

RESOLUTION NO. R-2018-5675

WHEREAS, Crow Group Series, LLC, ("Crow") plans to construct a project containing three Class A Office Buildings (the "Project") in the City which will promote local economic development and stimulate business and commercial activity in the City; and

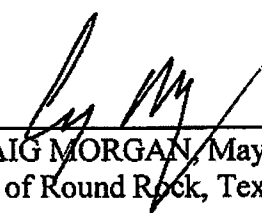
WHEREAS, the purpose of this Resolution is to approve an economic development agreement as contemplated by Chapter 380 of the Texas Local Government Code whereby Crow will expend significant sums to construct and operate the Project in conformance with the City's development approvals for the Project, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City, an Economic Development Program Agreement with Crow, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 26th day of July, 2018.



CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:



SARA L. WHITE, City Clerk

ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Economic Development Program Agreement ("*Agreement*") is entered into this 26th day of July, 2018, by and between the City of Round Rock, Texas, a Texas home rule municipal corporation ("*City*"), and the Crow Group Series, LLC a Texas limited liability company ("*Crow*").

WHEREAS, the City has adopted Resolution No. R-2018-5674, attached as Exhibit A ("*Program Resolution*"), establishing an economic development program and Resolution No. R-2018-5675, attached hereto as Exhibit B (the "*Authorizing Resolution*"), authorizing the Mayor to enter into this Agreement with Crow in recognition of the positive economic benefits to the City through Crow's development of approximately five (5) acres of land, as more particularly described on the attached Exhibit C ("*Property*") with the construction of three Class A office buildings containing a total of approximately 125,000 square feet of office, parking, and related space, the ("*Project*"), as described in the attached Exhibit D, (the Program Resolution and the Authorizing Resolution being collectively referred to herein as the "*City Resolutions*"); and

WHEREAS, the purpose of this Agreement is to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code whereby Crow intends to construct, develop and operate the Project in conformance with the City's development approvals for the Project, and;

WHEREAS, Crow intends to invest approximately \$24 million in improvements to the Property; and

WHEREAS, the City agrees to provide funding through an Economic Development Loan (as defined below) to Crow to defray a portion of the Project's costs;

NOW THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Crow agree as follows:

1. **Authority.** The City's execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and the City Resolutions and constitutes a valid and binding obligation of the City in the event Crow proceeds with the development of the Project. The City acknowledges that Crow is acting in reliance upon the City's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to develop the Project.

2. **Definitions.**

2.1 ***“Class A Office Building”*** means the highest-quality office spaces in the market. Class A Office Buildings are newly constructed and are outfitted with top-of-the-line fixtures, amenities, and systems. Class A Buildings are aesthetically pleasing and have a notable presence in high-visibility locations, such as a city's central business district. Class A Office Buildings are managed and maintained by reputable property management companies that keep them looking impeccable.

2.2 ***“Economic Development Loan” (“Loan”)*** means the loan of funds by the City to Crow to offset a portion of the cost to acquire and develop the Property. A copy of the Loan is attached hereto as **Exhibit E.**

2.3 ***“Effective Date”*** is the date this Agreement is executed to be effective by the City and Crow.

2.4 ***“Program”*** means the economic development program established by the City pursuant to Chapter 380 of the Texas Local Government Code and under the City Resolution to promote local economic development and stimulate business and commercial activity within the City.

2.5 ***“Project”*** means Crow's planned development of the Property which shall consist of three Class A office buildings, which shall include approximately 125,000 square feet of office, parking, and related space. The Project shall also include a fully developed public park area and other amenities as shown on **Exhibit D.**

2.6 ***“Property”*** means approximately 5 acres of land more particularly described in **Exhibit C.**

3. **Term.** This Agreement shall become enforceable upon its Effective Date. This Agreement shall terminate upon the earlier to occur of: (a) December 31, 2023; or (b) Crow's completion of the Project.

