



**MAIN STREET ADVISORY BOARD CALLED MEETING  
A G E N D A**

**Gonzales Municipal Building  
820 St. Joseph Street, Gonzales, Texas  
Tuesday, March 12, 2013 – 5:15 p.m.**

1. Call to Order.
2. Public Comments.
3. Discuss and Consider Business Development Grant Application.
4. Adjourn.

I certify that a copy of the March 12, 2013 agenda of items to be considered by the Gonzales Main Street Advisory Board was posted on the City Municipal Building bulletin board on the   8th   day of March, at   10:15  , and remained posted continuously for at least 72 hours proceeding the scheduled time of the meeting. I further certify that the above agenda was removed on            day of           , 2013 at            am/pm. I further certify that the following News Media were properly notified of the above stated meeting: KCTI Radio Station, Gonzales Inquirer, and Gonzales cannon.

Barbara Friedrich, Main Street Administrator

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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.

**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) *Banding*
- Legal description of subject property (Exhibit A)
- ✓ Vicinity map of subject property (Exhibit B) ~~Photo~~
- \$10,000 Grant* ✓ Estimates of proposed improvements (Exhibit C) *\$2500 putting personally*
- ✓ Pictures of building's exterior, roof, and foundation.
- ✓ Scale drawing by Texas Main Street Architect or contractor of the proposed work.
- N/A Documentation of approved financing
- N/A State sales tax reporting form for most current three month period (if applicable)
- Copy of construction permit.

Advisory Board Review <i>SA</i>	<u>2/19/13</u>
Approved <i>(Signature)</i>	Date <u>2/19/13</u>
Rejected	Date _____
Re-Review	Date _____

**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: Our Yogurt and Shake Shop

Mailing address: 321 St Lawrence, Gonzales Tx

78629

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

Street Address: 321 St Lawrence Gonzales Tx 78629

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

Company Name: Our Yogurt and Shake Shop  
Street Address: 321 St Lawrence  
City: Gonzales, Tx 78629

Company Name: \_\_\_\_\_  
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

A new Weigh Club has been in operation for 1 years.

Existing # of jobs: 2 (if applicable) Full-time  Part-time \_\_\_\_\_

New jobs (full-time): 2 New jobs (part-time): \_\_\_\_\_

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

Current Landlord: Andover Goliad } Current Contract  
Address: 325 St Lawrence } to purchase  
Gonzales, Tx 78629  
Phone Number: 512 422 0811

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

None

11. Additional Information:

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

We are completely remodeling the inside of the building to accommodate the addition of a frozen yogurt shop. Total cost = \$70,000.00 including equipment

12. Has financing been secured?

Yes \_\_\_\_\_ (Attach documentation)  
No  No lender or lenders  
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).
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.

**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 27<sup>th</sup> day of Sept., 2012

Applicant Johnny Hoffpauer Applicant \_\_\_\_\_

Signature [Signature] Signature \_\_\_\_\_

Address 321 St Lawrence Address \_\_\_\_\_  
Gonzales, Tx 78629

Phone Number 830-481-0408 Phone Number \_\_\_\_\_

Name of Property Owner/Landlord Andrew Gotz

Signature [Signature]

Address 325 St Lawrence, Gonzales, Tx 78629

Phone Number 512-422-0811

HART

THE STATE OF TEXAS

COUNTY OF Gonzales

KNOW ALL MEN BY THESE PRESENTS:

THAT Nitesong Horse Ranch, LLC, the undersigned, for the purpose of complying with Chapter 36, Title 4, Business and Commerce Code of the State of Texas, do hereby certify to the following facts:

- 1. Our Yogurt and Shake Shop is the assumed name under which the business or professional services is or is to be conducted or rendered.
- 2. Registrant: Nitesong Horse Ranch, LLC
- 3. Names and Addresses:

Name John I Hoffmann Address 321 St Lawrence  
 Title Managing Partner Gonzales, TX 78629  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 Title \_\_\_\_\_ Address \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 Title \_\_\_\_\_ Address \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 Title \_\_\_\_\_ Address \_\_\_\_\_

Said Company was duly associated under the laws of \_\_\_\_\_ and its registered or similar office address there is \_\_\_\_\_

County or counties within the State of Texas where the business or professional services are being or are to be conducted or rendered under said assumed name: 321 St Lawrence St  
Gonzales, TX 78629

4. The business or professional service is a: Yogurt and Shake Club  
 The corporation is a: \_\_\_\_\_

5. The period, not to exceed ten (10) years, during which the assumed name will be used is from the 7<sup>th</sup> day of August, 2012 until the 7<sup>th</sup> day of August, 2022

IN TESTIMONY WHEREOF, I have hereunto set my hand, this the 7<sup>th</sup> day of August, 2012

- 1. Indicate whether the registrant is: an Individual; a Partnership; an Estate; a Real Estate Investment Trust; a Company; a Corporation.
- 2. If the registrant is:
  - a. An individual, full name and residence address.
  - b. a Partnership, the venture or partnership name, the venture or partnership office address, the full name of each joint venturer or general partner and their residence address if an individual, or its office address if not an individual;
  - c. an Estate, the name of the estate, the estate's office address, if any, and the full name of each representative of the estate, residence address, if an individual, or its office address if not an individual;
  - d. a Real Estate Investment Trust, the name of the trust, the address of the trust, the full name of each trustee manager, residence address, if an individual, or its office address if not an individual;
  - e. a Company, other than a real estate investment trust, or a corporation, the name of the company or corporation, the state, county or other jurisdiction under the laws of which it was organized, incorporated, or associated, and its office address;
  - f. a Corporation, the name of the corporation as stated in its articles of incorporation or association or comparable document, the state, county, or other jurisdiction under the laws of which it was incorporated or associated and address of its registered or similar office in that state, county or jurisdiction, if required to maintain a registered office in this state the address of such registered office and the name of its registered agent at such address, and the address of its principal office if not the same as that of its registered office in this state; if the corporation is not required to or does not maintain a registered office in this state, its office address in this state of if the corporation is not incorporated, organized or associated under the laws of this state, the address of its place of business in this state of its office address elsewhere, if any.
- 3. Insert titles as: individual, general partner, joint venturer, representative, trustee manager, company/corporate office, attorney in fact and registered agent and/or indicate registered office address, etc.
- 4. Strike if not applicable.
- 5. Required to be completed by corporations only.
- 6. Insert form of business/corporation as: proprietorship, sole practitioner, joint venture, general partnership, limited partnership, real estate investment trust, joint-stock company, or some other form of unincorporated business or professional association or entity; or for corporations: business corporation, nonprofit corporation, professional corporation, or some other type of incorporated business, professional or other association, or legal entity.
- 7. Production of this form by any person, or party is prohibited.

# TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business.

Merchants: A copy of this permit does not replace a resale or exemption certificate. You will be responsible for sales tax unless you have a valid resale/exemption certificate on file.

You must obtain a new permit if there is a change of ownership, location, or business location name.

TAXPAYER NAME, BUSINESS LOCATION NAME, and PHYSICAL LOCATION

NITESONG HORSE RANCH, LLC

NITESONG HORSE RANCH, LLC  
321 SAINT LAWRENCE ST  
GONZALES TX 78629-3935

Type of permit	SALES AND USE TAX
Taxpayer number	3-20485-1608-5
Location number	00001
First business date	08/01/2012

NAICS CODE: 722515 DESCRIPTION ON NEXT LINE:

SNACK AND NONALCOHOLIC BEVERAGE BARS

WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES:

CITY: GONZALES EFF: 08/01/2012  
COUNTY: GONZALES EFF: 08/01/2012

*Susan Combs*

**SUSAN COMBS**  
Comptroller of Public Accounts

YOU MAY NEED TO COLLECT SALES AND/OR USE TAX FOR OTHER LOCAL TAXING AUTHORITIES DEPENDING ON YOUR TYPE OF BUSINESS.

If you have any questions regarding sales tax, you may contact the Texas State Comptroller's field office in your area or call 1-800-252-5555, toll free, nationwide. The Austin number is 512/463-4600.

**DETACH HERE AND PROMINENTLY DISPLAY YOUR PERMIT ONLY**

01-300-P4

### IS THE INFORMATION PRINTED ON THIS PERMIT INCORRECT?

The information printed on your permit must be accurate and current. To make corrections, you may detach and complete ONLY the information in the form below which is incorrect, and mail it to COMPTROLLER OF PUBLIC ACCOUNTS

111 E. 17th Street  
Austin, TX 78774-0100

### MAKING CHANGES TO LOCAL TAXING AUTHORITIES OR BUSINESS DESCRIPTION LISTED ON THIS PERMIT

- You will need to contact us to correct the local taxing authorities for this business location. Contact your city/transit authority/county/special purpose district if you are unsure if your business is located within that taxing jurisdiction. We can assist you in determining your local sales and use tax responsibilities, and the appropriate rate for each local taxing authority. Publication 94-105, "Guidelines for Collecting Local Sales and Use Tax" and Publication 96-132, "Texas Sales and Use Tax Rates" are available on the Comptroller's web site at [www.window.state.tx.us/taxinfo/local/](http://www.window.state.tx.us/taxinfo/local/).
- Visit us online at [www.window.state.tx.us/taxinfo/sales/naics\\_coding.html](http://www.window.state.tx.us/taxinfo/sales/naics_coding.html) if you need to correct the description of your business printed on the front of this permit.

### MORE INFORMATION ABOUT YOUR PERMIT

- You must prominently display this permit in your place of business.
- The information on your permit is public information.
- You cannot use this permit or a copy of it as a resale or exemption certificate.
- If the location specified on this permit is closed, return this permit to the Comptroller of Public Accounts and indicate the date of the last business transaction.
- Depending on your type of business, you may need to collect sales and/or use tax for other local taxing authorities not listed on this permit.

### TEXAS SALES AND USE TAX PERMIT

Taxpayer name shown on the permit <b>NITESONG HORSE RANCH, LLC</b>			
Taxpayer number shown on the permit <b>32048516085</b>		Location number shown on the permit <b>00001</b>	
Correct business location name .			
Correct business location (no P.O. Box or directions accepted) .			Change your mailing address and phone number, add a business location, change a business address, or close one or more business locations online at <a href="https://www.window.state.tx.us/accmaint/changeaddress.html">https://www.window.state.tx.us/accmaint/changeaddress.html</a>
City	State	ZIP code	
Correct taxpayer name .			Daytime phone (Area code and number)
Correct mailing address .			
City	State	ZIP code	Federal Employer Identification number
If you are no longer in business, enter the date of your last business transaction. - - -			
sign here Taxpayer or authorized agent			Date



000000739



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

Nitesong Horse Ranch, LLC  
File Number: 801626814

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 07/18/2012

Effective: 07/18/2012



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade  
Secretary of State

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709



**Certificate of Formation  
Limited Liability Company**

Filed in the Office of the  
Secretary of State of Texas  
Filing #: 801626814 07/18/2012  
Document #: 431451920002  
Image Generated Electronically  
for Web Filing

Filing Fee: \$300

**Article 1 - Entity Name and Type**

The filing entity being formed is a limited liability company. The name of the entity is:

**Nitesong Horse Ranch, LLC**

**Article 2 - Registered Agent and Registered Office**

A. The initial registered agent is an organization (cannot be company named above) by the name of:

**United States Corporation Agents, Inc.**

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:

**10900 South Stonelake Blvd.  
Ste. A-320 Austin TX 78759**

**Consent of Registered Agent**

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

**Article 3 - Governing Authority**

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: **John I. Hoffpaur**

Title: **Managing Member**

Address: **321 St. Lawrence Gonzales TX, USA 78629**

**Article 4 - Purpose**

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

**Supplemental Provisions / Information**

[The attached addendum, if any, is incorporated herein by reference.]

**Organizer**

The name and address of the organizer are set forth below.

**Eileen Gallo      101 N. Brand Blvd., 10th Floor, Glendale, CA 91203**

**Effectiveness of Filing**

A. This document becomes effective when the document is filed by the secretary of state.

**OR**

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**Eileen Gallo**

Signature of Organizer

**FILING OFFICE COPY**

THE STATE OF TEXAS

COUNTY OF Gonzales

KNOW ALL MEN BY THESE PRESENTS:

THAT Nitesong Horse Ranch, LLC, the undersigned, for the purpose of complying with Chapter 36, Title 4, Business and Commerce Code of the State of Texas, do hereby certify to the following facts:

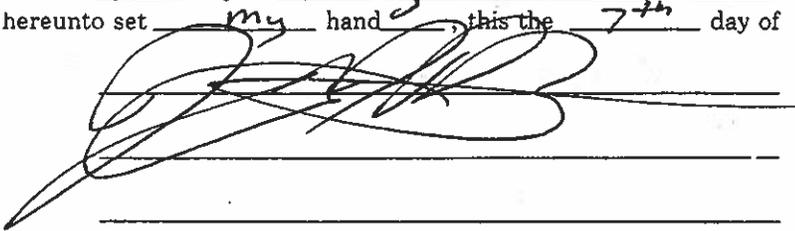
- Our Yogurt and Shake Shop is the assumed name under which the business or professional services is or is to be conducted or rendered.
- Registrant: Nitesong Horse Ranch, LLC
- Names and Addresses:\*

Name John I Hoffpauis Address 321 St Lawrence  
 Title Managing Partner Gonzales, TX 78629  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 Title \_\_\_\_\_ Address \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 Title \_\_\_\_\_ Address \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 Title \_\_\_\_\_ Address \_\_\_\_\_

