



**MAIN STREET ADVISORY BOARD MEETING**  
**Gonzales Municipal Building**  
**820 St. Joseph Street, Gonzales, Texas**  
**Tuesday, April 24, 2018– 5:30 p.m.**

**AGENDA**

**CALL TO ORDER AND CERTIFICATION OF QUORUM**  
**PUBLIC COMMENTS**

The public comments section of the meeting is for citizens to address the advisory board as a whole

**APPROVAL OF MINUTES**

1. Approval of March 27, 2018 Minutes

**ITEMS TO BE CONSIDERED**

2. Discuss and Consider any action regarding Promotion Committee
  - a) Concert Series and Star Spangled Spectacular
  - b) Winterfest
3. Discuss and Consider any action regarding Christmas/downtown decorations
4. Discuss and Consider any action regarding Organization Committee
  - a. City Wide Yard Sale
  - b. 30<sup>th</sup> Anniversary of Gonzales Main Street
5. Discuss and Consider any action regarding Design Committee
6. Discuss and Consider any action regarding Economic Vitality Committee
7. Discuss and Consider Business Development Grant Application from Flip St George, LLC for building located at 318 Saint George Street
8. Discuss and Consider Business Development Grant Application from Flip St George, LLC for building located at 322 Saint George Street

**STAFF/COMMITTEE REPORTS**

9. Review Program of Work
10. Manager's Report
11. Financial Report
12. Next Regular meeting will be May 22, 2018

**AJOURN**

I certify that a copy of the April 24, 2018 agenda of items to be considered by the Gonzales Main Street Advisory Board was posted on the City Municipal Building bulletin board on the 21st day of April 2018 at \_\_\_\_\_ a.m./p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting. I further certify that the above agenda was removed on \_\_\_\_\_ day of \_\_\_\_\_, 2018 at \_\_\_\_\_ am/pm. I further certify that the following News Media were properly notified of the above stated meeting: Gonzales Inquirer, and Gonzales Cannon. The Mayor and/or City Council have been invited to attend and/or participate in the following event. Although a quorum of the members of the City Council may or may not be available to attend this event, this notice is being posted to meet the requirements of the Texas Open Meetings Act and subsequent opinions of the Texas Attorney General's Office. It is the opinion of the City Attorney's office that this meeting is being held and conducted in accordance with Chapter 551 of the Texas Government Code.

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Barbara Friedrich, Main Street Manager

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The meeting facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (830)672-2815 for further information.



**MAIN STREET ADVISORY BOARD MEETING  
Gonzales Municipal Building  
820 St. Joseph Street, Gonzales, Texas  
Tuesday, March 27, 2018– 5:30 p.m.**

**AGENDA**

**CALL TO ORDER AND CERTIFICATION OF QUORUM**

Chairman Egon Barthels called the meeting to order at 5:44 p.m. The following members were present constituting a quorum: Egon Barthels, Connie Dolezal, Lisa Kay Brown, Shelli Van Kirk, Suzanne Zaitz, Sherri Schellenberg, and Karen Jacobs. Members absent: Debbie Toliver, Carlos Camarillo, John Boothe, John Pirkle, and Johnnie Edwards.

Others present were Barbara Friedrich, August Etlinger, and Clint Hille.

**PUBLIC COMMENTS**

The public comments section of the meeting is for citizens to address the advisory board as a whole

None

**APPROVAL OF MINUTES**

**1. Approval of February 13 and March 6, 2018 Minutes**

Following discussion, Connie Dolezal moved to approve the minutes of February 13 and March 6, 2018. Suzanne Zaitz seconded the motion. The motion prevailed by unanimous vote.

**ITEMS TO BE CONSIDERED**

**2. Discuss and Consider Small Business Development Grant Application from August Etlinger.**

August Etlinger presented the Small Business Development Grant application to the board. He stated that he would be putting rock up to the windows on the side of the building facing St. Francis Street and painting it a beige color. Following discussion, Lisa Brown moved to approve funding of 80% up to \$10,000.00 to August Etlinger for the Small Business Development Grant. Karen Jacobs seconded the motion. The motion prevailed by unanimous vote.

**3. Discuss, Approve and Authorize Chairman to sign IRS 990 tax return.**

Following review of the IRS 990 Tax return, Sherry Schellenberg moved to approve the tax return and authorize Chairman to sign return. Shelli Van Kirk seconded the motion. The motion prevailed by unanimous vote.

**4. Discuss and Consider the distribution of funds from the Wine & Art Festival.**

Discussion was made about the distribution of funds from the Wine & Art Festival. Barbara Friedrich stated that she felt the Board needed to wait until after the event to see how much was profited.

Following discussion, Karen Jacobs moved to table item #4 until the May 2018 meeting. Connie Dolezal seconded the motion. The motion prevailed by unanimous vote.

**5. Discuss and Consider membership with the Gonzales Chamber of Commerce & Agriculture.**

Egon Barthels reported that Chamber Director Daisy Scheske had approached him about Gonzales Main Street becoming a member of the Gonzales Chamber of Commerce & Agriculture. He stated he felt the Main Street could profit from the p/r that the Chamber could give to our events. Membership dues would be \$75.00 annually.

Following discussion, Connie Dolezal moved to approved becoming a member of the Gonzales Chamber of Commerce & Agriculture. Shelli Van Kirk seconded the motion. The motion prevailed by unanimous vote.

**6. Discuss and Consider any action regarding Promotion Committee**

**a) Concert Series and Star Spangled Spectacular**

Barbara Friedrich reported on the Sponsors and Vendors that had agreed to participate in the event.

**b) Winterfest**

None

**7. Discuss and Consider any action regarding Christmas/downtown decorations**

A proposal for placing lights on top of the buildings was submitted to the board for approval.

Following discussion, Connie Dolezal moved to table this agenda item until the April 24, 2018 meeting. Lisa Brown seconded the motion. The motion prevailed by unanimous vote.

**8. Discuss and Consider any action regarding Organization Committee**

**a. City Wide Yard Sale**

Shelli Van Kirk reported that the Yard sale would be on April 14, 2018 and passed out a sign-up sheet for volunteers.

**b. 30<sup>th</sup> Anniversary of Gonzales Main Street.**

Lisa Brown reported that she suggest that the Main Street 30<sup>th</sup> Anniversary be held on April 20, 2018 from 6 – 9 pm at the Alcalde Hotel. She had been in touch with a band that would charge \$200.00 to play for the event. She suggested that all board members bring an appetizer and it by BYOB. Following discussion, Karen Jacobs moved to hire a band for the 30<sup>th</sup> Anniversary Event. Suzanne Zaitz seconded the motion. The motion prevailed by unanimous vote.

**9. Discuss and Consider any action regarding Design Committee**

None

**10. Discuss and Consider any action regarding Economic Vitality Committee**

Barbara Friedrich reported that code enforcement, fire captain and she met with a couple that is interested in purchasing the building at 322 St. George Street.

**STAFF/COMMITTEE REPORTS**

**11. Review Program of Work**

Program of work was reviewed. Barbara Friedrich pointed out that we need to make plans for National Preservation month in May.

**12. Manager's Report**

Barbara Friedrich reported that Jim Price Clean-Up will be held April 21, 2018 from 8 am to 12 pm; Texas Junior High Rodeo State Finals will be held in Gonzales on May 26<sup>th</sup> thru June 1<sup>st</sup>. The City will be submitting a bid proposal for the TJHR State Finals this year. It is important that we make them welcome to Gonzales and want to come back.

**13. Financial Report**

Financial Report was reviewed.

**14. Next Regular meeting will be April 24, 2018.**

**AJOURN**

No further matters were discussed. Meeting was adjourned by motion by Karen Jacobs and seconded by Lisa Brown.

Barbara Friedrich, Recording Secretary

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Egon Barthels, Chairman

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Johnnie Edwards, Secretary

**DOCUMENTATION CHECKLIST**  
**for**  
**Business Improvement Grant Program**

As a part of this application, the following documentation is being provided by the applicant:

_____	Establishment of business entity name (copy of Articles of Incorporation, dba, etc.)
N/A	Copy of lease agreement (if facility is leased)
✓	Legal description of subject property (Exhibit A)
✓	Vicinity map of subject property (Exhibit B)
✓	Estimates of proposed improvements (Exhibit C)
✓	Pictures of building's exterior, roof, and foundation.
✓	Scale drawing by Texas Main Street Architect or registered design professional.
N/A	Documentation of approved financing
N/A	State sales tax reporting form for most current three month period (if applicable)
✓	Consultation with City of Gonzales Building Official and Fire Official.
✓	Copy of construction permit. (on site)

Advisory Board Review

<u>Approved</u>	<u>Date</u>
<u>Rejected</u>	<u>Date</u>
<u>Re-Review</u>	<u>Date</u>

**APPLICATION  
for  
BUSINESS IMPROVEMENT GRANT PROGRAM**

I (We), hereinafter referred to as "APPLICANT", on behalf of the identified entity, submit to Gonzales Main Street, hereinafter referred to as "GMS", this application for consideration of a Business Improvement Grant under the provisions of the GMS's Business Improvement Grant Program.

As part of this application, APPLIANT represents to GMS the following:

1. APPLICANT has received a copy of the GMS's Guidelines and Criteria for the Business Improvement Grant Program. APPLICANT acknowledges to GMS that in making this application APPLICANT understands the terms and provisions thereof, and all questions relating to any needed interpretation thereof have been answered by authorized representatives of GMS prior to the submission of this application.
2. APPLICANT has secured such legal, accounting, and/or other advice that may be necessary for APPLICANT to determine the desirability of making this application and/or accurately and correctly answering any questions as hereinafter set out. APPLICANT acknowledges that it has completely relied on the advice and counsel of experts and/or appropriate persons retained, employed, or compensated by APPLICANT, and that it has not relied upon, nor is APPLICANT now attempting to rely upon the advice and counsel of GMS, its servants, agents, employees, and /or elected or appointed officers.
3. By signing this document, "Application for Business Improvement Grant" either in an individual capacity, jointly, or in a representative capacity, APPLICANT acknowledges and verifies that all of the facts, information, and allegations as herein set out are true, correct and accurate, and that GMS may rely thereon as if the same had been signed by APPLICANT or APPLICANTS'S agent. APPLICANT further acknowledges and understands that any materially false or misleading statements of fact may be considered a violation of the criminal laws of the State of Texas.
4. If APPLICANT is a corporate entity, APPLICANT swears and affirms that all applicable franchise taxes or other taxes paid for the privilege of conducting business have been fully paid, and that the APPLICANT is fully authorized to transact business in the State of Texas, and in the state of incorporation if different from the State of Texas. In addition, APPLICANT, whether a corporate entity, partnership, or other legal type business entity, or an individual, acknowledges and verifies that it is current on all current tax obligations, assessments, or other governmental levies and assessments, and that the same have paid when due and payable, and that no delinquencies exist at this time.
5. The APPLICANT hereby certifies that the APPLICANT does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Business Improvement Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 132a(f), the APPLICANT will repay the amount of the grant with interest, at the rate of 12% per annum, within 120 days after the GMS notifies the APPLICANT of the violation. The GMS has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

Business Entity Name: FLIP ST GEORGE, LLC

Mailing address: P.O. BOX 328 Gonzales, TX 78629

Location in the City of Gonzales for which the improvement is being requested:

Street Address: 318 St. George Street Gonzales, TX 78629

Other companies and locations owned and/or operated by the APPLICANT

Company Name: NA  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_

Company Name: NA  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_

6. Please attach a separate document providing a legal description of the property upon which the contemplated improvements will be located as **Exhibit A**.

7. Please attach a vicinity map locating the property within the City of Gonzales as **Exhibit B**.

8. New or existing business: ☒ New ☐ Existing  
\_\_\_\_\_ has been in operation for \_\_\_\_\_ years.

Existing # of jobs: \_\_\_\_\_ (if applicable) Full-time \_\_\_\_\_ Part-time \_\_\_\_\_

New jobs (full-time): \_\_\_\_\_ New jobs (part-time): \_\_\_\_\_

9. If leased facility, provide the following information (attach copy of current lease):

Current Landlord: NA  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

10. What other cities and/or buildings is the applicant considering to establish a new business if this application is not approved?  
NA

11. Additional Information:

Describe in detail project financing, amount of debt, terms of debt service, name of issuer of debt, etc.  
NA

12. Has financing been secured? NA

Yes \_\_\_\_\_  
No \_\_\_\_\_  
Pending \_\_\_\_\_

(Attach documentation)

With Whom? \_\_\_\_\_

13. Please provide a copy of the State sales tax reporting form for the most current three (3) month period (if applicable).  
NA

14. Prior to applicants execution of this application, APPLICANT has had this reviewed by the Attorney of Applicant, or has had the opportunity to do so, and the parties hereto agree that based on the foregoing, this



application for the business improvement grant program shall not be construed in favor of one party over the other based on the drafting of this application.

15. APPLICANT and owner/landlord indemnify, defend and hold GMS harmless from any liability, injury, claim, expenses and attorney's fees arising out of a contractor, builder or contract for performance of improvements, or repair to buildings and facilities.
16. GMS has delivered a copy of the guidelines and criteria for a business improvement grant program to applicant for review, and the delivery hereof does not constitute an offer of an improvement grant.
17. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of the application for business improvement grant program. If any provision of this application for business improvement grant program should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this application shall not be affected thereby.
18. Any deviation from the approved grant project may result in the total or partial withdrawal of the grant.

