ANY LAWS, RULES, 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 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. Grantee hereby accepts the Property with the Property being in its present AS IS condition WITH ALL FAULTS.

[Remainder of page intentionally left blank]

EXECUTED this ______ day of ___________________, 202____.

GRANTOR:

[Signature and Notary Blocks To Be Inserted]

EXHIBIT "C"
FORM OF UTILITY CAPACITY ASSIGNMENT

PARTIAL ASSIGNMENT AND TRANSFER OF UTILITY CAPACITY

THIS PARTIAL ASSIGNMENT AND TRANSFER OF UTILITY CAPACITY (this "Assignment") is made and entered into as of __________________ ____, 202___, by and between OHT PARTNERS, LLC, a Texas limited liability company (f/k/a Oden Hughes, LLC) ("Assignor"), and _________________________ ("Assignee").

RECITALS

WHEREAS, Loop 1604 Investments, LP, a Texas limited partnership ("Grantor"), has of even date herewith conveyed to Assignee that certain approximately 9.067-acre tract of real property located in San Antonio, Bexar County, Texas and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"), which Assignee intends to develop for commercial purposes (the "Project"). The Property is part of a larger tract of development land owned by Grantor, its affiliates and/or their respective successors at the Northwest corner of Bulverde Road and Loop 1604 in the City of San Antonio, Bexar County, Texas (the "Master Development") and more particularly described in the USA (as hereinafter defined).

WHEREAS, pursuant to that certain Utility Service Agreement dated June 14, 2018, by and between Assignor and the San Antonio Water System Board of Trustees (SAWS) acting by and through its President / Chief Executive Officer, recorded under Document No. 20180115359 of the Official Public Records of Bexar County, Texas, for water supply and the collection and treatment of wastewater generated from the Master Development ("USA"), Assignor holds certain water and wastewater capacity rights benefitting the Master Development, quantified in terms of "EDUs" (Equivalent Dwelling Units). Assignor is an affiliate of Grantor and benefits from Grantor's conveyance of the Property to Assignee.

WHEREAS, in connection with conveyance of the Property to Assignee and Assignee's intended development of the Project, Assignor desires to convey and assign to Assignee, and Assignee desires to assume and accept for the Property, a portion of the water supply and wastewater discharge capacity EDUs allocated to the Master Development.

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Partial Assignment of Water Supply and Wastewater Discharge Capacity. Assignor hereby assigns, transfers and conveys to Assignee, without recourse, seventy (70) EDUs of water service and seventy (70) EDUs of wastewater service under the USA (together, the "Assigned Capacity"). Assignor hereby represents and warrants that, subject to the terms of the USA, it has the right to assign the Assigned Capacity to Assignee. The Assigned Capacity expressly excludes all water and wastewater impact fee credits owed to Grantor, Assignor or their respective affiliates by SAWS in connection with the USA.

2. Assumption; Release. Assignee hereby accepts the Assigned Capacity and assumes all of Assignor's rights and obligations arising on or after the date hereof in connection therewith. Assignee shall be solely responsible for payment of all impact and meter fees attributable to the Project. Except for Assignor's express representations set forth in this Agreement, Assignee agrees that it hereby waives, releases and discharges any claim it has, might have had or may have against Assignor or Grantor with respect to any and all obligations, expressed or implied, relating to the USA.

3. **AS IS, WHERE IS, WITH ALL FAULTS. THIS ASSIGNMENT OF ASSIGNOR'S RIGHTS, TITLE AND INTEREST IN THE ASSIGNED CAPACITY TO ASSIGNEE IS MADE "AS IS, WHERE IS, AND WITH ALL FAULTS", AND ASSIGNOR MAKES NO AND DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION THEREWITH, INCLUDING FITNESS OF SUCH ASSIGNED CAPACITY FOR ANY PURPOSE.**

4. Assignee's Covenants. Notwithstanding anything herein to the contrary, upon completion of Assignee's initial development of the Project with all utility meters set, Assignee agrees to assign, transfer and convey back to Assignor, at no cost to Assignor, any such Assigned Capacity that is not needed for such development, as evidenced by the Impact Fee Statement(s) issued by SAWS for the Project, copies of which Assignee will deliver to Assignor upon receipt along with proof of payment thereunder at the address of Grantor.

5. Binding Effect; Assignment. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. Counterparts. This Assignment may be executed in any number of facsimile or original counterparts, provided each of the parties hereto executes at least one such counterpart; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

ASSIGNOR:

OHT PARTNERS, LLC, a Texas limited liability company

By: Oden Manager, LLC, a Texas limited liability company, its manager

By: ______________________________________
Name: ____________________________________
Title: Manager

ASSIGNEE:

____

By: ______________________________________
Name: ____________________________________
Title: _____________________________________

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of __________________, 202___, by ___________________________________, Manager of Oden Manager, LLC, a Texas limited liability company, the manager of OHT Partners, LLC, a Texas limited liability company, on behalf of said company.

Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of __________________, 202___, by ___________________________________, ___________________________________, on behalf of said ___________________________________.

Notary Public in and for the State of Texas

EXHIBIT A TO PARTIAL ASSIGNMENT