Said Company was duly associated under the laws of \_\_\_\_\_ and its registered or similar office address there is \_\_\_\_\_  
 County or counties within the State of Texas where the business or professional services are being or are to be conducted or rendered under said assumed name: 321 St Lawrence St  
Gonzales, TX 78629

- The business or professional service is a: Yogurt and Shake Club
- The corporation is a: \_\_\_\_\_
- The period, not to exceed ten (10) years, during which the assumed name will be used is from the 7<sup>th</sup> day of August, 2012 until the 7<sup>th</sup> day of August, 2022

IN TESTIMONY WHEREOF, I have hereunto set my hand, this the 7<sup>th</sup> day of August, 2012



1. Indicate whether the registrant is: an Individual; a Partnership; an Estate; a Real Estate Investment Trust; a Company; a Corporation.  
 2. If the registrant is:  
 a. An individual, full name and residence address;  
 b. a Partnership, the venture or partnership name, the venture or partnership office address, the full name of each joint venturer or general partner and their residence address if an individual, or its office address if not an individual;  
 c. an Estate, the name of the estate, the estate's office address, if any, and the full name of each representative of the estate, residence address, if an individual, or its office address if not an individual;  
 d. a Real Estate Investment Trust, the name of the trust, the address of the trust, the full name of each trustee manager, residence address, if an individual, or its office address if not an individual;  
 e. a Company, other than a real estate investment trust, or a corporation, the name of the company or corporation, the state, county or other jurisdiction under the laws of which it was organized, incorporated, or associated, and its office address;  
 f. a Corporation, the name of the corporation as stated in its articles of incorporation or association or comparable document, the state, county, or other jurisdiction under the laws of which it was incorporated or associated and address of its registered or similar office in that state, county or jurisdiction, if required to maintain a registered office in this state the address of such registered office and the name of its registered agent at such address, and the address of its principal office if not the same as that of its registered office in this state; if the corporation is not required to or does not maintain a registered office in this state, its office address in this state of if the corporation is not incorporated, organized or associated under the laws of this state, the address of its place of business in this state of its office address elsewhere, if any.  
 3. Insert titles as: individual, general partner, joint venturer, representative, trustee manager, company/corporate office, attorney in fact and registered agent and/or indicate registered office address, etc.  
 4. Strike if not applicable.  
 5. Required to be completed by corporations only.  
 6. Insert form of business/corporation as: proprietorship, sole practitioner, joint venture, general partnership, limited partnership, real estate investment trust, joint-stock company, or some other form of unincorporated business or professional association or entity; or for corporations: business corporation, nonprofit corporation, professional corporation, or some other type of incorporated business, professional or other association, or legal entity.  
 7. Production of this form by any person or party is prohibited.

## **Company Agreement**

### **Nitesong Horse Ranch, LLC, a Texas Limited Liability Company**

THIS COMPANY AGREEMENT of Nitesong Horse Ranch, LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Texas limited liability company under the Texas Business Organizations Code. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Texas. The Members hereby adopt and approve the certificate of formation of the Company filed with the Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

#### **ARTICLE 1: DEFINITIONS**

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Texas Business Organizations Code.

"Agreement" means this Company Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

“Capital Contribution” means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

“Exhibit” means a document attached to this Agreement labeled as “Exhibit A,” “Exhibit B,” and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Member” means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Texas Business Organizations Code, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

- A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or
- B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:
  - (1) the number of Units owned by the Member (expressed as “MU” in the equation below) divided by

- (2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

## ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

**2.1 Initial Capital Contributions.** The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

**2.2 Subsequent Capital Contributions.** Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

### **2.3 Additional Members.**

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable, including, but not limited to, a signed consent in the form of Exhibit C. Membership Interests of new Members will be allocated according to the terms of this Agreement.

**2.4 Capital Accounts.** Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

**2.5 Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

**2.6 Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Texas Business Organizations Code. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

### ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

**3.1 Allocations.** Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

**3.2 Distributions.** The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Texas Business Organizations Code.

**3.3 Limitations on Distributions.** The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

## ARTICLE 4: MANAGEMENT

### 4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Texas Business Organizations Code, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Texas Business Organization Code for the Company to engage in an activity or transaction, all activities or transactions must be approved by a vote of the majority of the Members present at a meeting in which a quorum is present, which will be a majority of the Members entitled to vote on the action, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization.** Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) A change in the status of the Company from one in which management is reserved to the Members to one in which management is vested in one or more Managers or vice versa.

- (iii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iv) The approval of any merger, consolidation, conversion, share or interest exchange, or other transaction authorized by or subject to the provisions of Chapter Ten of the Texas Business Organizations Code;
- (v) The authorization of any transaction, agreement, or action on behalf of the Company that is unrelated to its purpose as set forth in Certificate of Formation, if any such purposes is specified or that otherwise contravenes this agreement;
- (vi) The authorization of any act that would make it impossible to carry on the ordinary business of the Company, included any sale, lease, or other disposition of all or substantially all of the assets of the Company;
- (vii) Knowingly do any act that would subject any Member to liability for the obligations of the Company in any jurisdiction; and
- (viii) The amendment of this Agreement.

**4.2 Officers.** The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members. The officers of the Company will be listed on Exhibit B, as may be updated from time to time according to the terms of this Agreement.

## ARTICLE 5: ACCOUNTS AND ACCOUNTING

**5.1 Accounts.** The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

**5.2 Records.** The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the date each Member became a member, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) Copies of powers of attorneys;
- (iv) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and
- (v) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

**5.3 Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

**5.4 Subchapter S Election.** The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

**5.5 Tax Matters Member.** John I. Hoffpauir is designated as the tax matters member of the Company to represent the Company, at the Company's expense, in connection with all examinations of the Company's affairs by tax authorities and to expend Company funds for professional services and costs associated with any such examination. A new tax matters member may be appointed by the Members from time to time.

**5.6 Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

## ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

**6.1 Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which the certificate of formation, this Agreement, or the Texas Business Organizations Code requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Texas Business Organizations Code, the vote of the majority of the Members present at a meeting in which a quorum is present is required to approve or carry out an action of the Members. A quorum will consist of a majority of the Members entitled to vote on the action, represented in person or by proxy.

**6.2 Meetings of Members.** Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. Special meetings of the Members may be called at the request of the senior officer of the Company or Members holding at least ten percent (10%) of the Percentage Interest of the Company. A written notice setting forth the date, time, and location of a meeting must be sent at least ten (10) days but no more than sixty (60) days before the date of the meeting to each Member entitled to vote at the meeting. The purpose or purposes for which a special meeting is called must be stated in the notice of the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Texas Business Organizations Code. In

any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Texas Business Organizations Code, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum number of votes that would be necessary to take the action at a meeting at which all Members entitled to vote on the action were present and voted. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

#### ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

**7.1 Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

**7.2 Restrictions on Transfer; Admission of Transferee.** Membership Interests of the Company may only be transferred to Professional Individuals or Professional entities. A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(a) are complied with in full.