### VERIFICATION

I (We), the undersigned APPLICANT(S), certify that all the information furnished GMS has been furnished freely by the APPLICANT(S), herein, and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the Gonzales Main Street may or may not grant a Business Improvement Grant based upon application or request hereunder purely as a matter of discretion, and that there is no legal right to rely on any previous actions taken in same or similar applications, or previous actions taken on other applications concerning the same or similar property.

Signed and submitted to Gonzales Main Street on this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FLIP St. George, LLC  
Applicant Stewart Frazier

Signature Stewart Frazier

Address P.O. Box 328

GONZALES, TX

Phone Number 830 263-2369

Applicant \_\_\_\_\_

Signature Mandelyn Seal

Address \_\_\_\_\_

Phone Number 830 263 0987

Name of Property Owner/Landlord \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

**COMPANY AGREEMENT  
OF  
FLIP ST. GEORGE, LLC**

This Company Agreement of **FLIP ST. GEORGE, LLC** (this "Agreement") as of the date indicated below and effective as of February 2, 2018, (the "Effective Date") by the person who signs and is identified as "Member" in this Agreement.

**ARTICLE I  
ORGANIZATION OF THE COMPANY**

1.1 Organization and Formation. The Members hereby agree to organize and form the Company as a Texas limited liability company under the Texas Business Organization Code (the "TBOC").

1.2 Name. The name of the Company is **FLIP ST. GEORGE, LLC**

1.3 Period of Duration. The period of duration of the Company shall be perpetual or until earlier dissolved pursuant to this Agreements or the TBOC.

1.4 Purpose. The Company shall engage in any other business incident thereto and that may be lawfully conducted by a limited liability company organized under the TBOC

1.5 Registered Office and Registered Agent. The address of the Company's initial registered office and the name of its initial registered agent at that address shall be designated in the Certificate of Formation.

1.6 Principal Place of Business. The principal place of business of the Company shall be designated in the Certificate of Formation.

1.7 Manager Managed. The committee of managers shall manage the Company as provided herein. The name and address of the managers shall be designated in the Certificate of Formation. Initially, there are three members of the committee of managers, STEWART FRAZIER, JR., LYNDIA FRAZIER, MANDA LEAL and JACOB LEAL.

1.8 Records To Be Maintained. The Company shall maintain such records and information as required under the TBOC.

**ARTICLE II  
DEFINITIONS**

The following terms used in this Company Agreement shall have the following meanings, unless otherwise expressly provided herein:

**"TBOC"** shall mean Chapter 101 of the Texas Business Formation Code or any successor act, as amended from time to time unless another Chapter is specifically indicated.

**"Certificate of Formation"** shall mean the Certificate of Formation of **FLIP ST. GEORGE, LLC**.

**"Capital Contribution"** shall mean the amount of money and property contributed by a Member to the Company with respect to the Member's Interest.

**"Code"** shall mean the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

**"Company"** shall mean **FLIP ST. GEORGE, LLC**.

**"Company Agreement"** shall mean and refer to this document.

**"Company Interest"** shall mean a Member's entire ownership interest in the Company, as provided in this Company Agreement and the TBOC. A Member's percentage of Company Interest shall be determined by dividing the balance of the Member's capital account by the total of all the capital accounts of all Members. Any adjustment to the Member's Company Interest caused by required contributions will be made as of the end of the calendar quarter in which the contributions were made.

**"Distributable Cash"** shall mean all cash, revenues, and funds received by the Company from the Company's operations or the sale or refinancing of all or a portion of the Company's assets, less the sum of the following to the extent paid or set aside by the Company:

- (a) All principal and interest payments on indebtedness of the Company and all other sums paid to lenders;
- (b) All cash expenditures incurred incident to the operation or expansion of the Company's business; and
- (c) Such Reserves as the committee of managers deems reasonably necessary to the proper operation, expansion, and improvement of the Company's business, as well as for contingencies and the winding down of the business.

**"Effective Date"** shall mean the Effective Date as defined in the introduction to this Company Agreement.

**"Fiscal Year"** shall mean the Company's taxable year as defined in the Code.

**"IRS"** shall mean the Internal Revenue Service.

**"Member"** shall mean each of the Persons who execute the signature page or a counterpart of this Company Agreement as a member, being, and each of the Persons who may hereafter become

a Member of the Company under the TBOC. STEWART FRAZIER, JR., LYNDIA FRAZIER, MANDA LEAL and JACOB LEAL shall be the only initial Members of the Company.

"Person" shall mean an individual, partnership, limited liability company, corporation, association, joint venture, trust, government agency, trustee, receiver, custodian, individual, official, or governmental body.

"Regulations" shall mean and refer to this document.

"Reserves" shall mean, for any Fiscal Year, funds set aside or amounts allocated during such period to reserves that shall be maintained in amounts deemed sufficient by the committee of managers for working capital and to pay taxes, insurance, debt service, capital expenditures, contingent liabilities, or other costs or expenses incident to the ownership or operation of the business of the Company.

"Transfer" (or "Transferred" or "Transferable") shall mean to make, grant, permit or suffer (directly or indirectly; voluntary or involuntary; or by operation of law) any transfer, assignment, sale, exchange, gift, bequest, devise, mortgage, pledge, grant of a security interest, or other disposition or encumbrance, or an agreement to accomplish any of the foregoing, of all or any part of a Company Interest, or any interest therein, whether now owned or hereafter acquired.

"Treas. Regs." shall mean the federal income tax regulations promulgated under the Code, as such regulations may be amended from time to time.

### ARTICLE III CAPITAL CONTRIBUTIONS

3.1 Initial Capital Contribution. The Members shall contribute the property listed on Exhibit A.

3.2 Company Interest. The Members shall own 100% of the Company.

3.3 Additional Capital Contributions. The Members shall not be required to make any Capital Contributions to the Company beyond those described in this Agreement.

3.4 Additional Operating Capital/Additional Capital Contributions. Should the Company not be able to borrow on behalf of the Company such funds as are necessary to timely discharge notes incurred for improvements and purchases of company property required in the business or re-finance such debt, the Manager, but only in such event and only for such loans, may assess each Member, based upon such Member's pro rata ownership interest in the Company, such sum or sums as are necessary to timely discharge Company's obligations. Nothing contained in this Paragraph shall be construed as giving any non member the right to seek payment of any Company obligation directly from any Member for payments on notes incurred for improvements and purchases of assets required in the business or re-finance such debt. Except as provided in the preceding sentence, a Member shall

not be obligated to contribute additional capital. Manager shall have the authority to reallocate the percentage interests of all Members, increasing the percentage interest of those who have made contributions and decreasing the percentage interest of those who did not make a contribution within 60 days from the date a call is made.

3.5 Return of Contributions. The Members shall not be entitled to the return of any part of its Capital Contributions or to be paid interest on its Capital Contribution.

3.6 Loans by Member. The Members shall not be required to make loans to the Company.

3.7 Personal Guarantees. The Members may individually guarantee certain obligations of the Company.

3.8 No Further Obligation. Except as otherwise provided herein or pursuant to the TBOC, the Member shall not have any obligation to provide any further funds to the Company.

3.9 Initial Members. The initial Members, their initial contributions to the capital, and their percentages of interest are set forth in the attached Exhibit A. The Members agree that the initial capital contributions shall have the value set forth on Exhibit A.

3.10 Adjustments to Member's Interest. To simplify the Company accounting, any adjustment to the Member's Interest caused by Contributions will be made as of the end of the calendar quarter in which the contributions were made.

3.11 Valuation. For purposes of this Agreement, the Partners agree that the initial capital contributions shall have the value set forth on Exhibit A.

#### ARTICLE IV DISTRIBUTIONS AND ALLOCATIONS

4.1 Distributions. Distributions of Distributable Cash shall be made to the Members at such times and in such amounts as the Committee of Managers, in its sole discretion, shall determine subject to the following. With regard to Distributable Cash and Company Property, the Committee of Managers shall make a determination as to the need for the cash and property to operate the Company's business. The Committee of Managers must consider: current needs for operating capital, prudent reserves for future operating capital, current investment opportunities, and prudent reserves for future investment opportunities, all in keeping with the purpose for the Company. It is the duty of the Committee of Managers, in determining the amount of Distributable Cash available for the payment of distributions, to take in to account (A) the needs of the Company in its business and sums necessary in the operations of the business until the income from further operation is available; (B) the amount for its debts; (C) the necessity or advisability of paying its debts, or at least reducing them within the limits of the Company credit, (D) the preservation of its capital as represented in the property of the Company as a fund for the protection of its creditors, and (E) the character of its surplus Property.

4.2 Allocation of Net Profits and Net Losses. The Committee of Managers shall allocate all items of income, loss, deduction, and credit of the Company to the Members according to the Code.

4.3 Tax Classification. The Company shall be classified and taxed as the Committee of Managers determine in accordance with the Treas Reg. The Company shall be taxed as a partnership unless the Committee of Managers determines other tax classification. The Committee of Managers is to insure that the Company is classified and taxed as it determines.

4.4 Capital Accounts. A capital account shall be established for each Member and maintained in such a manner to correspond with the capital of the Member as reported for federal income tax purposes. Each Member's capital account shall be credited with the value of a Member's contribution of cash or other property to the Company, and shall be credited or charged annually with the Member's distributive share of items of income, gain, loss, deduction and credit for federal income tax purposes. Distributions of cash or other property to Member shall be charged against their respective capital accounts as a withdrawal of capital.

4.5 Adjusting the Capital Accounts for Compliance with Section 704. Notwithstanding anything in this Agreement to the contrary, the capital accounts of the Members shall be subject to adjustment as necessary in order to comply with Section 704 of the Code and the Treasury Regulations promulgated from time to time thereunder.

4.6 Adjustments to Determine Capital Accounts. Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account of any Member for any purpose under this Agreement, the capital account of the Member shall be determined after giving effect to the allocation for the Company's current year of income and losses from operations and all distributions for such year.

4.7 Restoration of Capital Accounts. Each Member shall be required to restore a deficit in that member's Capital Account upon liquidation of the Company of the Member's Company Interest.

## ARTICLE V ACCOUNTING AND RECORDS

5.1 Tax Elections. The Committee of Managers shall make on behalf of the Company all tax elections and determinations and shall timely file all other writings required by any governmental authority.

5.2 Bank Accounts. The Committee of Managers shall establish, maintain, and secure one or more separate accounts for Company funds in the Company name at such financial institutions as it may designate. The committee of managers may not commingle the Company's funds with the funds of any Member or other Person.

## ARTICLE VI COMMITTEE OF MANAGERS

6.1 General Powers. Except as otherwise provided herein in Section 6.17, the powers of the Company shall be exercised by or under the authority of and the business and affairs of the Company shall be managed under the direction of the Committee of Managers of the Company.

6.1A Authority of Committee of Managers. The Committee of Managers by at least a majority of the Managers (i.e. by more than 50% of the Members of the Committee of Managers) may do all things appropriate in carrying out the business and affairs of the Company including:

- (a) Selling, exchanging, assigning, conveying, leasing, and transferring legal and equitable title to the Company Property on terms and conditions deemed reasonable by the Committee of Managers including entering into real estate listing agreements offering the Property for sale at any price on any terms and with any commission agreement, contracting to sell the Company Property or any price on any terms, conveying Company Property, conveying Company, Property, executing and delivering any legal instruments relating to the sale and conveyance of the Company Property, including but not limited to general and special warranty deeds, notices, disclosures, waivers, and designations.
- (b) Acquiring property for the Company, and operating, improving, and developing any Company Property including entering into contracts for the purchase of real estate for sale at any price on any terms, executing and delivering notes, deeds of trusts, financing statement, and other legal instruments relating to the purchase of Company Property.
- (c) Borrowing money, financing, refinancing, or otherwise incurring obligations for the Company's account and pledging, mortgaging.
- (d) Retaining, without liability, any property in the form it is received without regard to its productivity or the proportion that any one asset or class of assets may bear to the whole.
- (e) **Opening and maintaining bank and investment accounts and arrangements, drawing checks and other orders for paying money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements.**
- (f) Compromising claims against the Company.
- (g) Executing and accepting any instrument, conveyance, or agreement incident to the Company's business or property without the members's joinder, ratification, or consent.
- (h) Paying all Company debts, obligations, and expenses.
- (i) Performing the Company's obligations, and exercising all the Company's rights, under any agreement to which the Company or its nominee is a party.
- (j) Acquiring and determining amounts of insurance coverage required by the Company's business and Property.
- (k) Entering into contracts and business undertakings to further the Company's businesses and affairs.
- (l) Carrying out the Company's business and affairs through other partnerships, corporations, limited liability companies, or other entities.
- (m) Maintaining the Company Property in good order.
- (n) Collecting sums due the Company.
- (o) Investing and reinvesting Property to accomplish Company's purposes.
- (p) Distributing Distributable Cash subject to other provisions of this Agreement.
- (q) Executing and filing certificates or instruments as required or permitted by the Act and any other laws of Texas or any other jurisdiction where the Company does business.
- (r) Employing such consultants and professional help as necessary.

6.2 Number. The Committee of Managers shall consist of not less than one nor more than ten Managers. The Members shall determine the number of managers at the annual meeting of the Member.

6.3 Term of Managers. Except as otherwise provided herein, each manager shall hold office until the next annual meeting of the Members and until his successor shall have been elected and qualified.

6.4 Election of Managers. The Members shall elect the managers at the annual meeting of the Members. The initial managers shall be STEWART FRAZIER, JR., LYNDIA FRAIZER MANDA LEAL and JACOB LEAL.

6.5 Removal. Any manager or the entire Committee of Managers may be removed, with or without cause, by the Member at any meeting of the Members called for that purpose. If any or all managers are so removed, new managers may be elected at the same meeting.