4. **Rights and Obligations of Crow.** In consideration of the City's compliance with this Agreement, Crow agrees as follows:

4.1 The Project consists of three Phases as set out below:

Phase I: Crow has already completed Phase I which is a Class A Office Building which is located on the City Centre Business Park, Block A, Lot 2, containing at least 22,500 square feet, and costing at least \$ 4,000,000;

Phase II: A Class A Office Building to be constructed on the City Centre Business Park, Block A, Lot 1, containing at least 22,500 square feet, costing at least \$4,000,000, and to be completed no later than December 31, 2020; and

Phase III: A Class A Office Building to be constructed on the City Centre Business Park, Block A, Lot 4 and/or 5, containing at least 80,000 square feet, costing at least \$16,000,000

and to be completed no later than December 31, 2023.

4.2 Compliance with Development Regulations and Other Ordinances. Crow shall comply with the City's development approval processes and shall develop the Project on the Property in compliance with City ordinances, City-approved development regulations, and other City development requirements.

4.3 Improvements and Additions to Real and Personal Property. Crow agrees to spend a cumulative total of at least \$24 million in improvements to the Property.

4.4 Crow Accounting. Crow shall maintain complete books and records showing its compliance with its obligations under this Agreement, which books and records shall be deemed complete if kept in accordance with generally acceptable accounting principles as applied to Texas corporations. Such books and records shall be available for examination by the duly authorized officers or agents of the City during normal business hours upon request made not less than ten (10) business days prior to the date of such examination. Crow shall maintain such books and records throughout the term of this Agreement and for four (4) years thereafter.

5. Rights and Obligations of the City. In consideration of Crow's compliance with this Agreement, the City agrees as follows:

5.1 Economic Development Loan.

The City shall, pursuant to Chapter 380 of the Texas Local Government Code, but subject to the conditions set out herein, make an Economic Development Loan to Crow. The Economic Development Loan shall be in the form attached hereto as Exhibit – E. The Loan shall be secured by a first lien Deed of Trust and Vendor's Lien on Lot 5, Block A, City Centre Business Park, said Deed of Trust to be in the form attached hereto as Exhibit – F.

6. Miscellaneous.

6.1 Mutual Assistance. The City and Crow will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law, or taxes or assessments attributable to the Property.

6.2 Representations and Warranties. The City represents and warrants to Crow that the Program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the Program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Crow represents and warrants to the City that it has the requisite authority to enter into this Agreement.

6.3 Default. If either the City or Crow should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the either Party

remains in default after notice and opportunity to cure, the non-defaulting Party shall have the right to pursue any remedy at law or in equity for the defaulting Party's breach.

6.4 Attorney's Fees. In the event any legal action or proceeding is commenced between the City and Crow to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

6.5 Entire Agreement. This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the City and Crow.

6.6 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.

6.7 Assignment. Crow may assign all or part of its rights and obligations to a third party with the express written consent of the City (which consent shall not be unreasonably withheld, conditioned or denied). If the proposed assignee is an affiliated entity under the common control of the assignor, the City shall consent to an assignment if the assignor is in compliance with all terms of this Agreement. A collateral assignment of this Agreement under the terms of a loan shall not be an assignment for purposes of this Section.

6.8 Amendment. This Agreement may be amended by the mutual written agreement of the parties.

6.9 Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to City: City of Round Rock
 221 E. Main Street
 Round Rock, TX 78664
 Attn: City Manager
 Phone: (512) 218-5400
 Email: citymanager@roundrocktexas.gov

With a required copy to:

 Sheets & Crossfield
 309 E. Main Street
 Round Rock, TX 78664
 Attn: Stephan L. Sheets
 Phone: (512) 255-8877
 Email: steve@scrllaw.com

If to Crow: The Crow Group LLC
4600 Secluded Hollow
Austin, TX 78727
Attn: Ryan Crow
Phone: (409) 779-9299
Email: ryan@thecrowgroup.net

With required copy to:
Justin Northcutt
10311 Talleyran Dr.
Austin, TX 78750
Phone: (512) 417-1881
Email: justin@thecrowgroup.net

Either party may designate a different address at any time upon written notice to the other party.