#### ARTICLE 8: WINDING UP

**8.1 Events Requirement Winding Up.** The Company will be wound up upon the first to occur of the following events:

- (i) The vote of the Members holding at least a majority of the Voting Interest of the Company to wind up the Company;
- (ii) Entry of a decree of judicial order to wind up the Company under Chapter 11 of the Texas Business Organizations Code;

- (iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative, or successor, of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;
- (iv) The sale or transfer of all or substantially all of the Company's assets;
- (v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

**8.2 No Automatic Winding Up Upon Certain Events.** Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

### **8.3 Winding Up Affairs and Distribution of Assets.**

A. If an event requiring the wind up of the Company occurs, a Person designated for this purpose by a majority of the Members (the Person so designated being called the "Liquidating Agent"), as soon as practicable will wind up the affairs of the Company and sell and/or distribute the assets of the Company. The Liquidating Agent will have all of the rights and powers with respect to the assets and liabilities of the Company in connection with the liquidation and termination of the Company that the Managers would have with respect to the assets and liabilities of the Company during the term of the Company, and the Liquidating Agent is expressly authorized and empowered to execute any and all documents necessary or desirable to effectuate the liquidation and termination of the Company and the transfer of any assets. The Liquidating Agent must apply and distribute the proceeds of the sale or liquidation of the assets and property of the Company in the following order of priority, unless otherwise required by nonwaivable provisions of applicable law:

- (i) To pay (or to make provision for the payment of) all creditors of the Company (including Members who are creditors of the Company), in the order of priority provided by law or otherwise, in satisfaction of all debts, liabilities or obligations of the Company due its creditors;
- (ii) After the payment (or the provision for payment) of all debts, liabilities and obligations of the Company in accordance with clause (i) above, any balance remaining will be distributed to the Members having positive capital accounts in relative proportion to those capital accounts, or, if there is only one (1) Member, to the Member.

B. The Liquidating Agent will have sole discretion to determine whether to liquidate all or any portion of the assets and property of the Company and the consideration to be received for that property.

C. Except as required by nonwaivable provisions of the Texas Business Organizations Code, no Member will have any obligation at any time to contribute any funds to replenish any negative balance in its capital account.

**8.4 Termination.** On compliance with the distribution plan described in Section 8.3, the Liquidating Agent must execute, acknowledge and cause to be filed a certificate of termination with the Texas Secretary of State, at which time the Company will cease to exist as a limited liability company.

## ARTICLE 8: INDEMNIFICATION

**9.1 Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Texas law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative,

or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

**9.2 Mandatory.** The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Texas law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

**9.3 Expenses Paid by the Company Prior to Final Disposition.** Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written affirmation by such Company Agent of such Company Agent's good faith belief that the Company Agent has met the standard of conduct necessary for indemnification and a written undertaking by Company Agent to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

## ARTICLE 9: GENERAL PROVISIONS

**10.1 Notice.** (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

**10.2 Entire Agreement; Amendment.** This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Texas Business Organizations Code. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Texas Business Organizations Code.

**10.3 Governing Law; Severability.** This Agreement will be construed and enforced in accordance with the laws of the state of Texas. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

**10.4 Further Action.** Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

**10.5 No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

**10.6 Incorporation by Reference.** The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

**10.7 Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

*[Remainder Intentionally Left Blank.]*

**IN WITNESS WHEREOF**, the parties have executed or caused to be executed this Company Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 8-7-2012

  
\_\_\_\_\_  
Signature of John I. Hoffpauir

EXHIBIT A  
**MEMBERS**

The Company accepts the contribution of all of the assets and business of, and assumes all of the liabilities of, NITESONG HORSE RANCH, a sole proprietorship. In exchange for the contributions, the Company will issue Membership Interests to the Persons designated by name and address below, the former owners of NITESONG HORSE RANCH, in proportion to their former ownership. The value of the contributed assets is deemed to be \$50,000.00.

The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement including, but not limited to, Sections 2.1, 2.3, 2.4, 4.1(c)(ii), 7.1, 7.2, and 10.1.

<b>Members</b>	<b>Percentage Interest</b>
John I. Hoffpauir Address: 321 St. Lawrence Gonzales, TX 78629	100%

**EXHIBIT B**  
**OFFICERS**

Officers of the Company are set forth below.

<u>Name of Officer</u>	<u>Title</u>
John I. Hoffpauir	CEO
Laura E. Hoffpauir	Vice President

**EXHIBIT C  
NEW MEMBER'S CONSENT**

The undersigned agrees to be bound as a Member of the Company by the terms of the Company Agreement of Nitesong Horse Ranch, LLC attached hereto as if the undersigned was a signatory thereof.

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Date: \_\_\_\_\_

HART

THE STATE OF TEXAS

COUNTY OF Gonzales

KNOW ALL MEN BY THESE PRESENTS:

THAT Nitesong Horse Ranch, LLC, the undersigned, for the purpose of complying with Chapter 36, Title 4, Business and Commerce Code of the State of Texas, do hereby certify to the following facts:

- Our Yogurt and Shake Shop is the assumed name under which the business or professional services is or is to be conducted or rendered.
- Registrant: Nitesong Horse Ranch, LLC
- Names and Addresses:<sup>2</sup>

Name John I Hoffpauir Address \_\_\_\_\_  
 Title Managing Partner Address 321 St Lawrence  
 Name \_\_\_\_\_ Address Gonzales, Tx 78629  
 Title \_\_\_\_\_ Address \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 Title \_\_\_\_\_ Address \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 Title \_\_\_\_\_ Address \_\_\_\_\_

Said Company was duly associated under the laws of \_\_\_\_\_ and its registered or similar office address there is \_\_\_\_\_

County or counties within the State of Texas where the business or professional services are being or are to be conducted or rendered under said assumed name: 321 St Lawrence St  
Gonzales, Tx 78629

4. The business or professional service is a: Yogurt and Shake Club  
The corporation is a: \_\_\_\_\_

5. The period, not to exceed ten (10) years, during which the assumed name will be used is from the 7<sup>th</sup> day of August, 2012 until the 7<sup>th</sup> day of August, 2022

IN TESTIMONY WHEREOF, I have hereunto set my hand, this the 7<sup>th</sup> day of August, 2012

1. Indicate whether the registrant is: an Individual; a Partnership; an Estate; a Real Estate Investment Trust; a Company; a Corporation.