6.6 Resignation. A manager may resign by providing notice in writing of such resignation to the Company. The resignation shall be effective upon the date of receipt of the notice of resignation or the date specified in such notice. Acceptance of the resignation shall not be required to make the resignation effective.

6.7 Vacancies. Any vacancy occurring in the Committee of Managers shall be filled by election at an annual or special meeting of Member called for that purpose. A manager elected to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office.

6.8 Annual Meeting of Managers. Immediately following each annual meeting of the Member, the Committee of Managers shall hold an annual meeting at which they shall elect officers and transact such other business as shall come before the meeting. The time and place of the annual meeting of the committee of managers may be changed by resolution of the committee of managers.

6.9 Regular Meetings of Managers. A regular meeting of the Committee of Managers may be held at such time as shall be determined from time to time by resolution of the committee of Managers.

6.10 Special Meetings of Managers. The secretary shall call a special meeting of the Committee of Managers whenever requested to do so by the president, by two (2) or more managers (or one manager if the committee consists of only one manager), or by a Member. Such special meeting shall be held at the date and time specified in the notice of meeting.

6.11 Place of Meetings. All meetings of the committee of managers shall be held either at the principal office of the Company or at such other place as shall be specified in the notice of meeting or executed waiver of notice.

6.12 Notice of Meetings. Notice of the date, time, place, and purpose of special meetings shall be given to each manager by regular mail, telephone (including voice mail), facsimile, or e-



mail no less than one (1) day prior to the meeting. Annual and regular meetings of the committee of managers may be held with or without notice. In any case where all of the managers execute a waiver of notice of the time and place of meeting, no notice thereof shall be required, and any such meeting shall be held at the time and at the place specified in the waiver of notice.

6.13 Quorum of Managers. The number of managers present shall constitute a quorum for the transaction of Company business. The act of the majority of the managers present at the meeting at which a quorum is present shall be the act of the committee of managers.

6.14 Telephone Meetings. Managers may participate in and hold a meeting by means of telephone conference or similar communications. Participation in the meeting shall constitute presence in person at the meeting.

6.15 Consent in Lieu of a Meeting. Any action required or permitted to be taken by the committee of managers under this Company Agreement may be taken without a meeting if all the managers individually and collectively consent in writing to the action to be taken. Such written consent shall have the same force and effect as a unanimous vote of the Committee of Managers.

6.16 Compensation. Each manager may be paid such manager's expenses for attending each meeting of the committee of managers and may be paid a stated salary as manager or a fixed sum for attending each meeting of the committee of managers. No such payment shall preclude any manager from serving the Company in any other capacity and receiving compensation therefor.

6.17 Limitations on Authority. Without the prior written consent of the Members, the committee of managers shall not:

- (a) Do any act in contravention of this Company Agreement or the TBOC;
- (b) Perform any act that is not in the furtherance of the business of the Company and in the best interests of the Members;
- (c) Use, directly or indirectly, the assets of the Company for any purpose other than for the business of the Company and for the use and exclusive benefit of the Members;
- (d) Commingle Company funds with those of any other person or entity;
- (e) Cause the Company to enter into any transaction that is not bona fide;
- (f) Assign, transfer, pledge, compromise, or release any claim of the Company except for full payment or full consideration thereof;
- (g) Make a general assignment for the benefit of creditors;
- (h) Dissolve and wind up the Company, elect to reconstitute the

Company, or elect to continue the business of the Company;

- (i) Sale, exchange, or otherwise dispose of the business of the Company;
- (j) Merge or consolidate the Company with any other entity;
- (k) Change the nature of the business of the Company;
- (l) Do any act that would make it impossible to carry on the business of the Company; or
- (m) Amend or otherwise change this Company Agreement so as to modify the rights or obligations of the Member as set forth herein.

6.18 Standard of Performance. The manager shall only be obligated to devote such time and attention to the conduct of the business of the Company as shall be reasonably required for the conduct of such business, and the committee of managers is expressly authorized to exercise its powers and discharge its duties hereunder through its officers, agents, and employees. The committee of managers shall act in good faith in the performance of its obligations hereunder but shall have no liability or obligation to the Members or the Company for any decision made or action taken in connection herewith if made or taken in good faith, irrespective of whether the same may be reasonably prudent or whether bad judgment was exercised in connection therewith. This standard of performance of this Section 6.18 shall extend to the officers, agents, and employees of the Company and the committee of managers.

6.19 Liability of Managers.

(a) A manager shall be liable under this Agreement only for such manager's respective fraud, gross negligence, or willful misconduct, and shall not be liable (i) for errors in judgment (including, without limitation, believing in good faith that it is acting within the power and authority as described in this Agreement), (ii) for any acts or omissions that do not constitute gross negligence or willful misconduct, or (iii) for the negligence (whether of omission or commission), dishonesty, or bad faith of any employee, consultant, agent, attorney, accountant, engineer, architect, or insurance agent of the Company selected and supervised by a manager with reasonable care. Any act or omission by a manager, if done in reliance upon the opinion of legal counsel or public accountants selected with the exercise of reasonable care by such manager on behalf of the Company, shall conclusively be presumed not to constitute fraud, gross negligence, or willful misconduct on the part of such manager. Any defense undertaken by the Company or its insurance carrier hereunder shall afford the indemnified manager the right to have its own counsel participate (at such manager's sole cost) in the defense.

(b) In any threatened, pending, or completed action, suit, or proceeding (civil or criminal) to which a manager was or is a party, or is threatened to be made a party, by reason of the fact that it is or was a manager, the Company shall indemnify and hold harmless such

manager against all expenses (including reasonable attorneys' and accountants' fees, court costs, and expenses), judgments, and amounts paid in settlement actually and reasonably incurred by it in connection with such action, suit, or proceeding if the conduct of such manager did not constitute fraud, gross negligence, or willful misconduct.

(c) To the extent that a manager has been successful on the merits in seeking indemnification in accordance with this Section 6.19, the Company shall indemnify it and hold it harmless against the expenses (including reasonable attorneys' and accountants' fees and costs) actually and reasonably incurred by it in connection therewith.

(d) The termination of any action, suit, or proceeding by judgment, order, settlement, or otherwise shall not, by itself, create a presumption that the conduct of a manager constituted fraud, gross negligence, or willful misconduct.

(e) Expenses, (including reasonable attorneys' and accountants' fees, court costs, and expenses) incurred in defending any claim, action, suit or proceeding (civil or criminal) shall be paid by the Company in advance of the final disposition of the matter upon receipt of an undertaking by or on behalf of such manager to repay such amount if such member is ultimately determined not to be entitled to such indemnity. Regardless of the indemnity provided for under this Section 6.19, the Company may carry such indemnification insurance as the committee of managers deem necessary.

(f) As used in this Section 6.19, the indemnification and reimbursement of a Manager shall also be provided to the committee of manager's officers, agents, and employees to the extent that such Persons are also named.

(g) Nothing in this section 6.19 is intended to provide any manager with any indemnification against liability for, or to relieve any manager for liability for any act or omission of such manager constituting a breach of such manager's obligations under this Agreement and the TBOC.

6.20 Reimbursements and Fees. The committee of managers shall be reimbursed by the Company for all third-party expenses incurred in connection with the discharge of its duties hereunder; provided, that the committee of managers shall be required to pay such expenses only to the extent the Company provides funds therefore. The reimbursement provision of this Section 6.20 shall extend to the officers, agents and employees of the Company and the committee of managers.

6.21 Power of Attorney. The Member hereby appoints the committee of managers as such Member's true and lawful attorney-in-fact for the purpose of executing, swearing to, acknowledging, and the delivering of all certificates, documents, and other instruments as the committee of managers determines may be necessary, appropriate, or advisable in furtherance of the business of the Company or in complying with applicable law. Upon request by the committee of managers, the Member shall confirm its grant of such power and shall execute, swear to, acknowledge, and deliver any such certificate, document, or other instrument as the committee of managers deems

necessary, appropriate, or advisable.

6.22 Reliance on Authority. Any person dealing with the committee of managers may rely on the authority of the committee of managers. Persons dealing with the committee of managers have no obligation to ascertain the committee of managers' compliance with the terms of this Company Agreement. Every contract, deed, mortgage, note, document, or instrument executed under the authority of the committee of managers with respect to any property of the Company shall be conclusive evidence in favor of any and every person relying on such execution that (i) at the time of the execution or delivery of the document this Company Agreement was in full force and in effect; (ii) the instrument or document was duly executed in accordance with the terms and provisions of this Agreement and is binding on the Company and the Member, and (iii) the Committee of Managers or its officers was duly authorized and empowered to execute and deliver any and every such instrument or document on behalf of the Company.

## ARTICLE VII OFFICERS OF THE COMPANY

7.1 Officers. The Company has no officers.

## ARTICLE VIII MEETINGS OF THE MEMBER

8.1 Action of Member. Any action required or permitted to be taken by the Members under this Company Agreement shall be determined by the majority of the Company Interest vote of the members at a meeting of the members or by the majority of the Company Interest vote of the members vote other than at a meeting as otherwise provided in this Company Agreement, except as provided in Section 9.2. Majority in interest means more than 50% of the Company Interest entitled to vote.

8.2 Time and Place. Meetings of the Member for the election of managers or for any other purpose shall be held at the time and place determined by the members.

## ARTICLE IX TRANSFER RESTRICTIONS

9.1 General Application. ANY PURPORTED TRANSFER NOT MADE IN COMPLIANCE WITH THIS ARTICLE IX SHALL BE NULL AND VOID AND OF NO FORCE AND EFFECT. The transferee of any Transfer which does not comply with the provisions of this Article IX shall have no right to require any information or account of the Company's transactions, to inspect the Company's books and records, or to participate in any option granted to, or matter requiring the approval or disapproval of the Member, and such right shall be exercisable by, and only by the transferor, and such transferee shall have no other rights except as required by law.

9.2 Restrictions. No Transfer of any Company Interest shall be made without the express written consent of the committee of managers, which consent may be withheld at the committee's

sole discretion, and of all the Members, i.e. unanimous (i.e. the Required Consent). The Committee of Managers shall not permit any Transfer of a Company Interest unless:

(a) The transferor and the transferee shall execute and acknowledge such instruments as the Company may deem necessary or desirable to effect the admission of the transferee as a substituted or additional Member, including the written acceptance and adoption by the transferee of all of the terms and provisions of this Agreement as the same may be amended from time to time, and the transferee shall pay all reasonable fees and other costs (including reasonable attorneys' fees) incurred by the Company in connection with the Transfer and admission of the transferee to the Company; and

(b) The Company shall have filed any documents necessary to effect the substitution or addition of the transferee as a substituted Member in place of the transferor.

(c) A member may transfer his or her Company Interest to a Permitted Transferee without the Required Consent. A Permitted Transferee, upon receiving a transfer of a Company Interest, shall be a substitute Member.

(d) Permitted Transferee means (i) a member; (ii) descendant(s) of a member including descendants by adoption, who have attained the age of 21; (iii) a trust created for the benefit of one of more persons listed in (i) or (ii) above; or (iv) descendant(s) of a member under the age of 21 if the Company Interest is held in trust by a Trustee who is a member or a spouse of a member at least until the youngest descendant who is a beneficiary of the trust attains the age of 21 and such Trustee has complete control and authority over the Company Interest held in trust including the voting rights of the Company Interest. Any dispute or question regarding whether transfer(s) of Company Interest qualify as a transfer to a "Permitted Transferee" shall be resolved by the Committee of Managers.

9.3 Sub-chapter S of the Code. Notwithstanding any provision in this Agreement, the Member shall not transfer its Company Interest or cause the Company to cease to be classified as an S Corp if such election has been made by the Company.

9.4 Bankrupt Member. If any Member becomes a Bankrupt Member as defined below, the Company shall have the option, exercisable by notice from the Committee of Managers to the Bankrupt Member (or its representative) at any time prior to the 180th day after receipt of notice of the occurrence of the event causing it to become a Bankrupt Member, to buy, and on the exercise of this option the Bankrupt Member or its representative shall sell, its Company Interest. The purchase price shall be an amount equal to the fair market value thereof determined by agreement by the Bankrupt Member (or its representative) and the Committee of Managers; however, if those Persons do not agree on the fair market value on or before the thirtieth day following the exercise of the option, either such Person, by notice to the other, may require the determination of fair market value to be made by an independent appraiser specified in that notice. If the Person receiving that notice objects on or before the tenth day following receipt to the independent appraiser designated in that notice, and those Persons otherwise fail to agree on an independent appraiser, either such Person may petition the (i) the Gonzales County District Court Judge or (ii) if the event causing the Member to be a Bankrupt Member is subject to federal jurisdiction then the United States District Judge who is

then senior in service, for the District and Division in which the registered office is located, to designate an independent appraiser. The determination of the independent appraiser, however designated, is final and binding on all parties. The Bankrupt Member and the Company each shall pay one-half of the costs of the appraisal. The purchaser shall pay the fair market value as so determined in four equal cash installments, the first due on closing and the remainder (together with accumulated interest on the amount unpaid at the General Interest Rate as defined below) due on each of the first three anniversaries thereof. The payment to be made to the Bankrupt Member or its representative pursuant to this Section 9.4 is in complete liquidation and satisfaction of all the rights and interest of the Bankrupt Member and its representative (and of all Persons claiming by, through, or under the Bankrupt Member and its representative) in and in respect of the Company, including, without limitation, any Company Interest, any rights in specific Company property, and any rights against the Company and (insofar as the affairs of the Company are concerned) against the Members, and constitutes a compromise to which all Members have agreed pursuant to section 101.154 of the TBOC

9.5 Definition of "Bankrupt Member". "Bankrupt Member" means (except to the extent of a consent that complies with the provisions of this Article IX above) any Member (a) that (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief such as a charging order or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (iv) files a petition or answer seeking for the Member a reformation, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in a Proceeding of the type described in sub-clauses (i) through (iv) of this clause (a); or (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member's or of all or any substantial part of the Member's properties; or (b) against which a Proceeding seeking reformation, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law has been commenced and 120 days have expired without dismissal thereof or with respect to which, without the Member's consent or acquiescence, a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member's properties has been appointed and 90 days have expired without the appointment's having been vacated or stayed, or 90 days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

9.6 Definition of "General Interest Rate". "General Interest Rate" means a rate per annum equal to the lesser of (a) varying rate per annum that is equal to the interest rate publicly quoted by Wells Fargo from time to time as its prime commercial or similar reference interest rate, with adjustments in that varying rate to be made on the same date as any change in that rate, and (b) the maximum rate permitted by applicable law.