6.10 Interpretation. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

6.11 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

6.12 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.13 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

6.14 No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

6.15 Force Majeure. Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (an "*event of force majeure*"). An *event of force majeure* for the purposes of this Agreement shall include, but not be limited to, acts of God, fire; explosion, vandalism; storm or similar occurrences; orders or acts of military or civil authority; litigation; changes in law, rules, or

regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay. Except as otherwise expressly provided herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any event of *force majeure*

6.16 **Exhibits.** The following Exhibits A - E are attached and incorporated by reference for all purposes:

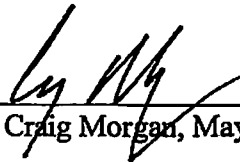
<u>Exhibit A:</u>	City Resolution No. <u>R-2018-5674</u>
<u>Exhibit B:</u>	City Resolution No. <u>R-2018-5675</u>
<u>Exhibit C:</u>	Crow Property Description
<u>Exhibit D:</u>	Project Description
<u>Exhibit E:</u>	Economic Development Loan
<u>Exhibit F:</u>	Deed of Trust

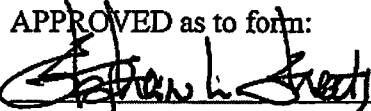
6.17 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

EXECUTED to be effective as of the ____ day of July, 2018 (the "*Effective Date*").

(SIGNATURES ON FOLLOWING PAGES)

CITY OF ROUND ROCK, TEXAS,
a home rule city and municipal corporation

By: _____
Craig Morgan, Mayor

APPROVED as to form:
_____
Stephan L. Sheets, City Attorney

CROW GROUP SERIES, LLC
a Texas Limited Liability Company

By: _____

Its: _____

Managing Partner

Date: _____

13 July 2018

EXHIBIT A (to the Agreement)

(The "Program Resolution")

RESOLUTION NO. R-2018-5674

WHEREAS, CROW GROUP SERIES, LLC, ("Crow") has expressed to the City of Round Rock ("City") its desire to construct a project in the City containing three Class A Office Buildings, with related parking, amenities, and public park areas which will provide additional tax base to the City and will promote local economic development and stimulate business and commercial activity in the City, and

WHEREAS, §380.001 Local Government Code provides that a municipality may establish an economic development program ("Program") to promote local economic development and to stimulate business and commercial activity in the municipality, and

WHEREAS, the City Council has determined that the Program described in Exhibit "A" will meet the goals set forth in said §380.001 and will be of mutual benefit to both parties, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the City offers to Crow a §380.001 Program in exchange for Crow constructing the Class A Office Building project in the City, and

BE IT FURTHER RESOLVED

That the offer of the Program shall be as generally outlined in Exhibit "A" attached

hereto and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this _____ day of _____, 2018.

CRAIG MORGAN, Mayor

City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT A (To Program Resolution)

ECONOMIC DEVELOPMENT PROGRAM

The terms of the \$380,001 Economic Development Program to be offered to CROW GROUP SERIES, LLC, ("Crow") in exchange for Crow's constructing a project containing three Class A Office Buildings in the City of Round Rock are as generally outlined below:

1. Crow's obligations:
 - 1.1. Crow agrees to purchase three tracts of land containing approximately 5 acres described as Lots 1, 4, and 5, Block A of the City Centre Business Park, the ("Property").
 - 1.2. Crow agrees to construct three Class A Office Buildings containing at least 125,000 square feet, along with parking and related improvements on the Property (the "Project").
 - 1.3. Crow agrees to invest at least \$24,000,000 in the three Class A Office Buildings and related improvements.
2. City's obligations:
 - 2.1. City shall, subject to Crow's satisfaction of its obligations set out above, make an Economic Development Loan to Crow in the amount of \$2,200,000 with provisions for credits towards the principal amount and forgiveness of interest if Crow complies with its development obligations.
3. The terms and provisions of this Program will be set out in more detail in the Economic Development Program Agreement of even date herewith.