2. If the registrant is:

- a. An individual, full name and residence address;
- b. a Partnership, the venture or partnership name, the venture or partnership office address, the full name of each joint venturer or general partner and their residence address if an individual, or its office address if not an individual;
- c. an Estate, the name of the estate, the estate's office address, if any, and the full name of each representative of the estate, residence address, if an individual, or its office address if not an individual;
- d. a Real Estate Investment Trust, the name of the trust, the address of the trust, the full name of each trustee manager, residence address, if an individual, or its office address if not an individual;
- e. a Company, other than a real estate investment trust, or a corporation, the name of the company or corporation, the state, county or other jurisdiction under the laws of which it was organized, incorporated, or associated, and its office address;
- f. a Corporation, the name of the corporation as stated in its articles of incorporation or association or comparable document, the state, county, or other jurisdiction under the laws of which it was incorporated or associated and address of its registered or similar office in that state, county or jurisdiction, if required to maintain a registered office in this state the address of such registered office and the name of its registered agent at such address, and the address of its principal office if not the same as that of its registered office in this state; if the corporation is not required to or does not maintain a registered office in this state, its office address in this state of if the corporation is not incorporated, organized or associated under the laws of this state, the address of its place of business in this state of its office address elsewhere, if any.

3. Insert titles as: individual, general partner, joint venturer, representative, trustee manager, company/corporate office, attorney in fact and registered agent and/or indicate registered office address, etc.

4. Strike if not applicable.

5. Required to be completed by corporations only.

6. Insert form of business/corporation as: proprietorship, sole practitioner, joint venture, general partnership, limited partnership, real estate investment trust, joint-stock company, or some other form of unincorporated business or professional association or entity; or for corporations: business corporation, nonprofit corporation, professional corporation, or some other type of incorporated business, professional or other association, or legal entity.

7. Production of this form by any person, or party is prohibited.

Lease

Terms

Date: May 1, 2012

Landlord: Andover-Goliad

Landlord's Address: 325 St Lawrence

Tenant: Nightsong Horse Ranch LLC, Jonny Hoffpauer

Tenant's Address: PO Box 492 Gonzales TX 78629  
-449 CR 327 physical address

Premises

Approximate square feet: 2,300

Name of building: 005 Yajant + Shaka Shop

Street address/suite: 321 St Lawrence

City, state, zip: Gonzales TX 78629

Base Rent (monthly): 750.00

Term (months): 6 months, thereafter execute Lease to

Tenant's Pro Rata Share: [percent] percent ([percent]%) Purchase agreement.

Commencement Date: May 1 2012

Termination Date: August 1 2012 8/1/12

Security Deposit: \$ 750. paid prior -

Use:

Amount of Liability Insurance Tenant

Death/bodily injury: Tenant

Property: Tenant

[Guarantors: [See guaranty agreement at form 11-18.]]

↑ see attached  
addendum  
Pg 8.

Lease

Terms

Date: April 22, 2011

Landlord: Andover-Goliad LLC.

Landlord's Address: 503 St. Joseph Gonzales TX 78629

Tenant:

Jonny Hopffpauer

Tenant's Address:

PO Box 442 Gonzales TX 78629

Premises

499 CR 327

Approximate square feet: 2,300

Street address/suite: 321 St Lawrence

City, state, zip: Gonzales TX 78629

Legal:

Base Rent (monthly): \$750.00 beginning May 1, 2011

Term (months): 6 months for lease, option to extend another 6 months at same rate

Commencement Date: May 1, 2011

Termination Date: October 31, 2011, optional 6 month extension, optional purchase, see addendum

Security Deposit: \$750.00

Use: Retail Food Outlet, (Herbalife)

Amount of Liability Insurance

Death/bodily injury: \$ tenant

Property: \$ tenant

## **Definitions**

“Rent” means Base Rent plus any other amounts of money due Landlord by Tenant.

“Landlord” means Landlord and its agents, employees, invitees, licensees, or visitors.

“Tenant” means Tenant and its agents, employees, invitees, licensees, or visitors.

“Essential Services” means water and utility connections reasonably necessary for occupancy of the Premises for the Use.

## **Clauses and Covenants**

### **A. Tenant agrees to:**

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition, as is, the Premises being currently suitable for the Tenant’s intended Use.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises, including the rules and regulations of the building adopted by Landlord.
4. Pay monthly, in advance, on the first day of the month, the Base Rent to Landlord at Landlord’s Address.
5. Pay, as additional Rent, all other amounts due under this lease.
6. Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day of the month in which the Rent is due.
7. Pay for all utility services used by Tenant and not provided by Landlord.
8. Pay Tenant’s Pro Rata Share of any utility services provided by Landlord.
9. Allow Landlord to enter the Premises to perform Landlord’s obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.
10. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.
11. Repair any damage to the Premises caused by Tenant.
12. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

13. Maintain public liability insurance for the Premises and the conduct of Tenant's business, naming Landlord as an additional insured, in the amounts stated in the lease.
14. Maintain insurance on Tenant's personal property.
15. Deliver certificates of insurance to Landlord before the Commencement Date and thereafter when requested.
16. Indemnify, defend, and hold Landlord harmless from any loss, attorney's fees, court and other costs, or claims arising out of use of the Premises.
17. If requested, deliver to Landlord a financing statement perfecting the security interest created by this lease.
18. Vacate the Premises on termination of this lease.

**B. Tenant agrees not to:**

1. Use the Premises for any purpose other than that stated in the lease.
2. Create a nuisance.
3. Interfere with any other tenant's normal business operations or Landlord's management of the building.
4. Permit any waste.
5. Use the Premises in any way that is extrahazardous, would increase insurance premiums, or would void insurance on the building.
6. If Tenant changes Landlord's lock system, Tenant shall promptly deliver to Landlord a key or keys to the Premises.
7. Alter the Premises without Landlord's written permission.
8. Allow a lien to be placed on the Premises.
9. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

**C. Landlord agrees to:**

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Obey all laws, ordinances, orders, and rules and regulations applicable to the Use, condition, and occupancy of the building.

3. Provide normal utility service connections to the building.
4. Repair, replace, and maintain the (a) roof, (b) foundation, (c) structural soundness of the exterior walls, doors, corridors, windows, and other structures serving the Premises.
5. Insure the building against all risks of direct physical loss in an amount equal to at least 90 percent of the full replacement cost of the building as of the date of the loss and liability; Tenant will have no claim to any proceeds of Landlord's insurance policy.
6. Return the Security Deposit to Tenant, less itemized deductions, if any, within thirty days after the termination of this lease.

**D. Landlord agrees not to:**

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

**E. Landlord and Tenant agree to the following:**

- 
1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at termination of this lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.
  2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.
  3. *Release of Claims/Subrogation.* Landlord and Tenant release each other from any claim, by subrogation or otherwise, for any damage to the Premises, the building, or personal property within the building, by reason of fire or the elements, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.
  4. *Notice to Insurance Companies.* Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.
  5. *Casualty/Total or Partial Destruction*
    - a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the Premises to substantially the same condition that existed before the casualty. If Landlord fails to complete restoration within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice to Landlord.
    - b. If the Premises cannot be restored within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore,

Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, the lease will continue and Landlord will restore the Premises as provided in a. above.

c. To the extent the Premises are untenantable after the casualty and the damage was not caused by Tenant, the Rent will be adjusted as may be fair and reasonable.