## ARTICLE X DISSOLUTION AND TERMINATION

10.1 Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

- (a) The sale of all or substantially all of the assets of the Company; or
- (b) The decision of the Members to dissolve.

10.2 Liquidation and Distribution of Assets. Upon dissolution, the committee of managers shall proceed with the winding up of the affairs of the Company. The committee of managers shall sell or convert into cash all assets as promptly as possible, but in a businesslike manner so as not to cause undue loss. The proceeds from the sale of the Company's assets, to the extent available, together with any assets to be distributed in kind, shall be applied and distributed in the following order of priority:

- (a) First, to creditors and the expenses of liquidation, in the order of priority provided by law;
- (b) Second, to the establishment of any Reserves which the committee of managers determines to be reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company; and
- (c) Thereafter, to the Members in accordance with the Code and Treas. Regs.

10.3 Time of Liquidation. A reasonable time shall be allowed for the orderly liquidation of the properties and other assets of the Company and the discharge of liabilities to creditors so as to enable the committee of managers to attempt to minimize to the extent it deems practicable, advisable, or desirable, the normal losses attendant upon a liquidation.

10.4 Certificate of Cancellation. When all debts, liabilities, and obligations have been paid and discharged, or adequate provisions have been made therefore, and all of the remaining property and assets have been distributed to the Member, a certificate of cancellation in the form required under the TBOC shall be executed and filed with the Texas Secretary of State. Upon the filing of the certificate of cancellation, the existence of the Company shall cease, except for the purpose of suits, other proceedings, and appropriate action as provided in the TBOC

## ARTICLE XI MISCELLANEOUS

11.1 Pronouns. All pronouns, and any variations thereof, as used in this Agreement shall be deemed to refer to the masculine, feminine, and neuter, singular and plural, as the identity of the party or parties may require.

11.2 Headings. All headings, titles, or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision in this Agreement.

11.3 Nature of Interest. The Member's Interest in the Company is personal property for all purposes.

11.4 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each to constitute an original, but all in the aggregate to constitute one agreement as executed.

11.5 Severability. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

11.6 Governing Law. This Agreement SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

11.7 No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the Member and its respective successors and permitted assigns and are not for the benefit of any other Person or entity.

11.8 Heirs, Successors, and Assigns. Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors, and assigns.

11.9 Waivers. The failure of the Member to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Company Agreement shall not prevent a subsequent TBOC, which would have originally constituted a violation, from having the effect of an original violation.

11.10 Amendment, Termination, and Waiver. This Company Agreement may be amended, modified, terminated, or waived only by a written instrument by the Member.

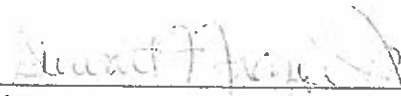
11.11 Title to Property. All real and personal property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, the Member shall not have any ownership interest in such property in its individual name or right, and the Member's interest in the Company shall be personal property for all purposes.

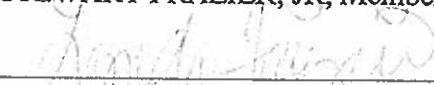
11.12 Waiver of Certain Rights. Except as otherwise provided herein, the Member irrevocably waives any right it may have to an action dissolution of the Company or for partition of the property of the Company.


11.13 Attorneys' Fees. If the Company or the Member brings any legal action to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, in addition to any other remedy or relief to which such party may be entitled.




IN WITNESS WHEREOF, the undersigned Member has executed this Agreement of **FLIP ST. GEORGE, LLC** to be effective as of the Effective Date.

  
STEWART FRAZIER, JR, Member

  
LYNDA FRAZIER, Member

  
MANDA LEAL, Member

  
JACOB LEAL, Member

**EXHIBIT "A"**  
**FLIP ST. GEORGE, LLC**

<u>Member's Name</u>	<u>Commitment</u>	<u>Initial Company Interest</u>
STEWART FRAZIER, JR.		25%
LYNDA FRAZIER		25%
MANDA LEAL		25%
JACOB LEAL		25%

EXHIBIT "A"

TRACT 1:

Being all that certain tract of 0.18 of an acre of land, more or less, lying and being situated in Gonzales County, Texas, being part of Lot No. 1, in Block No. 19, in the Original Inner Town of Gonzales, more particularly being described as TRACT ONE in Warranty Deed dated December 13, 2010, executed by G. Dewitt Developers, Ltd. To Andover-Goliad, LLC, recorded in Volume 1049, Page 192, of the Official Records of Gonzales County, intended to be described by metes and bounds, with bearing basls GPS Grid North, as follows:

**BEGINNING** at a 5/8 inch iron rod set (all iron rods set with red plastic cap marked Gonzales First Shot Surv) at the northwest corner of said Andover-Goliad tract, and at the northeast corner of a tract of land described in Special Warranty Deed dated March 4, 1941, executed by Jake Stahl to Domingo Torres and Juanita DeLeon Torres, recorded in Volume 190, Page 469, of the Gonzales County Deed Records, the same being in the north line of said Lot No. 1 and said Block No. 19, and in the south line of Saint George Street, for the northwest corner of this tract or parcel of land hereby intended to be described;

**THENCE** North 68° 58' 38" East 85.00 feet along the north line of said Andover-Goliad tract, and said Lot No. 1, and said Block No. 19, and the south line of said Saint George Street, to a point in a wall at the northeast corner of said Andover-Goliad tract, and at the northwest corner of a tract of land described in General Warranty Deed dated March 5, 2009, executed by G. DeWitt Developers, Ltd. To DeMent & Company, LLC, recorded in Volume 998, Page 715, of the Official Records of Gonzales County, for the northeast corner of this tract or parcel of land hereby intended to be described;

**THENCE** South 21° 01' 22" East along the east line of said Andover-Goliad tract, and the west line of said DeMent tract, at 50.25 feet, crossing the northeast corner of a 0.004 acre easement described as Exhibit "B" in Easement Agreement dated March 5, 2009, executed by G. DeWitt Developers, Ltd. To DeMent & Company, LLC, recorded in Volume 998, Page 718, of the Official Records of Gonzales County, and continuing along the east line of said easement, in all a distance of 94.00 feet to a point in a wall at the southeast corner of said Andover-Goliad tract, and at the southeast corner of said easement, and at the northeast corner of a tract of land described in Warranty Deed dated December 19, 1974, executed by Mildred Burke May to Pablo G. Lopez and Rellaino Lopez, recorded in Volume 405, Page 803, of the Gonzales County Deed Records, for the southeast corner of this tract or parcel of land hereby intended to be described;

**THENCE** South 68° 58' 38" West along the south line of said Andover-Goliad tract and said easement and the north line of said Lopez tract, at 1.87 feet, crosses a 5/8 inch iron rod found 0.4 foot below ground, at 4.16 feet, crossing the southwest corner of said easement, at 36.37 feet crossing the northwest corner of said Lopez tract, and the northeast corner of a 0.10 acre tract of land described as TRACT TWO in Special Warranty Deed dated November 18, 2010, executed by G. Dewitt Developers, Ltd. To Emilio Laredo, recorded in Volume 1035, Page 706 of the Official Records of Gonzales County, and continuing along the north line of said Laredo TRACT TWO, in all a distance of 45.50 feet to a 5/8 inch iron rod found 0.2 foot above ground at an interior corner of said Andover-Goliad tract, and at a northwest corner of said

Laredo TRACT TWO, for an interior corner of this tract or parcel of land hereby intended to be described;

THENCE South  $21^{\circ} 01' 22''$  East 1.00 foot along an east line of said Andover-Goliad tract, and a west line of said Laredo TRACT TWO, to a  $5/8$  inch iron rod found 0.1 foot above ground at a southeast corner of said Andover-Goliad tract, and at an interior corner of said Laredo TRACT TWO, for a southeast corner of this tract or parcel of land hereby intended to be described;

THENCE South  $68^{\circ} 58' 38''$  West 39.50 feet along the south line of said Andover-Goliad tract, and the north line of said Laredo TRACT TWO, to a  $5/8$  inch iron rod found 0.4 foot below ground at the southwest corner of said Andover-Goliad tract and at the southeast corner of a tract of 0.08 of an acre of land described as TRACT ONE in above deed to Emilio Laredo, for the southwest corner of this tract or parcel of land hereby intended to be described;

THENCE North  $21^{\circ} 01' 22''$  West along the west line of said Andover-Goliad tract, and the east line of Laredo TRACT ONE at 13.00 feet, crossing a northeast corner of said Laredo TRACT ONE and the southeast corner of a residuo of land in said Lot No. 1, at 20.00 feet, crossing the southeast corner of said Torres tract, and continuing along the east line of said Torres tract, in all a distance of 44.00 feet to a  $5/8$  inch iron rod set at a northwest corner of said Andover-Goliad tract, and at an interior corner of said Torres tract, for a northwest corner of this tract or parcel of land hereby intended to be described;

THENCE North  $68^{\circ} 58' 38''$  East 1.00 foot along a north line of said Andover-Goliad tract, and a south line of said Torres tract, to a  $5/8$  inch iron rod set at an interior corner of said Andover-Goliad tract, and at a southeast corner of said Torres tract, for an interior corner of this tract or parcel of land hereby intended to be described;

THENCE North  $22^{\circ} 08' 46''$  West 51.01 feet along the west line of said Andover-Goliad tract, and the east line of said Torres tract, to the PLACE OF BEGINNING, as is shown on Gonzales First Shot Surveying Plat No. S18-030, dated March 1, 2018.

# Google Maps 322 St George St



**322 St George St**  
Gonzales, TX 78629



At this location

**T-Rex Therapy Services**

**KOINONIA BUILDERS, LLC**  
3322 LONGHORN ROAD  
HOUSTON, TX 77084  
(877) 564-6664  
[www.koinoniabuildersllc.com](http://www.koinoniabuildersllc.com)

**GARY W. MOYER**  
GENERAL MANAGER

**BID**

**CUSTOMER:** FLIP ST. GEORGE, LLC  
318 ST. GEORGE ST.  
GONZALES, TX 78629

**SCOPE OF WORK:**

**PAINTING -** REMOVE EXISTING PAINT AS NEEDED  
PREPARE SURFACE TO ACCEPT PAINT APPLICATION  
PAINT BUILDING WITH CUSTOMER SELECTED PAINT

**AWNING -** REMOVE EXISTING AWNING  
CONSTRUCT NEW AWNING CONSISTING OF:  
6" C PURLIN FRAME WITH CROSS BEAMS EVERY 4'  
INSTALL GALVALUME METAL  
INSTALL SEAMLESS GUTTER LENGTH OF AWNING  
TO BE CONNECTED TO BUILDING AND USE EXISTING SUPPORTS (FREE STANDING)  
TO INCLUDE FRAME TO HOLD SIGN AND ELECTRICAL TO SIGN  
ELECTRICAL FOR LIGHTS UNDERNEATH AND HANGERS FOR SIGN  
INSTALL CEDAR CEILING

**WINDOWS -** REMOVE CURRENT GLASS IN WINDOWS  
REPLACE WITH TEMPERED LOW E INSULATED GLASS  
4 - 48" X 82"  
REMOVE CURRENT GLASS IN WINDOWS ABOVE DOORS  
REPLACE WITH TEMPERED LOW E INSULATED GLASS

**DOORS -** REMOVE CURRENT DOORS  
REFRAME TO ACCEPT NEW DOOR JAMBS  
INSTALL NEW DOORS, TRANSOM AND SIDE LIGHTS

**OTHER-** BOX IN ELECTRICAL BOX WITH CEDAR (ACCESS DOOR FOR METER)


**DEBRIS -** REMOVE ALL DEBRIS FROM LOCATION

TOTAL BID FOR ABOVE MATERIALS AND LABOR

**\$ 19,350.00**

THE ABOVE BID IS VALID FOR SIXTY DAYS FROM DATE OF SIGNATURE.