EXHIBIT B (to the Agreement)

(The "Authorizing Resolution")

RESOLUTION NO. R-2018-_____

WHEREAS, CROW GROUP SERIES, LLC, ("Crow") plans to construct a project containing three Class A Office Buildings (the "Project") in the City which will promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, the purpose of this Resolution is to approve an economic development agreement as contemplated by Chapter 380 of the Texas Local Government Code whereby Crow will expend significant sums to construct and operate the Project in conformance with the City's development approvals for the Project, Now Therefore

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

That the Mayor is hereby authorized and directed to execute on behalf of the City, an Economic Development Program Agreement with Crow, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted.

RESOLVED this ____ day of _____, 2018.

CRAIG MORGAN, Mayor

City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT C (to the Agreement)
(The "Property Description")

Lots 1, 2, 4, and 5, Block "A", of City Centre Business Park, a subdivision in Williamson County, Texas, according to the map or plat of record in Cabinet P, Slides 303-304, Plat Records, Williamson County, Texas.

EXHIBIT D (to the Agreement)

(The Project Description)

The Round Rock City Centre development project will consist of three office buildings totaling roughly 130,000 sqft. City Centre 1, which is a 22,500 sqft building, was delivered in March of 2018 and is currently in the process of being leased. City Centre 2 will also be 22,500 sqft and is currently in the planning and permitting phase. City Centre 3, which will be the largest of the 3 buildings, will be about 100,000 sqft and is expected to break ground in late 2019/early 2020.

(Economic Development Loan)

EXHIBIT E (to the Agreement)

EXHIBIT F (to the Agreement)

(Deed of Trust)

ECONOMIC DEVELOPMENT LOAN

I. Basic Information

Date: July __, 2018

Borrower: Crow Group Series, LLC

Borrower's Mailing Address: 4600 Secluded Hollow
Austin, Texas 78727

Lender: City of Round Rock, Texas

Place for Payment: 221 E. Main St.
Round Rock, Texas 78664
Williamson County

Principal Amount: \$2,200,000.00

Annual Interest Rate: Five percent (5%)

Maturity Date: December 31, 2023

Annual Interest Rate on Matured, Unpaid Amounts: Ten percent (10%)

Terms of Payment (principal and interest): The Principal Amount is due and payable on December 31, 2023, and the interest is due and payable at maturity. Payments will be applied first to accrued interest and the remainder to reduction of the Principal Amount.

Security for Payment: This note is secured by a first lien vendor's lien and superior title retained in a deed from C&K Assets, LLC to Borrower dated the ____ day of _____ and by a deed of trust of even date from Borrower to Stephan L. Sheets, trustee, both of which cover the following real property: City Centre Business Park, Block A, Lot 5, the "Property".

Purpose of Loan: The Lender and Borrower have entered into that one certain Economic Development Program Agreement ("Agreement") dated the ____ day of July, 2018 to promote the Project as described below and, in the Agreement, which Project will promote economic development as contemplated by Chapter 380 of the Texas Local Government Code. The purpose of this note is to provide funding to Borrower for a portion of the purchase price of the Property. If Borrower complies with the terms of said Economic Development Program Agreement, the Borrower will be entitled to receive credits to be applied towards the Principal Amount and the Annual Interest Rate, as set out in section III below.