6. *Condemnation/Substantial or Partial Taking*

a. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.

b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

7. *Uniform Commercial Code.* Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This lease is a security agreement under the Uniform Commercial Code. Landlord may file a copy of this lease as a financing statement or execute and file a financing statement on behalf of Tenant.

8. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

9. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service for thirty days after default, terminate this lease.

10. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

11. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

12. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.

13. *Security Deposit.* If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.

14. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

15. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

16. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

17. *Venue.* Venue is in the county in which the Premises are located.

18. *Entire Agreement.* This lease, together with the attached Addendum and Exhibit(s), is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

19. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

20. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

21. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

22. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term

~~23. If the Community Health Systems of South Central Texas, INC., loses its 330 grant, (its primary funding source), and they have no alternate funding source to replace these lost funds, they may terminate the lease within 45 days of written notice.~~

LANDLORD

Name: Proprietor

Title: Kim Morrow

TENANT

 4/22/11

Name: Johnny Hoffmann

Title: Owner/CEO

Attachments:  
Addendum To Lease

**Addendum to Lease**

1) Purchase Option. For and in consideration of the payment of Ten Dollars and other good and valuable consideration, as well as the execution of this Lease and the mutual promises herein contained, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby grants to Tenant, during the Term of this Lease, an option to purchase the Premises on the following terms and conditions:

- 1.1. Tenant may exercise its option by notifying Landlord of Tenant's intention to purchase the Premises.
- 1.2. In the event that Tenant exercises its option, the following terms and conditions shall govern:
- 1.3. The Purchase Price of the Premises shall be \$75,000.00 through October 31, 2011 and after that date the purchase price shall increase 1.0% each month over the amount of the preceding month.
- 1.4. At the closing of the purchase of the Premises by Tenant, Tenant shall pay Landlord the Purchase Price in cash, and Landlord shall convey to Tenant good and indefeasible title to the Premises by special warranty deed subject to all matters of public record as of the closing date, except that Landlord shall remove all liens on the Premises prior to closing.
- 1.5. All real property taxes levied or assessed against the Premises as shown by the latest available tax statement shall be prorated between Tenant and Landlord on the date of the closing of the purchase under the option.
- 1.6. Tenant may obtain title insurance and a survey for the purchase of the Leased Premises at Tenant's sole expense.
- 1.7. At closing, the Tenant shall pay all transaction and closing costs, including but not limited to the expense of appraisal(s), title policy, survey expense, escrow fees, attorney's fees of Tenant, and recording fees.

2) Right of First Refusal. If Landlord receives an offer to purchase the Premises, Landlord shall promptly communicate the terms of that offer to Tenant. Tenant shall have 10 days to respond to Landlord in writing by either a) Tenant executing a written contract to purchase the Premises on essentially the same terms as the offer or b) Tenant refusing to so purchase the Premises. If Tenant does not respond with either alternative "a" or "b" as stated above within the 10 days, it shall be conclusively presumed that Tenant has refused to purchase and Landlord shall be free to sell the Premises subject to this lease. If Landlord sells the Premise to a third party pursuant to such an offer with right of first refusal, Tenant's purchase option stated above shall terminate.

3) Owner Finance option to purchase the building at 321 St. Lawrence. Sale price of \$75,000. \$5,000 down January 1 owner finance 70,000 7% interest, 3 year balloon with 30 yr amortization schedule, see attached.

Tenant may make improvements and possibly participate in a façade grant

Tenant may begin use of building now to begin making improvements upon landlords receipt of security deposit.

Owner to improve façade with application of stucco over damaged area. Owner to paint interior ceiling of customer area with Kilz primer to improve appearance.

Signature Owner \_\_\_\_\_

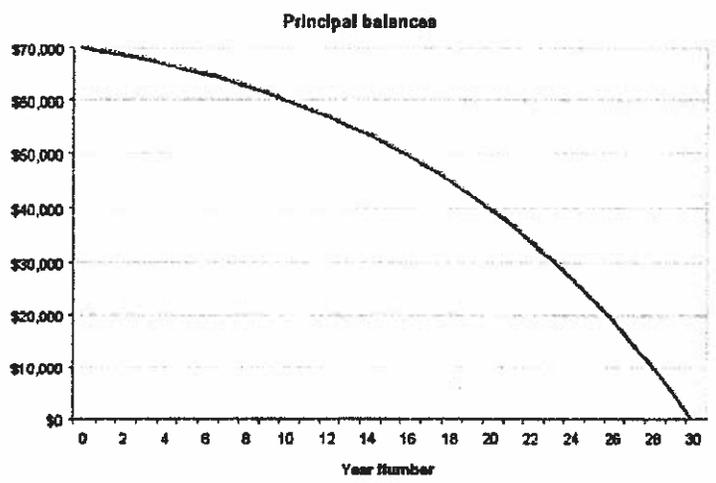
Date: April 22, 2011

Signature Tenant \_\_\_\_\_

4/22/11

**Mortgage Loan Calculator Results**

Your payment is \$465.71 for 30 years with a rate of 7.000%.



**Mortgage Summary**

Loan amount	\$70,000.00
Term	30 years
Interest rate	7.000%
Annual home insurance	\$0.00
Annual property taxes	\$0.00
Monthly payment	\$465.71
Monthly payment (PITI)*	\$465.71
Total principal and interest payments	\$167,658.19
Total interest	\$97,658.19

*5,000 down*

\*Principal, Interest, Taxes, Insurance

**Prepayment Results**

Principal prepayments on your mortgage can save you a great deal of interest. They can also shorten the time it takes to pay off your mortgage, in many cases, by several years.

