

Date: October 28, 2020

Banyan Drake Lofts PO, LLC
2411 3rd Street, Unit E
Santa Monica, California 90405
Attn: Ben Brosseau

County: Harris
Highway No.: IH 45
Location: 610 St. Emanuel St.
Project No.: N/A
ROW CSJ No.: 0500-03-608
District: Houston
Parcel No.: 406/423/429

Ladies and Gentlemen:

You have indicated a willingness to sign a deed for your property which consists of The Lofts at the Ballpark located at 610 Saint Emmanuel Street, Houston, Harris County, Texas, as more particularly described on Exhibit A attached hereto (the “**Property**”).

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the Texas Department of Transportation (TxDOT) will make payment. The payment of ONE HUNDRED SIX MILLION FIVE HUNDRED NINETY-NINE THOUSAND THREE HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$106,599,385.00) (the “**Purchase Price**”) as herein agreed will constitute full payment to be made by TxDOT for the Property to be conveyed to the State.

TxDOT and the Owner have agreed to the following provisions:

1. On or before November 15, 2020 (the “**Effective Date**”) Owner and TxDOT shall execute a Possession and Use Agreement (the “**PUA**”), in form and substance mutually acceptable to the parties. Simultaneously with the execution of the PUA, TxDOT shall pay to Owner the sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) as an incentive payment.
2. The sale of the Property shall be closed through Charter Title Company located at 1717 West Loop South, 12th Floor, Houston, Texas, 77027, Attn: Susan Simmons, Phone: (713) 966-4837 (the “**Escrow Agent**”).
3. On or before January 15, 2021, but no earlier than January 1, 2021, (a) Owner shall deposit with the Escrow Agent a Special Warranty Deed, duly executed and notarized on behalf of Owner, conveying the Property to TxDOT (the “**Deed**”); and (b) TxDOT shall deposit with the Escrow Agent immediately available funds in the amount of FORTY-FOUR MILLION THREE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$44,310,000.00) (the “**Escrowed Funds**”).
4. Within one (1) business day after Escrow Agent has confirmed receipt of the Escrowed Funds, and provided that Owner is not in material default under the terms of the PUA, the Escrow Agent will release the Escrowed Funds to Owner as a non-refundable earnest money deposit (the “**Earnest Money Deposit**”). The Earnest Money Deposit shall be non-refundable, except in the case of a default by Owner in consummating the closing of sale of the Property.
5. The closing of the sale of the Property (the “**Closing**”) shall occur on June 15, 2021 (the “**Closing Date**”) at the offices of the Escrow Agent, at which time TxDOT shall deposit with the Escrow

Agent immediately available funds in the amount of the total Purchase Price less the Earnest Money Deposit – i.e., SIXTY-TWO MILLION TWO HUNDRED EIGHTY-NINE THOUSAND THREE HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$62,289,385.00) (the “**Purchase Price Remainder**”). At the Closing, the Purchase Price Remainder will be released to Owner and the Deed will be recorded.


Until the Closing, title and possession of the Property remains with Owner. Owner shall bear all risk of loss to any and all such property prior to the Closing. Upon deposit of the Escrowed Funds, Owner and TxDOT will commence relocation activities for tenants of the Property in conformity with the Uniform Relocation Assistance and Real Property Acquisition Act.

The payment of the amount herein stated and the other terms provided constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue under the State’s Relocation Assistance Program and the mutual benefits to be derived by you and TxDOT from the signing of this agreement and the PUA.

The State, without cost to the Owner, will pay the cost of recording all instruments conveying title to the State.

It is suggested that you carefully review the proposed Right of Way Deed and satisfy yourself (selves) as to its provisions. With your signing of this agreement and deposit of the Deed, the State will proceed with the issuance of a State warrant which will be made out to the Escrow Agent.


Sincerely,

DocuSigned by:

 10/29/2020
 4B9D4E694F1A4F8
 Right of Way Manager, Houston District
 Texas Department of Transportation

I (We) fully understand the Texas Department of Transportation proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled “*Relocation Assistance*.”

I (We) understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction and agree that my (our) execution of the Right of Way Deed is based on this understanding.

BANYAN DRAKE LOFTS PO, LLC,
 a Delaware limited liability company

By: 
 Ben Brosseau, Manager

October 28, 2020

Date