Description of Project: The Project is described in the Agreement and below:

The Project consists of three Phases as set out below:

Phase I: Crow has already completed Phase I which is a Class A Office Building which is located on the City Centre Business Park, Block A, Lot 2, containing at least 22,500 square feet, and which cost at least \$ 4,000,000;

Phase II: A Class A Office Building to be constructed on the City Centre Business Park, Block A, Lot 1, containing at least 22,500 square feet, costing at least \$4,000,000, and to be completed no later than December 31, 2020; and

Phase III: A Class A Office Building to be constructed on the City Centre Business Park, Block A, Lot 4 and/or 5, containing at least 80,000 square feet, costing at least \$16,000,000 and to be completed no later than December 31, 2023.

II. Promise to Pay

Borrower promises to pay to the order of Lender the Principal Amount plus interest at the Annual Interest Rate. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. If any amount is not paid either when due under the Terms of Payment or on acceleration of maturity, Borrower promises to pay any unpaid amount plus interest from the date the payment was due to the date of payment at the Annual Interest Rate on Matured, Unpaid Amounts.

III. Credits Applied Towards the Principal Amount and Interest

Conditioned on Borrower's compliance with the terms of the Agreement, Lender agrees that Borrower shall be entitled to have credits applied towards the Principal Amount and the Annual Interest Rate as follows:

Upon the issuance of a Certificate of Occupancy by the City of Round Rock for the Phase II Class A Building described above in compliance with the Agreement, Borrower shall be entitled to a credit in the amount of \$440,000 to be applied towards the Principal Amount, plus the accrued interest on said \$440,000 shall be forgiven.

Upon the issuance of a Certificate of Occupancy by the City of Round Rock for the Phase III Class A Building described above in compliance with the Agreement, Borrower shall be entitled to a credit in the amount of \$1,760,000 to be applied towards the Principal Amount, plus the accrued interest on said \$1,760,000 shall be forgiven.

IV. Defaults and Remedies

A default exists under this note if (1) Borrower defaults in the payment of this note or in the performance of any obligation in the Agreement, or in any instrument securing or collateral to this note; (2) (a) Borrower or (b) any other person liable on any part of this note (an "Other Obligated Party") fails to timely pay or perform any obligation or covenant in any written agreement between Lender and Borrower or any Other Obligated Party other than as described in

(1) above; (3) any representation in this note or in any other written agreement between Lender and Borrower or any Other Obligated Party is materially false when made; (4) a receiver is appointed for Borrower or an Other Obligated Party; (5) a bankruptcy or insolvency proceeding is commenced by Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party; (6) (a) a bankruptcy or insolvency proceeding is commenced against Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party and (b) the proceeding continues without dismissal for sixty days, the party against whom the proceeding is commenced admits the material allegations of the petition against it, or an order for relief is entered; or (7) Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party is terminated, begins to wind up its affairs, or is authorized to terminate or wind up its affairs by its governing body or persons, or any event occurs or condition exists that permits the termination or winding up of the affairs of Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party.

A default exists under this note if (1) Borrower defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note; (2) (a) Borrower or (b) any other person liable on any part of this note (an "Other Obligated Party") fails to timely pay or perform any obligation or covenant in any written agreement between Lender and Borrower or any Other Obligated Party other than as described in (1) above; (3) any representation in this note or in any other written agreement between Lender and Borrower or any Other Obligated Party is materially false when made; (4) a receiver is appointed for Borrower or an Other Obligated Party or any property on which a lien or security interest is created as security (the "Collateral Security") for any part of this note; (5) any Collateral Security is assigned for the benefit of creditors; (6) a bankruptcy or insolvency proceeding is commenced by Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party; (7) (a) a bankruptcy or insolvency proceeding is commenced against Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party and (b) the proceeding continues without dismissal for sixty days, the party against whom the proceeding is commenced admits the material allegations of the petition against it, or an order for relief is entered; (8) Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party is terminated, begins to wind up its affairs, or is authorized to terminate or wind up its affairs by its governing body or persons, or any event occurs or condition exists that permits the termination or winding up of the affairs of Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party; or (9) any Collateral Security is impaired by loss, theft, damage, levy and execution, issuance of an official writ or order of seizure, or destruction, unless it is promptly replaced with collateral security of like kind and quality or restored to its former condition.