**Prepayment Summary**

Amount	None
Start with payment	
Total payments	
Total interest	
Interest savings	

*3yr balloon, at end of 36 months  
Tenant will find financing for remaining balance 67,708.98*

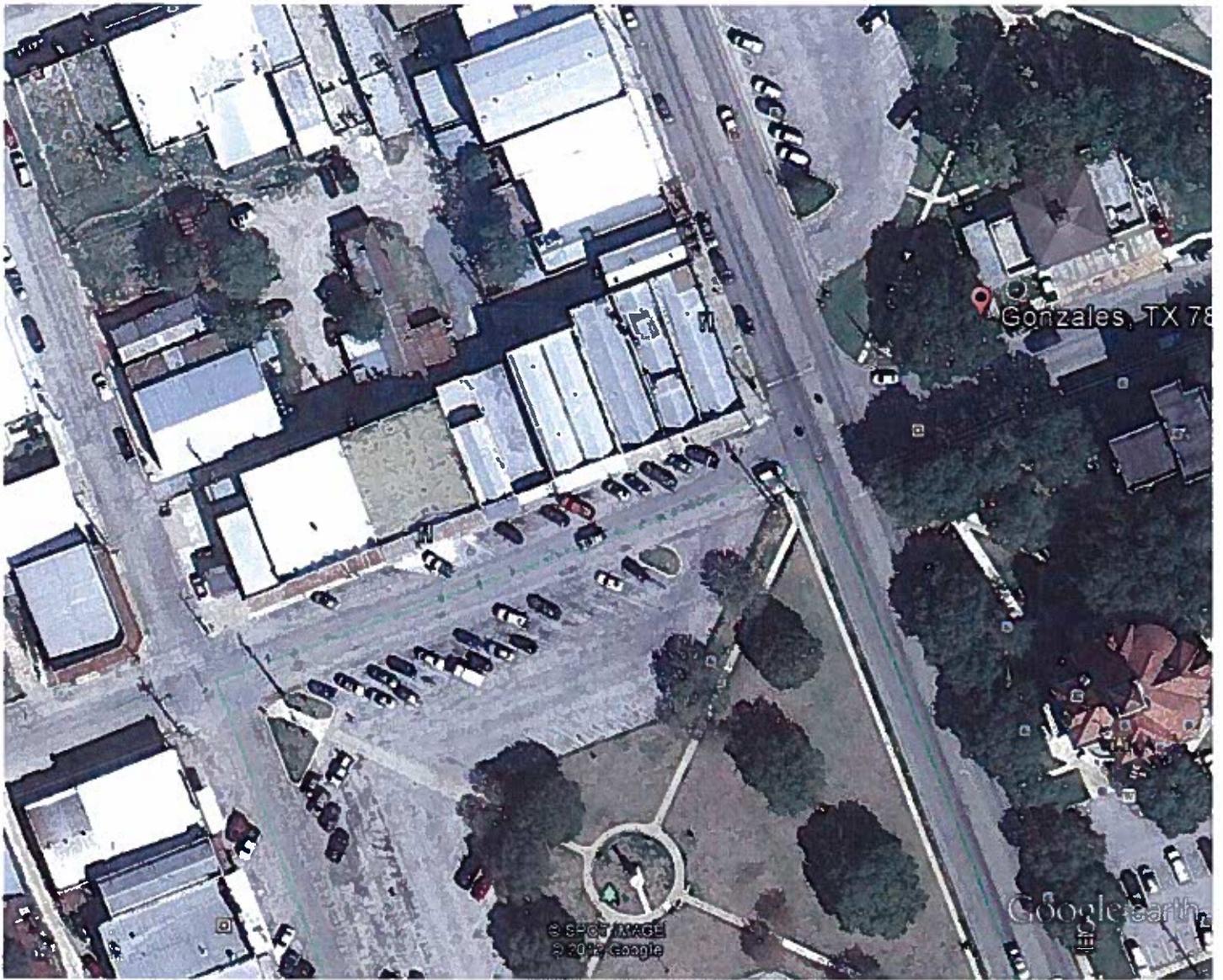
**Payment schedule**

Year	Total Payments	Principal Paid	Interest Paid	Ending Principal Balance
				\$70,000.00
1	\$5,588.52	\$711.05	\$4,877.47	\$69,288.95
2	\$5,588.52	\$762.43	\$4,826.09	\$68,526.52
3	\$5,588.52	\$817.54	\$4,770.98	\$67,708.98
4	\$5,588.52	\$876.66	\$4,711.86	\$66,832.32
5	\$5,588.52	\$940.04	\$4,648.48	\$65,892.28
6	\$5,588.52	\$1,007.99	\$4,580.53	\$64,884.29
7	\$5,588.52	\$1,080.86	\$4,507.66	\$63,803.43
8	\$5,588.52	\$1,158.98	\$4,429.54	\$62,644.45
9	\$5,588.52	\$1,242.77	\$4,345.75	\$61,401.68
10	\$5,588.52	\$1,332.61	\$4,255.91	\$60,069.07

