



THE CLOWER CO.

Realtors | Developers | Management

Commercial • Industrial • Retail

415 STARR ST.

P.O. BOX 2525

CORPUS CHRISTI, TEXAS 78403

361.880.4111 c. 361.880.4118 f.

August 16th, 2018

Mr. Rudy Bentancourt, MPA, CPM
Director, Housing & Community Development
City of Corpus Christi
1201 Leopard St.
Corpus Christi, Texas 78401

RE: Agenda Memorandum – Ward Building

Mr. Bentancourt:

Thank you for the meeting yesterday with Tim Clower concerning the amendments that were made to the purchase offer that The Clower Company submitted to the City of Corpus Christi for the Ward Building. Again, the changes that were made to the purchase offer are as followed:

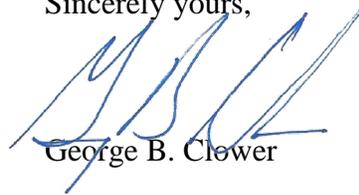
- 1.) Page 4 - Item 7B. Feasibility Period: Changed from forty-five (45) days to twenty-one (21) days;
- 2.) Page 7 – 10A. Closing: Changed from forty-five (45) days to fifteen (15) days;
- 3.) Page 8 – 12. Special Provisions: No later than one hundred and eighty (180) days after the Closing Date, Buyer shall commence demolition of the existing Ward building, not including the existing parking lot. If demolition has not commenced prior to the one hundred and eighty (180) days after Closing, then Seller may purchase the property back from Buyer for \$185,000.00.

The present agenda memorandum currently has the original Feasibility and Closing dates of forty-five (45) days and does not show the amended dates.

Tim Clower did met with John Bell on Tuesday the 14th of August and provided him with the amended contract pages with the revised dates. I have attached the revised pages to this letter.

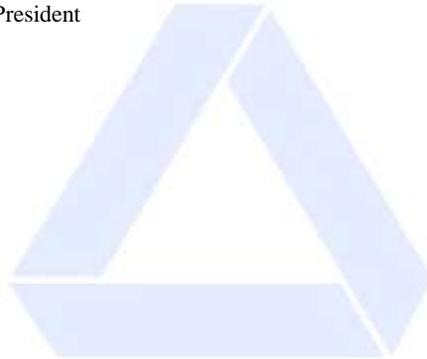
If you have any questions or comments, please feel free to contact me at your earliest convenience.

Sincerely yours,



George B. Clower

cc: Corpus Christi Housing Finance Corporation
Board of Directors
Rudy Garza, President
Michael T. Hunter, Vice President
Lucy Rubio
Paulette Guajardo
Debbie Lindsey-Opel
Joe A. McComb
Ben Molina
Everett Roy
Greg Smith
John Bell
Leticia Kanmore



THE CLOWER CO.
Brokerage • Development • Management

Ward Bldg

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: N/A

B. Feasibility Period: Buyer may terminate this contract for any reason within 21/30 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

□ (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

□ (2) Not later than 3 days after the effective date, Buyer must pay Seller \$ N/A as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments: ONLY IF UTILITIES ARE PRESENTLY AVAILABLE.

(3) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
(c) abide by any reasonable entry rules or requirements of Seller;
(d) not interfere with existing operations or occupants of the Property; and
(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer: (Check all that apply.)

(TAR-1801) 4-1-14 Initialed for Identification by Seller and Buyer

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

(1) ~~15~~ ^{15 TC} days after the expiration of the feasibility period.

N/A (specific date).

N/A

(2) 7 days after objections made under Paragraph 6D have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

(1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;

(2) without any assumed loans in default; and

(3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

(1) tax statements showing no delinquent taxes on the Property;

(2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;

(3) an assignment of all leases to or on the Property;

(4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:

(a) licenses and permits;

(b) maintenance, management, and other contracts; and

(c) warranties and guaranties;

(5) a rent roll current on the day of the closing certified by Seller as true and correct;

(6) evidence that the person executing this contract is legally capable and authorized to bind Seller;

(7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and

(8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

E. At closing, Buyer will:

(1) pay the sales price in good funds acceptable to the title company;

(2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;

(3) sign and send to each tenant in the Property a written statement that:

(a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and

(b) specifies the exact dollar amount of the security deposit;

Commercial Contract - Improved Property concerning Word Bldg
(4) sign an assumption of all leases then in effect; and
(5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. **POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. **SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

It is understood Buyer's plans for the subject property is to demo the existing word building & develop a parking lot.

Subject property is being sold "as is where is" after further inspections by Buyer during feasibility period mentioned herein. Buyer *[Signature]*

Buyer will begin demolition within 8/16/18 6 months or sooner & to assure the seller of the beginning of demolition IF NOT begun as stated herein, seller may repurchase said property for the purchase price of \$185,000.00.

13. **SALES EXPENSES:** Property for the purchase price of \$185,000.00.

- A. **Seller's Expenses:** Seller will pay for the following at or before closing:
- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates;
 - (4) preparation of the deed and any bill of sale;
 - (5) one-half of any escrow fee;
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.

- B. **Buyer's Expenses:** Buyer will pay for the following at or before closing:
- (1) all loan expenses and fees;
 - (2) preparation fees of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee; and
 - (6) other expenses that Buyer will pay under other provisions of this contract.

(TAR-1801) 4-1-14 Initialed for Identification by Seller _____ and Buyer *[Signature]*