Upon the occurrence of a default under this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due, and may exercise all other rights and remedies available at law or in equity.

V. Waivers

Borrower waives, to the extent permitted by law, all (1) demand for payment, (2) presentation for payment, (3) notice of intention to accelerate maturity, (4) notice of acceleration of maturity, (5) protest, (6) notice of protest, (7) rights under sections 51.003, 51.004, and 51.005

of the Texas Property Code, and (8) rights under section 17.001 and chapter 43 of the Texas Civil Practice and Remedies Code and rule 31 of the Texas Rules of Civil Procedure.

VI. Attorney's Fees

Borrower also promises to pay reasonable attorney's fees and court and other costs if an attorney is retained to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

VII. Usury Savings

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

VIII. Other Clauses

Each Borrower is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.

BORROWER

Crow Group Series, LLC

By: _____
_____ its _____

Deed of Trust

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Basic Information

Date: July __, 2018

Grantor: Crow Group Series, LLC

Grantor's Mailing Address: 4600 Secluded Hollow
Austin, Texas _____

Trustee: Stephan L. Sheets

Trustee's Mailing Address: 309 E. Main St.
Round Rock, Texas 78664

Lender: City of Round Rock, Texas

Lender's Mailing Address: 221 E. Main St.
Round Rock, Texas 78664

Obligation

Note

Date: July __, 2018

Original principal amount: \$2,200,000.00

Borrower: Crow Group Series, LLC

Lender: City of Round Rock, Texas

Maturity date: December 31, 20__

Property (including any improvements): City Centre Business Park, Block A, Lot 5

A. Granting Clause

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and

Lender will release it at Grantor's expense.

B. Grantor's Obligations

B.1. Grantor agrees to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and as to property loss, that are payable to Lender under policies containing standard mortgagee clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

B.2. Grantor agrees to—

- a. keep the Property in good repair and condition;
- b. pay all taxes and assessments on the Property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lender, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- c. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
- d. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;
- f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- g. notify Lender of any change of address.

C. Lender's Rights

C.1. Lender or Lender's mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.

C.2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.

C.3. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence

and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the property insurance proceeds available to Grantor for repairs.

C.4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.

C.5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

C.6. COLLATERAL PROTECTION INSURANCE NOTICE

In accordance with the provisions of section 307.052(a) of the Texas Finance Code, the Beneficiary hereby notifies the Grantor as follows:

(A) the Grantor is required to:

- (i) keep the collateral insured against damage in the amount the Lender specifies;
- (ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and
- (iii) name the Lender as the person to be paid under the policy in the event of a loss;

(B) the Grantor must, if required by the Lender, deliver to the Lender a copy of the policy and proof of the payment of premiums; and

(C) if the Grantor fails to meet any requirement listed in Paragraph (A) or (B), the Lender may obtain collateral protection insurance on behalf of the Grantor at the Grantor's expense.

C.7. If a default exists in payment of the Obligation or performance of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may—

- a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
- b. exercise Lender's rights with respect to rent under the Texas Property Code as then in effect;

- c. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

C.8. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will—

D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

D.2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

D.3. from the proceeds of the sale, pay, in this order—

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

D.4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

E.1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

E.2. Recitals in any trustee's deed conveying the Property will be presumed to be true.

E.3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

E.4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

E.5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

E.6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

E.7. Grantor collaterally assigns to Lender all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust, Lender may exercise Lender's rights with respect to rent under the Texas Property Code as then in effect. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies.

