OFFER INSTRUCTIONS FOR SALE OF IMPROVED REAL PROPERTY BY

**THE HARRIS CENTER FOR MENTAL HEALTH AND IDD ("THE HARRIS CENTER" OR "SELLER")**

Property

The property consists of approximately **0.215 (T) acres of real property, including 9,540 square feet of improvements located at 612 Branard St., Houston,** Harris County, Texas 77006, as depicted and described in the attached Exhibit **"A"** (the “Property”).The Property and any portion thereof shall be used and occupied, if at all, only in accordance with applicable laws and with use restrictions (if any) as described in Exhibit "D" as attached hereto and incorporated herein.

Instructions:

1. All offers must be submitted on the form of Letter of Intent attached hereto as Exhibit B. To submit an offer, the offeror must complete all sections of the Letter of Intent, include all required exhibits to the Letter of Intent, and submit one (1) original and four (4) copies of the executed Letter of Intent.
2. All offers must be accompanied by the required Earnest Money Deposit, in the amount of **$10,000.00,** made payable to CharterTitle Company. All offers that are not accepted will be returned to the Offeror together with the uncashed earnest money deposit check.
3. All required submissions should be delivered Monday through Friday, between the hours of 8:30 a.m. and 4:00 p.m. (up to the deadline for submission) to:

Attention: Ernest Savoy Esq.

Sr. Asst. General Counsel of Contracts and Real Estate Department of Contract Services

The HARRIS CENTER for Mental Health and IDD 9401 Southwest Freeway

Houston, Texas 77074

1. The sealed and completed Letter of Intent form and Earnest Money Deposit check **must be delivered to the above party at the above address no later than 10:00 a.m. on Thursday, June 26, 2025.**

PLEASE STATE THE FOLLOWING ON THE OUTSIDE OF THE ENVELOPE: *LOI for 7011/7033 Southwest Freeway Houston Texas.*

1. Seller reserves the right to negotiate and execute a backup contract for the Property. In the event an acceptable offer is not received by the deadline, then the Property shall remain for sale, and the offer period shall remain open until an acceptable offer is received, and purchase and sale agreement is executed by Seller.
2. THE LETTER OF INTENT FORM ATTACHED AS EXHIBIT B, ONCE EXECUTED BY AN OFFEROR, CONSTITUTES AN OFFER TO PURCHASE THE PROPERTY AND MAY CREATE LEGAL OBLIGATIONS ON THE OFFEROR. AN OFFER MAY ONLY BE ACCEPTED BY FORMAL ACTION OF THE HARRIS CENTER BOARD OF TRUSTEES. OFFERORS MAY WISH TO HAVE AN ATTORNEY REVIEW THE LETTER OF INTENT TO ADVISE THEM AS TO THE EFFECTS THEREOF.
3. SELLER RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS FOR THE PURCHASE OF THE PROPERTY, OR NEGOTIATE OR MAKE COUNTER-OFFERS TO OFFEROR, ALL IN SELLER'S SOLE DISCRETION.
4. THIS SALE SHALL BE AN "AS-IS WHERE-IS" SALE, AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PROPERTY (INCLUDING THE LAND OR ANY IMPROVEMENTS THEREON), INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL CONDITIONS. THE BUYER UNDER THE FORMAL PURCHASE AND SALE AGREEMENT WILL WAIVE ANY AND ALL WARRANTIES EXPRESS OR IMPLIED, AND THE FORMAL PURCHASE AND SALE AGREEMENT WILL CONTAIN A MORE EXPANSIVE AND DETAILED PROVISION REGARDING THE MATTERS REFERENCED IN THIS SECTION. WITHOUT LIMITING THE FOREGOING, THE FORMAL PURCHASE AND SALE AGREEMENT SHALL CONTAIN PROVISIONS WHEREBY BUYER UNCONDITIONALLY RELEASES SELLER FROM ANY AND ALL LIABILITY OR OBLIGATION ARISING OUT OF THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL OR ENVIRONMENTAL CONDITION THEREOF, THE COMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE LAWS, AND OTHER SIMILAR MATTERS.
5. THE SALE SHALL BE SUBJECT TO ALL MATTERS OF RECORD, ALL MATTERS A SURVEY OF THE PROPERTY WOULD REVEAL, AND OTHER EXCEPTIONS IDENTIFIED IN THE TITLE COMMITMENT INCLUDED WITH THE INSTRUCTIONS TO OFFEROR, AS THE SAME MAY BE UPDATED PRIOR TO THE CLOSING OF THE SALE.

2

1. Seller's Broker for this transaction is **ARVO Realty Advisors,** however all inquiries and submissions shall be directed to the party listed in Paragraph 12 below.
2. Any person(s) desiring to walk through the buildings may do so by scheduling an appointment with ARVO Realty Advisors. Appointments will be given for Mondays, Wednesdays or Fridays during the hours of 12pm- 3pm. The contacts for ARVO are Ed Ryland, President: 713.952.5066 EXT 101/ed.ryland@arvorealtyadvisors.com and George N. Wyche, Jr. Esq., Executive Vice President: 713.952.5066 EXT 106/George.wychejr@arvorealtyadvisors.com.
3. All due diligence documents can be accessed through the Harris Center website, without any representations as to their truth or accuracy.
4. Questions regarding these procedures or the Property should be addressed to:

Ernest Savoy Esq.

Sr. Asst. General Counsel of Contracts and Real Estate Ernest.Savoy@theharriscenter.org Telephone: (713) 970-7398

**EXHIBITS**

# Exhibit A: Site Plan and Survey Exhibit B: Letter of Intent Form Exhibit C: Existing Title Commitment Exhibit D: Property Information

3