  
GARY W MOYER, GENERAL MANAGER

  
DATE

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## WOODGRAIN OAK FINISHES



Light Oak



Medium Oak



Walnut Oak

## WOODGRAIN TEAK FINISH



Cocoa Teak

Available widths: 4-9/16", 5-1/4" and 6-9/16"

Available widths: 4-9/16", 5-1/4" and 6-9/16"

## WOODGRAIN MAHOGANY FINISHES



Honey Mahogany



Cherry Mahogany



Chocolate Mahogany



Chestnut Mahogany

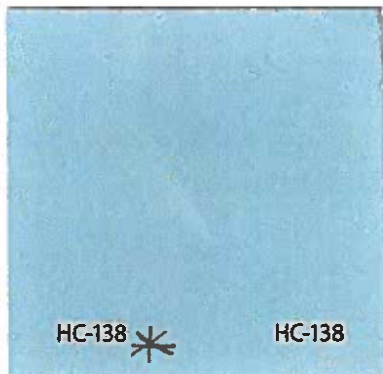
Available widths: 4-9/16", 5-1/4" and 6-9/16"

Note: A close up of the door system—jamb on the left and door panel on the right—shown in the images above.

featherriverdoors.com

7

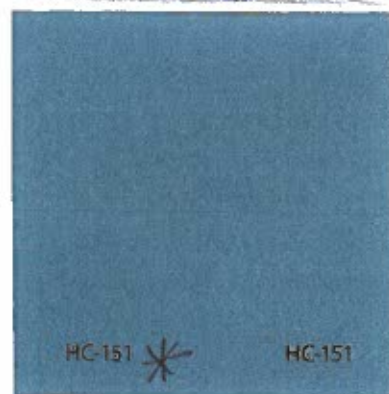
322



HC-138 \*

HC-138

318



HC-151 \*

HC-151

HC  Benjamin Moore HC

**DOCUMENTATION CHECKLIST**  
**for**  
**Business Improvement Grant Program**

As a part of this application, the following documentation is being provided by the applicant:

<u>✓</u>	Establishment of business entity name (copy of Articles of Incorporation, dba, etc.)
<u>N/A</u>	Copy of lease agreement (if facility is leased)
<u>✓</u>	Legal description of subject property (Exhibit A)
<u>✓</u>	Vicinity map of subject property (Exhibit B)
<u>✓</u>	Estimates of proposed improvements (Exhibit C)
<u>✓</u>	Pictures of building's exterior, roof, and foundation.
<u>✓</u>	Scale drawing by Texas Main Street Architect or registered design professional.
<u>N/A</u>	Documentation of approved financing
<u>N/A</u>	State sales tax reporting form for most current three month period (if applicable)
<u>✓</u>	Consultation with City of Gonzales Building Official and Fire Official.
<u>✓</u>	Copy of construction permit. <i>(on site)</i>

**Advisory Board Review**

<u>Approved</u>	<u>Date</u>
<u>Rejected</u>	<u>Date</u>
<u>Re-Review</u>	<u>Date</u>



**APPLICATION  
for  
BUSINESS IMPROVEMENT GRANT PROGRAM**

I (We), hereinafter referred to as "APPLICANT", on behalf of the identified entity, submit to Gonzales Main Street, hereinafter referred to as "GMS", this application for consideration of a Business Improvement Grant under the provisions of the GMS's Business Improvement Grant Program.

As part of this application, APPLIANT represents to GMS the following:

1. APPLICANT has received a copy of the GMS's Guidelines and Criteria for the Business Improvement Grant Program. APPLICANT acknowledges to GMS that in making this application APPLICANT understands the terms and provisions thereof, and all questions relating to any needed interpretation thereof have been answered by authorized representatives of GMS prior to the submission of this application.
2. APPLICANT has secured such legal, accounting, and/or other advice that may be necessary for APPLICANT to determine the desirability of making this application and/or accurately and correctly answering any questions as hereinafter set out. APPLICANT acknowledges that it has completely relied on the advice and counsel of experts and/or appropriate persons retained, employed, or compensated by APPLICANT, and that it has not relied upon, nor is APPLICANT now attempting to rely upon the advice and counsel of GMS, its servants, agents, employees, and /or elected or appointed officers.
3. By signing this document, "Application for Business Improvement Grant" either in an individual capacity, jointly, or in a representative capacity, APPLICANT acknowledges and verifies that all of the facts, information, and allegations as herein set out are true, correct and accurate, and that GMS may rely thereon as if the same had been signed by APPLICANT or APPLICANTS'S agent. APPLICANT further acknowledges and understands that any materially false or misleading statements of fact may be considered a violation of the criminal laws of the State of Texas.
4. If APPLICANT is a corporate entity, APPLICANT swears and affirms that all applicable franchise taxes or other taxes paid for the privilege of conducting business have been fully paid, and that the APPLICANT is fully authorized to transact business in the State of Texas, and in the state of incorporation if different from the State of Texas. In addition, APPLICANT, whether a corporate entity, partnership, or other legal type business entity, or an individual, acknowledges and verifies that it is current on all current tax obligations, assessments, or other governmental levies and assessments, and that the same have paid when due and payable, and that no delinquencies exist at this time.
5. The APPLICANT hereby certifies that the APPLICANT does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Business Improvement Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 132a(f), the APPLICANT will repay the amount of the grant with interest, at the rate of 12% per annum, within 120 days after the GMS notifies the APPLICANT of the violation. The GMS has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

Business Entity Name: FLIP St. George, LLC  
Mailing address: PO BOX 328 Gonzales, TX 78629

Location in the City of Gonzales for which the improvement is being requested:

Street Address: 322 St. George Street Gonzales, TX 78629

Other companies and locations owned and/or operated by the APPLICANT

Company Name: NA  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_

Company Name: NA  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_

6. Please attach a separate document providing a legal description of the property upon which the contemplated improvements will be located as **Exhibit A**.

7. Please attach a vicinity map locating the property within the City of Gonzales as **Exhibit B**.

8. New or existing business: ☒ New ☐ Existing  
\_\_\_\_\_ has been in operation for \_\_\_\_\_ years.

Existing # of jobs: \_\_\_\_\_ (if applicable) Full-time \_\_\_\_\_ Part-time \_\_\_\_\_

New jobs (full-time): \_\_\_\_\_ New jobs (part-time): \_\_\_\_\_

9. If leased facility, provide the following information (attach copy of current lease):

Current Landlord: NA  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

10. What other cities and/or buildings is the applicant considering to establish a new business if this application is not approved?

NA  
\_\_\_\_\_  
\_\_\_\_\_

11. Additional Information:

Describe in detail project financing, amount of debt, terms of debt service, name of issuer of debt, etc.

NA  
\_\_\_\_\_  
\_\_\_\_\_

12. Has financing been secured? NA

Yes \_\_\_\_\_ (Attach documentation)

No \_\_\_\_\_

Pending \_\_\_\_\_ With Whom? \_\_\_\_\_

13. Please provide a copy of the State sales tax reporting form for the most current three (3) month period (if applicable).

NA

14. Prior to applicants execution of this application, APPLICANT has had this reviewed by the Attorney of Applicant, or has had the opportunity to do so, and the parties hereto agree that based on the foregoing, this

application for the business improvement grant program shall not be construed in favor of one party over the other based on the drafting of this application.

15. APPLICANT and owner/landlord indemnify, defend and hold GMS harmless from any liability, injury, claim, expenses and attorney's fees arising out of a contractor, builder or contract for performance of improvements, or repair to buildings and facilities.
16. GMS has delivered a copy of the guidelines and criteria for a business improvement grant program to applicant for review, and the delivery hereof does not constitute an offer of an improvement grant.
17. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of the application for business improvement grant program. If any provision of this application for business improvement grant program should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this application shall not be affected thereby.
18. Any deviation from the approved grant project may result in the total or partial withdrawal of the grant.

### VERIFICATION

I (We), the undersigned APPLICANT(S), certify that all the information furnished GMS has been furnished freely by the APPLICANT(S), herein, and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the Gonzales Main Street may or may not grant a Business Improvement Grant based upon application or request hereunder purely as a matter of discretion, and that there is no legal right to rely on any previous actions taken in same or similar applications, or previous actions taken on other applications concerning the same or similar property.

Signed and submitted to Gonzales Main Street on this, the 20 day of April, 2018.

Applicant FLIP St. George, LLC.

Signature [Signature]

Address \_\_\_\_\_

Phone Number 830 263-2369

Applicant ~~Manda Heat~~

Signature [Signature]

Address PO BOX 328

Gonzales, TX 78629

Phone Number 830 263 0987

Name of Property Owner/Landlord \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

**DOCUMENTATION CHECKLIST**  
**for**  
**Business Improvement Grant Program**

As a part of this application, the following documentation is being provided by the applicant:

_____	Establishment of business entity name (copy of Articles of Incorporation, dba, etc.)
_____	Copy of lease agreement (if facility is leased)
_____	Legal description of subject property (Exhibit A)
_____	Vicinity map of subject property (Exhibit B)
_____	Estimates of proposed improvements (Exhibit C)
_____	Pictures of building's exterior, roof, and foundation.
_____	Scale drawing by Texas Main Street Architect or registered design professional.
_____	Documentation of approved financing
_____	State sales tax reporting form for most current three month period (if applicable)
_____	Consultation with City of Gonzales Building Official and Fire Official.
_____	Copy of construction permit.

Advisory Board Review

<u>Approved</u> _____	<u>Date</u> _____
<u>Rejected</u> _____	<u>Date</u> _____
<u>Re-Review</u> _____	<u>Date</u> _____

**COMPANY AGREEMENT  
OF  
FLIP ST. GEORGE, LLC**

This Company Agreement of **FLIP ST. GEORGE, LLC** (this "Agreement") as of the date indicated below and effective as of February 2, 2018, (the "Effective Date") by the person who signs and is identified as "Member" in this Agreement.

**ARTICLE I  
ORGANIZATION OF THE COMPANY**

1.1 Organization and Formation. The Members hereby agree to organize and form the Company as a Texas limited liability company under the Texas Business Organization Code (the "TBOC").

1.2 Name. The name of the Company is **FLIP ST. GEORGE, LLC**

1.3 Period of Duration. The period of duration of the Company shall be perpetual or until earlier dissolved pursuant to this Agreements or the TBOC.

1.4 Purpose. The Company shall engage in any other business incident thereto and that may be lawfully conducted by a limited liability company organized under the TBOC

1.5 Registered Office and Registered Agent. The address of the Company's initial registered office and the name of its initial registered agent at that address shall be designated in the Certificate of Formation.

1.6 Principal Place of Business. The principal place of business of the Company shall be designated in the Certificate of Formation.

1.7 Manager Managed. The committee of managers shall manage the Company as provided herein. The name and address of the managers shall be designated in the Certificate of Formation. Initially, there are three members of the committee of managers, STEWART FRAZIER, JR., LYNDIA FRAZIER, MANDA LEAL and JACOB LEAL.

1.8 Records To Be Maintained. The Company shall maintain such records and information as required under the TBOC.

**ARTICLE II  
DEFINITIONS**

The following terms used in this Company Agreement shall have the following meanings, unless otherwise expressly provided herein:

**"TBOC"** shall mean Chapter 101 of the Texas Business Formation Code or any successor act, as amended from time to time unless another Chapter is specifically indicated.

**"Certificate of Formation"** shall mean the Certificate of Formation of **FLIP ST. GEORGE, LLC**.

**"Capital Contribution"** shall mean the amount of money and property contributed by a Member to the Company with respect to the Member's Interest.

**"Code"** shall mean the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

**"Company"** shall mean **FLIP ST. GEORGE, LLC**.

**"Company Agreement"** shall mean and refer to this document.

**"Company Interest"** shall mean a Member's entire ownership interest in the Company, as provided in this Company Agreement and the TBOC. A Member's percentage of Company Interest shall be determined by dividing the balance of the Member's capital account by the total of all the capital accounts of all Members. Any adjustment to the Member's Company Interest caused by required contributions will be made as of the end of the calendar quarter in which the contributions were made.

**"Distributable Cash"** shall mean all cash, revenues, and funds received by the Company from the Company's operations or the sale or refinancing of all or a portion of the Company's assets, less the sum of the following to the extent paid or set aside by the Company:

- (a) All principal and interest payments on indebtedness of the Company and all other sums paid to lenders;
- (b) All cash expenditures incurred incident to the operation or expansion of the Company's business; and
- (c) Such Reserves as the committee of managers deems reasonably necessary to the proper operation, expansion, and improvement of the Company's business, as well as for contingencies and the winding down of the business.

**"Effective Date"** shall mean the Effective Date as defined in the introduction to this Company Agreement.

**"Fiscal Year"** shall mean the Company's taxable year as defined in the Code.

**"IRS"** shall mean the Internal Revenue Service.

**"Member"** shall mean each of the Persons who execute the signature page or a counterpart of this Company Agreement as a member, being, and each of the Persons who may hereafter become

a Member of the Company under the TBOC. STEWART FRAZIER, JR., LYNDIA FRAZIER, MANDA LEAL and JACOB LEAL shall be the only initial Members of the Company.

"Person" shall mean an individual, partnership, limited liability company, corporation, association, joint venture, trust, government agency, trustee, receiver, custodian, individual, official, or governmental body.

"Regulations" shall mean and refer to this document.

"Reserves" shall mean, for any Fiscal Year, funds set aside or amounts allocated during such period to reserves that shall be maintained in amounts deemed sufficient by the committee of managers for working capital and to pay taxes, insurance, debt service, capital expenditures, contingent liabilities, or other costs or expenses incident to the ownership or operation of the business of the Company.

"Transfer" (or "Transferred" or "Transferable") shall mean to make, grant, permit or suffer (directly or indirectly; voluntary or involuntary; or by operation of law) any transfer, assignment, sale, exchange, gift, bequest, devise, mortgage, pledge, grant of a security interest, or other disposition or encumbrance, or an agreement to accomplish any of the foregoing, of all or any part of a Company Interest, or any interest therein, whether now owned or hereafter acquired.

"Treas. Regs." shall mean the federal income tax regulations promulgated under the Code, as such regulations may be amended from time to time.

### ARTICLE III CAPITAL CONTRIBUTIONS

3.1 Initial Capital Contribution. The Members shall contribute the property listed on Exhibit A.

3.2 Company Interest. The Members shall own 100% of the Company.

3.3 Additional Capital Contributions. The Members shall not be required to make any Capital Contributions to the Company beyond those described in this Agreement.