E.8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

E.9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

E.10. Grantor may not sell, transfer, or otherwise dispose of any Property, whether voluntarily or by operation of law, without the prior written consent of Lender. If granted, consent may be conditioned upon (a) the grantee's integrity, reputation, character, creditworthiness, and management ability being satisfactory to Lender; and (b) the grantee's

executing, before such sale, transfer, or other disposition, a written assumption agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

Grantor may not cause or permit any Property to be encumbered by any liens, security interests, or encumbrances other than the liens securing the Obligation and the liens securing ad valorem taxes not yet due and payable without the prior written consent of Lender. If granted, consent may be conditioned upon Grantor's executing, before granting such lien, a written modification agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, an approval fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

Grantor may not grant any lien, security interest, or other encumbrance (a "Subordinate Instrument") covering the Property that is subordinate to the liens created by this deed of trust without the prior written consent of Lender. If granted, consent may be conditioned upon the Subordinate Instrument's containing express covenants to the effect that—

- a. the Subordinate Instrument is unconditionally subordinate to this deed of trust;
- b. if any action is instituted to foreclose or otherwise enforce the Subordinate Instrument, no action may be taken that would terminate any occupancy or tenancy without the prior written consent of Lender, and that consent, if granted, may be conditioned in any manner Lender determines;
- c. rents, if collected by or for the holder of the Subordinate Instrument, will be applied first to the payment of the Obligation then due and to expenses incurred in the ownership, operation, and maintenance of the Property in any order Lender may determine, before being applied to any indebtedness secured by the Subordinate Instrument;
- d. written notice of default under the Subordinate Instrument and written notice of the commencement of any action to foreclose or otherwise enforce the Subordinate Instrument must be given to Lender concurrently with or immediately after the occurrence of any such default or commencement; and
- e. in the event of the bankruptcy of Grantor, all amounts due on or with respect to the Obligation and this deed of trust will be payable in full before any payments on the indebtedness secured by the Subordinate Instrument.

Grantor may not cause or permit any of the following events to occur without the prior written consent of Lender: if Grantor is (a) a corporation, the termination of the corporation or

the sale, pledge, encumbrance, or assignment of any shares of its stock; (b) a limited liability company, the termination of the company or the sale, pledge, encumbrance, or assignment of any of its membership interests; (c) a general partnership or joint venture, the termination of the partnership or venture or the sale, pledge, encumbrance, or assignment of any of its partnership or joint venture interests, or the withdrawal from or admission into it of any general partner or joint venturer; or (d) a limited partnership, (i) the termination of the partnership, (ii) the sale, pledge, encumbrance, or assignment of any of its general partnership interests, or the withdrawal from or admission into it of any general partner, (iii) the sale, pledge, encumbrance, or assignment of a controlling portion of its limited partnership interests, or (iv) the withdrawal from or admission into it of any controlling limited partner or partners. If granted, consent may be conditioned upon (a) the integrity, reputation, character, creditworthiness, and management ability of the person succeeding to the ownership interest in Grantor (or security interest in such ownership) being satisfactory to Lender; and (b) the execution, before such event, by the person succeeding to the interest of Grantor in the Property or ownership interest in Grantor (or security interest in such ownership) of a written modification or assumption agreement containing such terms as Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

E.11. When the context requires, singular nouns and pronouns include the plural.

E.12. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.

E.13. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

E.14. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.

E.15. Grantor and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, [and] (f) notice of protest [include if applicable: , and (g) rights under sections 51.003, 51.004, and 51.005 of the Texas Property Code].

E.16. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if an attorney [include if the transaction is a secondary mortgage loan: who is not an employee of Lender] is retained for its enforcement.

E.17. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

E.18. The term *Lender* includes any mortgage servicer for Lender.

E.19. Grantor hereby grants Lender a right of first refusal with respect to Grantor's power to authorize any third party (other than Lender pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantor's authorization to any third party (other than Lender) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lender, within ten days after receiving written notice from Grantor, fails to pay the ad valorem taxes pursuant to Lender's rights as set forth in this instrument.

E.20. Grantor represents that this deed of trust and the Note are given for the following purposes: [list specific purposes].

[Name of grantor]