3.4 Additional Operating Capital/Additional Capital Contributions. Should the Company not be able to borrow on behalf of the Company such funds as are necessary to timely discharge notes incurred for improvements and purchases of company property required in the business or re-finance such debt, the Manager, but only in such event and only for such loans, may assess each Member, based upon such Member's pro rata ownership interest in the Company, such sum or sums as are necessary to timely discharge Company's obligations. Nothing contained in this Paragraph shall be construed as giving any non member the right to seek payment of any Company obligation directly from any Member for payments on notes incurred for improvements and purchases of assets required in the business or re-finance such debt. Except as provided in the preceding sentence, a Member shall

not be obligated to contribute additional capital. Manager shall have the authority to reallocate the percentage interests of all Members, increasing the percentage interest of those who have made contributions and decreasing the percentage interest of those who did not make a contribution within 60 days from the date a call is made.

3.5 Return of Contributions. The Members shall not be entitled to the return of any part of its Capital Contributions or to be paid interest on its Capital Contribution.

3.6 Loans by Member. The Members shall not be required to make loans to the Company.

3.7 Personal Guarantees. The Members may individually guarantee certain obligations of the Company.

3.8 No Further Obligation. Except as otherwise provided herein or pursuant to the TBOC, the Member shall not have any obligation to provide any further funds to the Company.

3.9 Initial Members. The initial Members, their initial contributions to the capital, and their percentages of interest are set forth in the attached Exhibit A. The Members agree that the initial capital contributions shall have the value set forth on Exhibit A.

3.10 Adjustments to Member's Interest. To simplify the Company accounting, any adjustment to the Member's Interest caused by Contributions will be made as of the end of the calendar quarter in which the contributions were made.

3.11 Valuation. For purposes of this Agreement, the Partners agree that the initial capital contributions shall have the value set forth on Exhibit A.

#### ARTICLE IV DISTRIBUTIONS AND ALLOCATIONS

4.1 Distributions. Distributions of Distributable Cash shall be made to the Members at such times and in such amounts as the Committee of Managers, in its sole discretion, shall determine subject to the following. With regard to Distributable Cash and Company Property, the Committee of Managers shall make a determination as to the need for the cash and property to operate the Company's business. The Committee of Managers must consider: current needs for operating capital, prudent reserves for future operating capital, current investment opportunities, and prudent reserves for future investment opportunities, all in keeping with the purpose for the Company. It is the duty of the Committee of Managers, in determining the amount of Distributable Cash available for the payment of distributions, to take in to account (A) the needs of the Company in its business and sums necessary in the operations of the business until the income from further operation is available; (B) the amount for its debts; (C) the necessity or advisability of paying its debts, or at least reducing them within the limits of the Company credit, (D) the preservation of its capital as represented in the property of the Company as a fund for the protection of its creditors, and (E) the character of its surplus Property.



4.2 Allocation of Net Profits and Net Losses. The Committee of Managers shall allocate all items of income, loss, deduction, and credit of the Company to the Members according to the Code.

4.3 Tax Classification. The Company shall be classified and taxed as the Committee of Managers determine in accordance with the Treas Reg. The Company shall be taxed as a partnership unless the Committee of Managers determines other tax classification. The Committee of Managers is to insure that the Company is classified and taxed as it determines.

4.4 Capital Accounts. A capital account shall be established for each Member and maintained in such a manner to correspond with the capital of the Member as reported for federal income tax purposes. Each Member's capital account shall be credited with the value of a Member's contribution of cash or other property to the Company, and shall be credited or charged annually with the Member's distributive share of items of income, gain, loss, deduction and credit for federal income tax purposes. Distributions of cash or other property to Member shall be charged against their respective capital accounts as a withdrawal of capital.

4.5 Adjusting the Capital Accounts for Compliance with Section 704. Notwithstanding anything in this Agreement to the contrary, the capital accounts of the Members shall be subject to adjustment as necessary in order to comply with Section 704 of the Code and the Treasury Regulations promulgated from time to time thereunder.

4.6 Adjustments to Determine Capital Accounts. Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account of any Member for any purpose under this Agreement, the capital account of the Member shall be determined after giving effect to the allocation for the Company's current year of income and losses from operations and all distributions for such year.

4.7 Restoration of Capital Accounts. Each Member shall be required to restore a deficit in that member's Capital Account upon liquidation of the Company of the Member's Company Interest.

## ARTICLE V ACCOUNTING AND RECORDS

5.1 Tax Elections. The Committee of Managers shall make on behalf of the Company all tax elections and determinations and shall timely file all other writings required by any governmental authority.

5.2 Bank Accounts. The Committee of Managers shall establish, maintain, and secure one or more separate accounts for Company funds in the Company name at such financial institutions as it may designate. The committee of managers may not commingle the Company's funds with the funds of any Member or other Person.

## ARTICLE VI COMMITTEE OF MANAGERS

6.1 General Powers. Except as otherwise provided herein in Section 6.17, the powers of the Company shall be exercised by or under the authority of and the business and affairs of the Company shall be managed under the direction of the Committee of Managers of the Company.

6.1A Authority of Committee of Managers. The Committee of Managers by at least a majority of the Managers (i.e. by more than 50% of the Members of the Committee of Managers) may do all things appropriate in carrying out the business and affairs of the Company including:

- (a) Selling, exchanging, assigning, conveying, leasing, and transferring legal and equitable title to the Company Property on terms and conditions deemed reasonable by the Committee of Managers including entering into real estate listing agreements offering the Property for sale at any price on any terms and with any commission agreement, contracting to sell the Company Property or any price on any terms, conveying Company Property, conveying Company, Property, executing and delivering any legal instruments relating to the sale and conveyance of the Company Property, including but not limited to general and special warranty deeds, notices, disclosures, waivers, and designations.
- (b) Acquiring property for the Company, and operating, improving, and developing any Company Property including entering into contracts for the purchase of real estate for sale at any price on any terms, executing and delivering notes, deeds of trusts, financing statement, and other legal instruments relating to the purchase of Company Property.
- (c) Borrowing money, financing, refinancing, or otherwise incurring obligations for the Company's account and pledging, mortgaging.
- (d) Retaining, without liability, any property in the form it is received without regard to its productivity or the proportion that any one asset or class of assets may bear to the whole.
- (e) **Opening and maintaining bank and investment accounts and arrangements, drawing checks and other orders for paying money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements.**
- (f) Compromising claims against the Company.
- (g) Executing and accepting any instrument, conveyance, or agreement incident to the Company's business or property without the members' joinder, ratification, or consent.
- (h) Paying all Company debts, obligations, and expenses.
- (i) Performing the Company's obligations, and exercising all the Company's rights, under any agreement to which the Company or its nominee is a party.
- (j) Acquiring and determining amounts of insurance coverage required by the Company's business and Property.
- (k) Entering into contracts and business undertakings to further the Company's businesses and affairs.
- (l) Carrying out the Company's business and affairs through other partnerships, corporations, limited liability companies, or other entities.
- (m) Maintaining the Company Property in good order.
- (n) Collecting sums due the Company.
- (o) Investing and reinvesting Property to accomplish Company's purposes.
- (p) Distributing Distributable Cash subject to other provisions of this Agreement.
- (q) Executing and filing certificates or instruments as required or permitted by the Act and any other laws of Texas or any other jurisdiction where the Company does business.
- (r) Employing such consultants and professional help as necessary.

6.2 Number. The Committee of Managers shall consist of not less than one nor more than ten Managers. The Members shall determine the number of managers at the annual meeting of the Member.

6.3 Term of Managers. Except as otherwise provided herein, each manager shall hold office until the next annual meeting of the Members and until his successor shall have been elected and qualified.

6.4 Election of Managers. The Members shall elect the managers at the annual meeting of the Members. The initial managers shall be STEWART FRAZIER, JR., LYNDIA FRAIZER MANDA LEAL and JACOB LEAL.

6.5 Removal. Any manager or the entire Committee of Managers may be removed, with or without cause, by the Member at any meeting of the Members called for that purpose. If any or all managers are so removed, new managers may be elected at the same meeting.

6.6 Resignation. A manager may resign by providing notice in writing of such resignation to the Company. The resignation shall be effective upon the date of receipt of the notice of resignation or the date specified in such notice. Acceptance of the resignation shall not be required to make the resignation effective.

6.7 Vacancies. Any vacancy occurring in the Committee of Managers shall be filled by election at an annual or special meeting of Member called for that purpose. A manager elected to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office.

6.8 Annual Meeting of Managers. Immediately following each annual meeting of the Member, the Committee of Managers shall hold an annual meeting at which they shall elect officers and transact such other business as shall come before the meeting. The time and place of the annual meeting of the committee of managers may be changed by resolution of the committee of managers.

6.9 Regular Meetings of Managers. A regular meeting of the Committee of Managers may be held at such time as shall be determined from time to time by resolution of the committee of Managers.

6.10 Special Meetings of Managers. The secretary shall call a special meeting of the Committee of Managers whenever requested to do so by the president, by two (2) or more managers (or one manager if the committee consists of only one manager), or by a Member. Such special meeting shall be held at the date and time specified in the notice of meeting.

6.11 Place of Meetings. All meetings of the committee of managers shall be held either at the principal office of the Company or at such other place as shall be specified in the notice of meeting or executed waiver of notice.

6.12 Notice of Meetings. Notice of the date, time, place, and purpose of special meetings shall be given to each manager by regular mail, telephone (including voice mail), facsimile, or e-

mail no less than one (1) day prior to the meeting. Annual and regular meetings of the committee of managers may be held with or without notice. In any case where all of the managers execute a waiver of notice of the time and place of meeting, no notice thereof shall be required, and any such meeting shall be held at the time and at the place specified in the waiver of notice.

6.13 Quorum of Managers. The number of managers present shall constitute a quorum for the transaction of Company business. The act of the majority of the managers present at the meeting at which a quorum is present shall be the act of the committee of managers.

6.14 Telephone Meetings. Managers may participate in and hold a meeting by means of telephone conference or similar communications. Participation in the meeting shall constitute presence in person at the meeting.

6.15 Consent in Lieu of a Meeting. Any action required or permitted to be taken by the committee of managers under this Company Agreement may be taken without a meeting if all the managers individually and collectively consent in writing to the action to be taken. Such written consent shall have the same force and effect as a unanimous vote of the Committee of Managers.

6.16 Compensation. Each manager may be paid such manager's expenses for attending each meeting of the committee of managers and may be paid a stated salary as manager or a fixed sum for attending each meeting of the committee of managers. No such payment shall preclude any manager from serving the Company in any other capacity and receiving compensation therefor.

6.17 Limitations on Authority. Without the prior written consent of the Members, the committee of managers shall not:

- (a) Do any act in contravention of this Company Agreement or the TBOC;
- (b) Perform any act that is not in the furtherance of the business of the Company and in the best interests of the Members;
- (c) Use, directly or indirectly, the assets of the Company for any purpose other than for the business of the Company and for the use and exclusive benefit of the Members;
- (d) Commingle Company funds with those of any other person or entity;
- (e) Cause the Company to enter into any transaction that is not bona fide;
- (f) Assign, transfer, pledge, compromise, or release any claim of the Company except for full payment or full consideration thereof;
- (g) Make a general assignment for the benefit of creditors;
- (h) Dissolve and wind up the Company, elect to reconstitute the

Company, or elect to continue the business of the Company;

- (i) Sale, exchange, or otherwise dispose of the business of the Company;
- (j) Merge or consolidate the Company with any other entity;
- (k) Change the nature of the business of the Company;
- (l) Do any act that would make it impossible to carry on the business of the Company; or
- (m) Amend or otherwise change this Company Agreement so as to modify the rights or obligations of the Member as set forth herein.

6.18 Standard of Performance. The manager shall only be obligated to devote such time and attention to the conduct of the business of the Company as shall be reasonably required for the conduct of such business, and the committee of managers is expressly authorized to exercise its powers and discharge its duties hereunder through its officers, agents, and employees. The committee of managers shall act in good faith in the performance of its obligations hereunder but shall have no liability or obligation to the Members or the Company for any decision made or action taken in connection herewith if made or taken in good faith, irrespective of whether the same may be reasonably prudent or whether bad judgment was exercised in connection therewith. This standard of performance of this Section 6.18 shall extend to the officers, agents, and employees of the Company and the committee of managers.

6.19 Liability of Managers.

(a) A manager shall be liable under this Agreement only for such manager's respective fraud, gross negligence, or willful misconduct, and shall not be liable (i) for errors in judgment (including, without limitation, believing in good faith that it is acting within the power and authority as described in this Agreement), (ii) for any acts or omissions that do not constitute gross negligence or willful misconduct, or (iii) for the negligence (whether of omission or commission), dishonesty, or bad faith of any employee, consultant, agent, attorney, accountant, engineer, architect, or insurance agent of the Company selected and supervised by a manager with reasonable care. Any act or omission by a manager, if done in reliance upon the opinion of legal counsel or public accountants selected with the exercise of reasonable care by such manager on behalf of the Company, shall conclusively be presumed not to constitute fraud, gross negligence, or willful misconduct on the part of such manager. Any defense undertaken by the Company or its insurance carrier hereunder shall afford the indemnified manager the right to have its own counsel participate (at such manager's sole cost) in the defense.

(b) In any threatened, pending, or completed action, suit, or proceeding (civil or criminal) to which a manager was or is a party, or is threatened to be made a party, by reason of the fact that it is or was a manager, the Company shall indemnify and hold harmless such

manager against all expenses (including reasonable attorneys' and accountants' fees, court costs, and expenses), judgments, and amounts paid in settlement actually and reasonably incurred by it in connection with such action, suit, or proceeding if the conduct of such manager did not constitute fraud, gross negligence, or willful misconduct.

(c) To the extent that a manager has been successful on the merits in seeking indemnification in accordance with this Section 6.19, the Company shall indemnify it and hold it harmless against the expenses (including reasonable attorneys' and accountants' fees and costs) actually and reasonably incurred by it in connection therewith.

(d) The termination of any action, suit, or proceeding by judgment, order, settlement, or otherwise shall not, by itself, create a presumption that the conduct of a manager constituted fraud, gross negligence, or willful misconduct.

(e) Expenses, (including reasonable attorneys' and accountants' fees, court costs, and expenses) incurred in defending any claim, action, suit or proceeding (civil or criminal) shall be paid by the Company in advance of the final disposition of the matter upon receipt of an undertaking by or on behalf of such manager to repay such amount if such member is ultimately determined not to be entitled to such indemnity. Regardless of the indemnity provided for under this Section 6.19, the Company may carry such indemnification insurance as the committee of managers deem necessary.

(f) As used in this Section 6.19, the indemnification and reimbursement of a Manager shall also be provided to the committee of manager's officers, agents, and employees to the extent that such Persons are also named.

(g) Nothing in this section 6.19 is intended to provide any manager with any indemnification against liability for, or to relieve any manager for liability for any act or omission of such manager constituting a breach of such manager's obligations under this Agreement and the TBOC.

6.20 Reimbursements and Fees. The committee of managers shall be reimbursed by the Company for all third-party expenses incurred in connection with the discharge of its duties hereunder; provided, that the committee of managers shall be required to pay such expenses only to the extent the Company provides funds therefore. The reimbursement provision of this Section 6.20 shall extend to the officers, agents and employees of the Company and the committee of managers.

6.21 Power of Attorney. The Member hereby appoints the committee of managers as such Member's true and lawful attorney-in-fact for the purpose of executing, swearing to, acknowledging, and the delivering of all certificates, documents, and other instruments as the committee of managers determines may be necessary, appropriate, or advisable in furtherance of the business of the Company or in complying with applicable law. Upon request by the committee of managers, the Member shall confirm its grant of such power and shall execute, swear to, acknowledge, and deliver any such certificate, document, or other instrument as the committee of managers deems

necessary, appropriate, or advisable.

6.22 Reliance on Authority. Any person dealing with the committee of managers may rely on the authority of the committee of managers. Persons dealing with the committee of managers have no obligation to ascertain the committee of managers' compliance with the terms of this Company Agreement. Every contract, deed, mortgage, note, document, or instrument executed under the authority of the committee of managers with respect to any property of the Company shall be conclusive evidence in favor of any and every person relying on such execution that (i) at the time of the execution or delivery of the document this Company Agreement was in full force and in effect; (ii) the instrument or document was duly executed in accordance with the terms and provisions of this Agreement and is binding on the Company and the Member, and (iii) the Committee of Managers or its officers was duly authorized and empowered to execute and deliver any and every such instrument or document on behalf of the Company.

## ARTICLE VII OFFICERS OF THE COMPANY

7.1 Officers. The Company has no officers.

## ARTICLE VIII MEETINGS OF THE MEMBER

8.1 Action of Member. Any action required or permitted to be taken by the Members under this Company Agreement shall be determined by the majority of the Company Interest vote of the members at a meeting of the members or by the majority of the Company Interest vote of the members vote other than at a meeting as otherwise provided in this Company Agreement, except as provided in Section 9.2. Majority in interest means more than 50% of the Company Interest entitled to vote.

8.2 Time and Place. Meetings of the Member for the election of managers or for any other purpose shall be held at the time and place determined by the members.

## ARTICLE IX TRANSFER RESTRICTIONS

9.1 General Application. ANY PURPORTED TRANSFER NOT MADE IN COMPLIANCE WITH THIS ARTICLE IX SHALL BE NULL AND VOID AND OF NO FORCE AND EFFECT. The transferee of any Transfer which does not comply with the provisions of this Article IX shall have no right to require any information or account of the Company's transactions, to inspect the Company's books and records, or to participate in any option granted to, or matter requiring the approval or disapproval of the Member, and such right shall be exercisable by, and only by the transferor, and such transferee shall have no other rights except as required by law.

9.2 Restrictions. No Transfer of any Company Interest shall be made without the express written consent of the committee of managers, which consent may be withheld at the committee's

sole discretion, and of all the Members, i.e. unanimous (i.e. the Required Consent). The Committee of Managers shall not permit any Transfer of a Company Interest unless:

(a) The transferor and the transferee shall execute and acknowledge such instruments as the Company may deem necessary or desirable to effect the admission of the transferee as a substituted or additional Member, including the written acceptance and adoption by the transferee of all of the terms and provisions of this Agreement as the same may be amended from time to time, and the transferee shall pay all reasonable fees and other costs (including reasonable attorneys' fees) incurred by the Company in connection with the Transfer and admission of the transferee to the Company; and

(b) The Company shall have filed any documents necessary to effect the substitution or addition of the transferee as a substituted Member in place of the transferor.

(c) A member may transfer his or her Company Interest to a Permitted Transferee without the Required Consent. A Permitted Transferee, upon receiving a transfer of a Company Interest, shall be a substitute Member.

(d) Permitted Transferee means (i) a member; (ii) descendant(s) of a member including descendants by adoption, who have attained the age of 21; (iii) a trust created for the benefit of one of more persons listed in (i) or (ii) above; or (iv) descendant(s) of a member under the age of 21 if the Company Interest is held in trust by a Trustee who is a member or a spouse of a member at least until the youngest descendant who is a beneficiary of the trust attains the age of 21 and such Trustee has complete control and authority over the Company Interest held in trust including the voting rights of the Company Interest. Any dispute or question regarding whether transfer(s) of Company Interest qualify as a transfer to a "Permitted Transferee" shall be resolved by the Committee of Managers.

9.3 Sub-chapter S of the Code. Notwithstanding any provision in this Agreement, the Member shall not transfer its Company Interest or cause the Company to cease to be classified as an S Corp if such election has been made by the Company.

9.4 Bankrupt Member. If any Member becomes a Bankrupt Member as defined below, the Company shall have the option, exercisable by notice from the Committee of Managers to the Bankrupt Member (or its representative) at any time prior to the 180th day after receipt of notice of the occurrence of the event causing it to become a Bankrupt Member, to buy, and on the exercise of this option the Bankrupt Member or its representative shall sell, its Company Interest. The purchase price shall be an amount equal to the fair market value thereof determined by agreement by the Bankrupt Member (or its representative) and the Committee of Managers; however, if those Persons do not agree on the fair market value on or before the thirtieth day following the exercise of the option, either such Person, by notice to the other, may require the determination of fair market value to be made by an independent appraiser specified in that notice. If the Person receiving that notice objects on or before the tenth day following receipt to the independent appraiser designated in that notice, and those Persons otherwise fail to agree on an independent appraiser, either such Person may petition the (i) the Gonzales County District Court Judge or (ii) if the event causing the Member to be a Bankrupt Member is subject to federal jurisdiction then the United States District Judge who is



then senior in service, for the District and Division in which the registered office is located, to designate an independent appraiser. The determination of the independent appraiser, however designated, is final and binding on all parties. The Bankrupt Member and the Company each shall pay one-half of the costs of the appraisal. The purchaser shall pay the fair market value as so determined in four equal cash installments, the first due on closing and the remainder (together with accumulated interest on the amount unpaid at the General Interest Rate as defined below) due on each of the first three anniversaries thereof. The payment to be made to the Bankrupt Member or its representative pursuant to this Section 9.4 is in complete liquidation and satisfaction of all the rights and interest of the Bankrupt Member and its representative (and of all Persons claiming by, through, or under the Bankrupt Member and its representative) in and in respect of the Company, including, without limitation, any Company Interest, any rights in specific Company property, and any rights against the Company and (insofar as the affairs of the Company are concerned) against the Members, and constitutes a compromise to which all Members have agreed pursuant to section 101.154 of the TBOC

9.5 Definition of "Bankrupt Member". "Bankrupt Member" means (except to the extent of a consent that complies with the provisions of this Article IX above) any Member (a) that (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief such as a charging order or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (iv) files a petition or answer seeking for the Member a reformation, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in a Proceeding of the type described in sub-clauses (i) through (iv) of this clause (a); or (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member's or of all or any substantial part of the Member's properties; or (b) against which a Proceeding seeking reformation, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law has been commenced and 120 days have expired without dismissal thereof or with respect to which, without the Member's consent or acquiescence, a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member's properties has been appointed and 90 days have expired without the appointment's having been vacated or stayed, or 90 days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

9.6 Definition of "General Interest Rate". "General Interest Rate" means a rate per annum equal to the lesser of (a) varying rate per annum that is equal to the interest rate publicly quoted by Wells Fargo from time to time as its prime commercial or similar reference interest rate, with adjustments in that varying rate to be made on the same date as any change in that rate, and (b) the maximum rate permitted by applicable law.

## ARTICLE X DISSOLUTION AND TERMINATION

10.1 Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

- (a) The sale of all or substantially all of the assets of the Company; or
- (b) The decision of the Members to dissolve.

10.2 Liquidation and Distribution of Assets. Upon dissolution, the committee of managers shall proceed with the winding up of the affairs of the Company. The committee of managers shall sell or convert into cash all assets as promptly as possible, but in a businesslike manner so as not to cause undue loss. The proceeds from the sale of the Company's assets, to the extent available, together with any assets to be distributed in kind, shall be applied and distributed in the following order of priority:

- (a) First, to creditors and the expenses of liquidation, in the order of priority provided by law;
- (b) Second, to the establishment of any Reserves which the committee of managers determines to be reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company; and
- (c) Thereafter, to the Members in accordance with the Code and Treas. Regs.

10.3 Time of Liquidation. A reasonable time shall be allowed for the orderly liquidation of the properties and other assets of the Company and the discharge of liabilities to creditors so as to enable the committee of managers to attempt to minimize to the extent it deems practicable, advisable, or desirable, the normal losses attendant upon a liquidation.

10.4 Certificate of Cancellation. When all debts, liabilities, and obligations have been paid and discharged, or adequate provisions have been made therefore, and all of the remaining property and assets have been distributed to the Member, a certificate of cancellation in the form required under the TBOC shall be executed and filed with the Texas Secretary of State. Upon the filing of the certificate of cancellation, the existence of the Company shall cease, except for the purpose of suits, other proceedings, and appropriate action as provided in the TBOC

## ARTICLE XI MISCELLANEOUS

11.1 Pronouns. All pronouns, and any variations thereof; as used in this Agreement shall be deemed to refer to the masculine, feminine, and neuter, singular and plural, as the identity of the party or parties may require.

11.2 Headings. All headings, titles, or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision in this Agreement.

11.3 Nature of Interest. The Member's Interest in the Company is personal property for all purposes.

11.4 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each to constitute an original, but all in the aggregate to constitute one agreement as executed.

11.5 Severability. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

11.6 Governing Law. This Agreement SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

11.7 No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the Member and its respective successors and permitted assigns and are not for the benefit of any other Person or entity.

11.8 Heirs, Successors, and Assigns. Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors, and assigns.

11.9 Waivers. The failure of the Member to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Company Agreement shall not prevent a subsequent TBOC, which would have originally constituted a violation, from having the effect of an original violation.

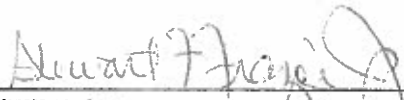
11.10 Amendment, Termination, and Waiver. This Company Agreement may be amended, modified, terminated, or waived only by a written instrument by the Member.


11.11 Title to Property. All real and personal property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, the Member shall not have any ownership interest in such property in its individual name or right, and the Member's interest in the Company shall be personal property for all purposes.

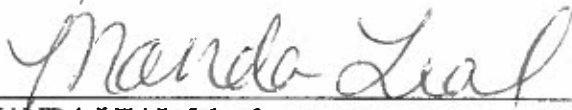
11.12 Waiver of Certain Rights. Except as otherwise provided herein, the Member irrevocably waives any right it may have to an action dissolution of the Company or for partition of the property of the Company.

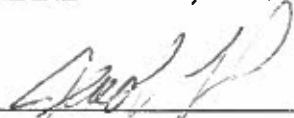
11.13 Attorneys' Fees. If the Company or the Member brings any legal action to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, in addition to any other remedy or relief to which such party may be entitled.

IN WITNESS WHEREOF, the undersigned Member has executed this Agreement of **FLIP ST. GEORGE, LLC** to be effective as of the Effective Date.

  
\_\_\_\_\_  
STEWART FRAZIER, JR, Member

  
\_\_\_\_\_  
LYNDA FRAZIER, Member

  
\_\_\_\_\_  
MANDA LEAL, Member

  
\_\_\_\_\_  
JACOB LEAL, Member

**EXHIBIT "A"**  
**FLIP ST. GEORGE, LLC**

<u>Member's Name</u>	<u>Commitment</u>	<u>Initial Company Interest</u>
STEWART FRAZIER, JR.		25%
LYNDA FRAZIER		25%
MANDA LEAL		25%
JACOB LEAL		25%

EXHIBIT "A"

TRACT 1:

Being all that certain tract of 0.18 of an acre of land, more or less, lying and being situated in Gonzales County, Texas, being part of Lot No. 1, in Block No. 19, in the Original Inner Town of Gonzales, more particularly being described as TRACT ONE in Warranty Deed dated December 13, 2010, executed by G. Dewitt Developers, Ltd. To Andover-Goliad, LLC, recorded in Volume 1049, Page 192, of the Official Records of Gonzales County, intended to be described by metes and bounds, with bearing basis GPS Grid North, as follows:

**BEGINNING** at a 5/8 inch iron rod set (all iron rods set with red plastic cap marked Gonzales First Shot Surv) at the northwest corner of said Andover-Goliad tract, and at the northeast corner of a tract of land described in Special Warranty Deed dated March 4, 1941, executed by Jake Stahl to Domingo Torres and Juanita DeLeon Torres, recorded in Volume 190, Page 469, of the Gonzales County Deed Records, the same being in the north line of said Lot No. 1 and said Block No. 19, and in the south line of Saint George Street, for the northwest corner of this tract or parcel of land hereby intended to be described;

**THENCE** North 68° 58' 38" East 85.00 feet along the north line of said Andover-Goliad tract, and said Lot No. 1, and said Block No. 19, and the south line of said Saint George Street, to a point in a wall at the northeast corner of said Andover-Goliad tract, and at the northwest corner of a tract of land described in General Warranty Deed dated March 5, 2009, executed by G. DeWitt Developers, Ltd. To DeMent & Company, LLC, recorded in Volume 998, Page 715, of the Official Records of Gonzales County, for the northeast corner of this tract or parcel of land hereby intended to be described;

**THENCE** South 21° 01' 22" East along the east line of said Andover-Goliad tract, and the west line of said DeMent tract, at 50.25 feet, crossing the northeast corner of a 0.004 acre easement described as Exhibit "B" in Easement Agreement dated March 5, 2009, executed by G. DeWitt Developers, Ltd. To DeMent & Company, LLC, recorded in Volume 998, Page 718, of the Official Records of Gonzales County, and continuing along the east line of said easement, in all a distance of 94.00 feet to a point in a wall at the southeast corner of said Andover-Goliad tract, and at the southeast corner of said easement, and at the northeast corner of a tract of land described in Warranty Deed dated December 19, 1974, executed by Mildred Burke May to Pablo G. Lopez and Felicitano Lopez, recorded in Volume 405, Page 803, of the Gonzales County Deed Records, for the southeast corner of this tract or parcel of land hereby intended to be described;

**THENCE** South 68° 58' 38" West along the south line of said Andover-Goliad tract and said easement and the north line of said Lopez tract, at 1.87 feet, crosses a 5/8 inch iron rod found 0.4 foot below ground, at 4.16 feet, crossing the southwest corner of said easement, at 36.37 feet crossing the northwest corner of said Lopez tract, and the northeast corner of a 0.10 acre tract of land described as TRACT TWO in Special Warranty Deed dated November 18, 2010, executed by G. Dewitt Developers, Ltd. To Emilio Laredo, recorded in Volume 1035, Page 706 of the Official Records of Gonzales County, and continuing along the north line of said Laredo TRACT TWO, in all a distance of 45.50 feet to a 5/8 inch iron rod found 0.2 foot above ground at an interior corner of said Andover-Goliad tract, and at a northwest corner of said

Laredo TRACT TWO, for an interior corner of this tract or parcel of land hereby intended to be described;

THENCE South  $21^{\circ} 01' 22''$  East 1.00 foot along an east line of said Andover-Goliad tract, and a west line of said Laredo TRACT TWO, to a  $5/8$  inch iron rod found 0.1 foot above ground at a southeast corner of said Andover-Goliad tract, and at an interior corner of said Laredo TRACT TWO, for a southeast corner of this tract or parcel of land hereby intended to be described;

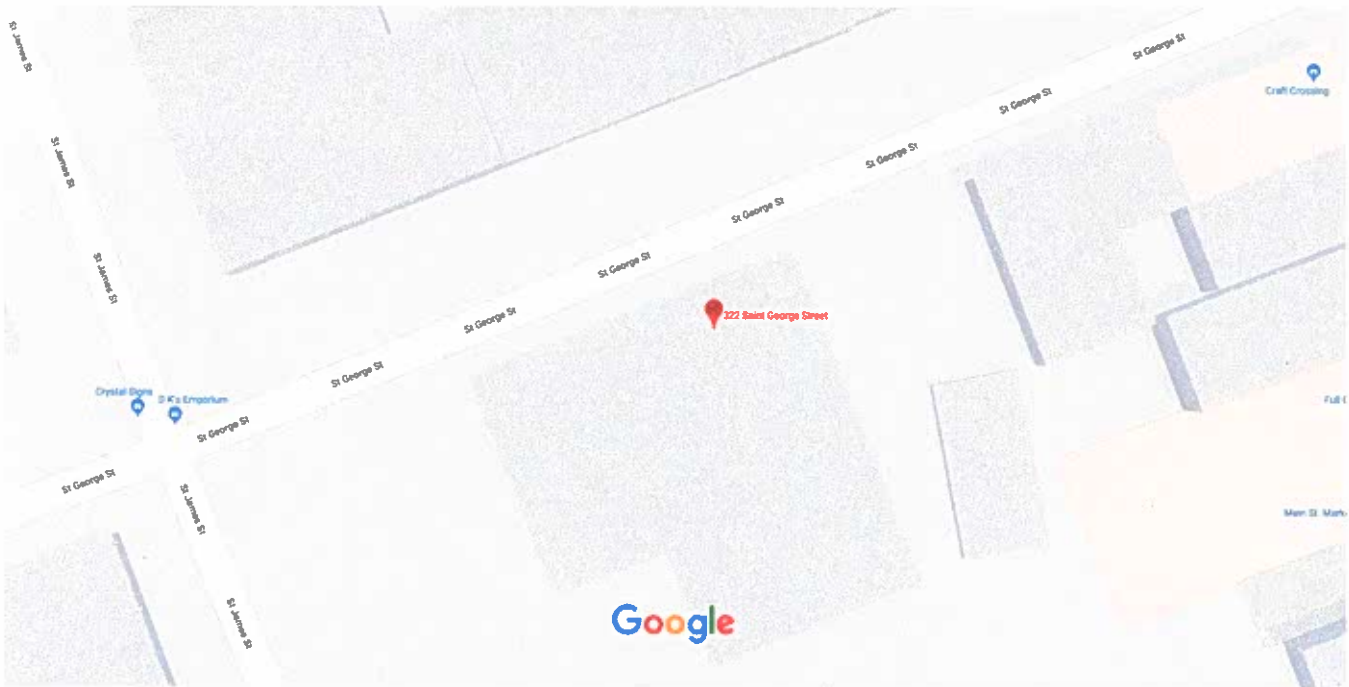
THENCE South  $68^{\circ} 58' 38''$  West 39.50 feet along the south line of said Andover-Goliad tract, and the north line of said Laredo TRACT TWO, to a  $5/8$  inch iron rod found 0.4 foot below ground at the southwest corner of said Andover-Goliad tract and at the southeast corner of a tract of 0.08 of an acre of land described as TRACT ONE in above deed to Emilio Laredo, for the southwest corner of this tract or parcel of land hereby intended to be described;

THENCE North  $21^{\circ} 01' 22''$  West along the west line of said Andover-Goliad tract, and the east line of Laredo TRACT ONE at 13.00 feet, crossing a northeast corner of said Laredo TRACT ONE and the southeast corner of a residue of land in said Lot No. 1, at 20.00 feet, crossing the southeast corner of said Torres tract, and continuing along the east line of said Torres tract, in all a distance of 44.00 feet to a  $5/8$  inch iron rod set at a northwest corner of said Andover-Goliad tract, and at an interior corner of said Torres tract, for a northwest corner of this tract or parcel of land hereby intended to be described;

THENCE North  $68^{\circ} 58' 38''$  East 1.00 foot along a north line of said Andover-Goliad tract, and a south line of said Torres tract, to a  $5/8$  inch iron rod set at an interior corner of said Andover-Goliad tract, and at a southeast corner of said Torres tract, for an interior corner of this tract or parcel of land hereby intended to be described;

THENCE North  $22^{\circ} 08' 46''$  West 51.01 feet along the west line of said Andover-Goliad tract, and the east line of said Torres tract, to the PLACE OF BEGINNING, as is shown on Gonzales First Shot Surveying Plat No. S18-030, dated March 1, 2018.

# Google Maps 322 St George St



Map data ©2018 Google 20 ft



**322 St George St**  
Gonzales, TX 78629



At this location

**T-Rex Therapy Services**



**KOINONIA BUILDERS, LLC**  
3322 LONGHORN ROAD  
HOUSTON, TX 77084  
(877) 564-6664  
[www.koinoniabuildersllc.com](http://www.koinoniabuildersllc.com)

**GARY W. MOYER**  
GENERAL MANAGER

**BID**

**CUSTOMER:** FLIP ST. GEORGE LLC - ST. GEORGE DELI AND COFFEE SHOP  
322 ST. GEORGE STREET  
GONZALES, TX 78629

**SCOPE OF WORK:**

**PAINTING -** REMOVE EXISTING PAINT AS NEEDED  
  
PREPARE SURFACE TO ACCEPT PAINT APPLICATION  
  
PAINT BUILDING WITH CUSTOMER SELECTED PAINT

**AWNING -** REMOVE EXISTING AWNING  
  
CONSTRUCT NEW AWNING CONSISTING OF:  
  
6" C PURLIN FRAME WITH CROSS BEAMS EVERY 4'  
  
INSTALL GALVALUME METAL  
  
INSTALL SEAMLESS GUTTER LENGTH OF AWNING  
  
TO BE CONNECTED TO BUILDING AND USE EXISTING SUPPORTS (FREE STANDING)  
  
TO INCLUDE FRAME TO HOLD SIGN AND ELECTRICAL TO SIGN  
  
ELECTRICAL FOR LIGHTS UNDERNEATH AND HANGERS FOR SIGN  
  
INSTALL CEDAR CEILING

**WINDOWS -** REMOVE CURRENT GLASS IN WINDOWS  
  
REPLACE WITH TEMPERED LOW E INSULATED GLASS  
  
6 - 36" X 82"  
  
REMOVE CURRENT GLASS IN WINDOWS ABOVE DOORS  
  
REPLACE WITH TEMPERED LOW E INSULATED GLASS

**DOORS -** REMOVE CURRENT DOORS AND OPEN DOOR THAT HAS BEEN CLOSED IN  
  
REFRAME TO ACCEPT NEW DOOR JAMBS  
  
INSTALL NEW DOORS

**OTHER -** BOX IN ELECTRICAL BOX WITH CEDAR (ACCESS DOOR FOR METER)

**DEBRIS -** REMOVE ALL DEBRIS FROM LOCATION

TOTAL BID FOR ABOVE MATERIALS AND LABOR

**\$ 21,665.00**

THE ABOVE BID IS VALID FOR SIXTY DAYS FROM DATE OF SIGNATURE.

  
GARY W MOYER, GENERAL MANAGER

4/19/18  
DATE

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## WOODGRAIN OAK FINISHES



Light Oak



Medium Oak



Walnut Oak

## WOODGRAIN TEAK FINISH



Cocoa Teak

Available widths: 4-9/16", 5-1/4" and 6-9/16"

Available widths: 4-9/16", 5-1/4" and 6-9/16"

## WOODGRAIN MAHOGANY FINISHES



Honey Mahogany



Cherry Mahogany



Chocolate Mahogany



Chestnut Mahogany

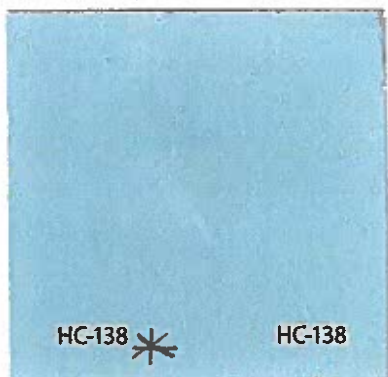
Available widths: 4-9/16", 5-1/4" and 6-9/16"

Note: A close up of the door system—jamb on the left and door panel on the right—shown in the images above.

featherriverdoors.com

7

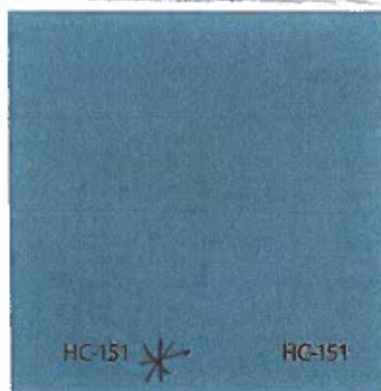
322



HC-138 \*

HC-138

318



HC-151 \*

HC-151

HC  Benjamin Moore HC

**Financial Statement**  
**March 31, 2018**  
**Gonzales Main Street, Inc.**

Date	Num	Description	Category	Amount
<b>Balance as of 02/28/2018</b>				<b>20,507.48</b>
03/09/2018	DEP	Deposit	Yard Sale	40.00
03/09/2018	DEP	Deposit	Come & Taste It	200.00
03/09/2018	DEP	Deposit	Sponsorship	1,050.00
03/09/2018	ATM	Signs on thecheap	Signage	-274.76
03/16/2018	DEP	Deposit	Come & Taste It	200.00
03/16/2018	DEP	Deposit	Sponsorship	500.00
03/23/2018	DEP	Deposit	Yard Sale	40.00
03/23/2018	DEP	Deposit	Come & Taste It	50.00

<b>Balance as of 03/31/2018</b>	<b>22,312.72</b>
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**Business Improvement Grant**  
**March 31, 2018**

Date	Num	Description	Category	Amount
<b>Balance as of 02/28/2018</b>				<b>22,872.09</b>
<b>Balance as 03/31/2018</b>				<b>22,872.09</b>