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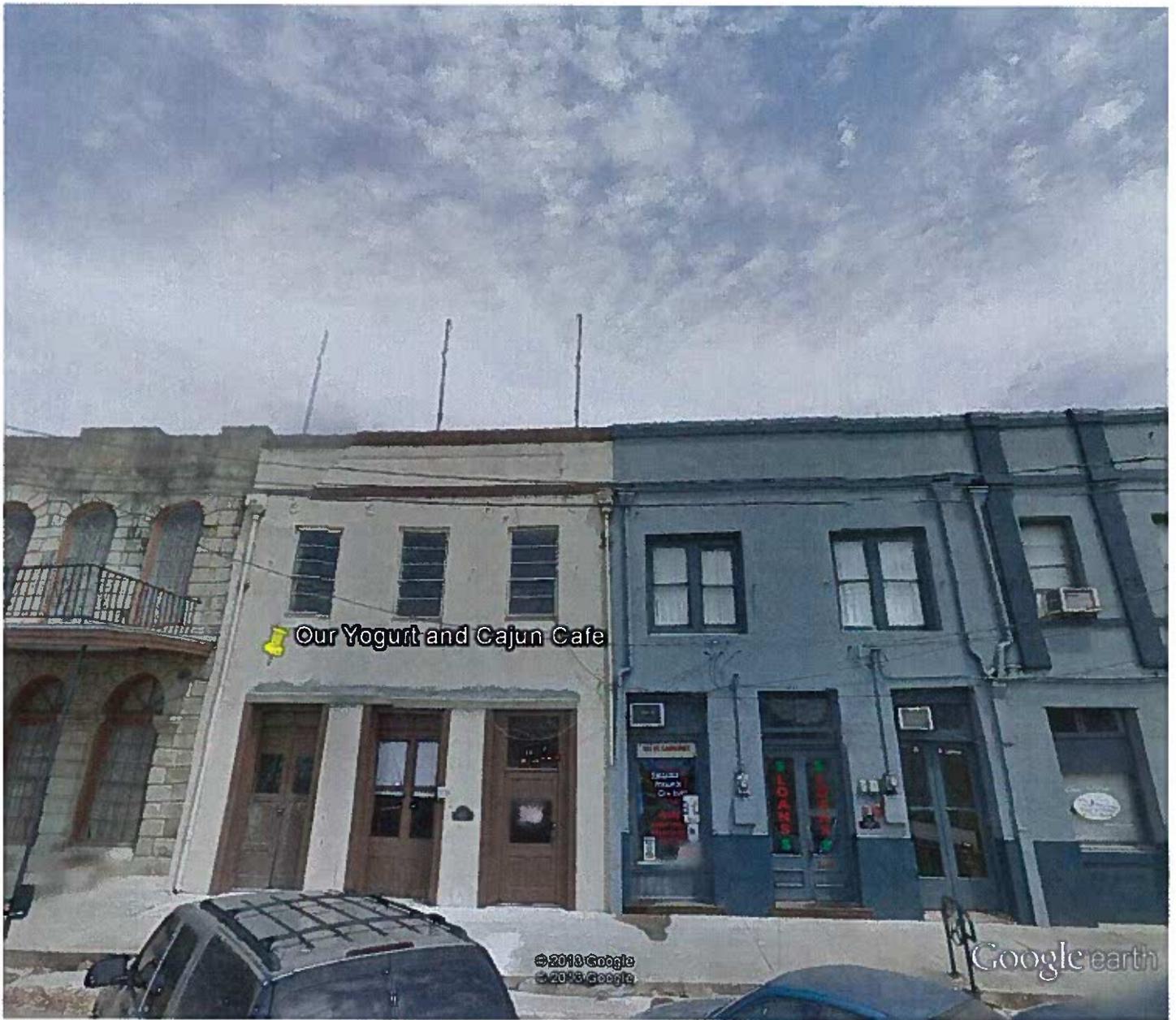
11	\$5,588.52	\$1,428.96	\$4,159.56	\$58,640.11
12	\$5,588.52	\$1,532.24	\$4,056.28	\$57,107.87
13	\$5,588.52	\$1,643.01	\$3,945.51	\$55,464.86
14	\$5,588.52	\$1,761.79	\$3,826.73	\$53,703.07
15	\$5,588.52	\$1,889.15	\$3,699.37	\$51,813.92
16	\$5,588.52	\$2,025.72	\$3,562.80	\$49,788.20
17	\$5,588.52	\$2,172.15	\$3,416.37	\$47,616.05
18	\$5,588.52	\$2,329.19	\$3,259.33	\$45,286.86
19	\$5,588.52	\$2,497.55	\$3,090.97	\$42,789.31
20	\$5,588.52	\$2,678.11	\$2,910.41	\$40,111.20
21	\$5,588.52	\$2,871.73	\$2,716.79	\$37,239.47
22	\$5,588.52	\$3,079.31	\$2,509.21	\$34,160.16
23	\$5,588.52	\$3,301.89	\$2,286.63	\$30,858.27
24	\$5,588.52	\$3,540.60	\$2,047.92	\$27,317.67
25	\$5,588.52	\$3,796.56	\$1,791.96	\$23,521.11
26	\$5,588.52	\$4,071.02	\$1,517.50	\$19,450.09
27	\$5,588.52	\$4,365.30	\$1,223.22	\$15,084.79
28	\$5,588.52	\$4,680.87	\$907.65	\$10,403.92
29	\$5,588.52	\$5,019.24	\$569.28	\$5,384.68
30	\$5,591.11	\$5,384.68	\$206.43	\$0.00

Information and interactive calculators are made available to you as self-help tools for your personal independent use and are not intended to provide investment advice. We can not and do not guarantee their applicability or accuracy in regards to your individual circumstances. All examples are hypothetical and are for illustrative purposes. We encourage you to seek personalized advice from qualified professionals regarding all personal finance issues.



Google earth





Google earth

feet  
meters



**ALG, INC.**  
P.O. Box 1895  
Gonzales, Texas 78629

**“Bid Proposal”**

TO: Our Yogurt and Shake Shop  
321 St. Lawrence  
Gonzales, Texas 78629

DATE: February 2, 2013

**JOB LOCATION: ( 321 St. Lawrence, Gonzales, Texas )**

Description:

Furnish material and labor to install an awning the width of front of store including lights. To be built out of metal roofing and wood framing. Install soft and recessed lights .Replace and install new front door . Paint front of building and do maintenance cosmetics per customers color requirements .Install permanent metal sign denoting "Our Yogurt Shop and Cajun Cafe"

permanent metal awning to curb .....20 hrs.....labor .....1700.00.. material...3350.00..... ..	5050.00
recessed lighting and spot lights..on awning..labor ...4hrs...340.00... material.....285.00.....	625.00
permanent metal sign with installation.....	1750.00
replace door w/ aluminun anodized door w/ installation.....	1309.00
redo door framing and replace top glass above door..3hrs.... labor.255.00..material 195.00.....	450.00
replace 4 piece front window with aluminum 1piece ..material and installation.....	725.00
paint, refurbish entrance ways, and complete remodel building front to owners specifications.....8hrs.....labor...680.00.....material.1170.00.....	1850.00
<b>Total</b>	<b>12,759.00</b>

## TEXAS HISTORICAL COMMISSION

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December 4, 2012

### Texas Main Street Center Design Report

**Re:** 321 St. Lawrence  
**City:** Gonzales, TX  
**By:** Audrey Holt, *Project Design Assistant* and Howard Langner, *Architect*

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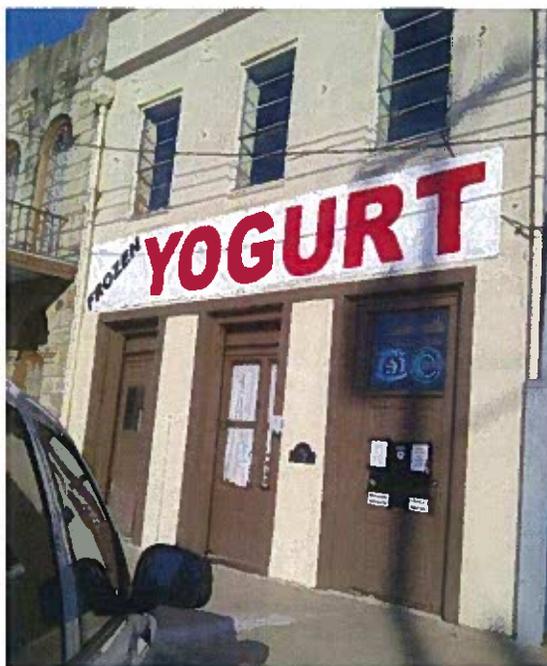
*Not for regulatory approval, permitting, or construction  
Howard Langner, Architect, Texas Historical Commission*

*Prior to making any improvements to the building façade(s), the building owner should perform a thorough review of the major structural components of the building, including the roof, walls, and foundation. All mechanical and electrical systems should be well maintained in conformity with applicable codes and ordinances. Building uses and interior arrangements of program spaces should also be in conformity with applicable codes and ordinances.*

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### Design Request and Existing Conditions

The building at 321 St. Lawrence currently houses a frozen yogurt and health shake shop called 'Our Yogurt and Shake Shop'. The owners have remodeled the interior in the colors plum and black and white (below), and would like the exterior to reflect this color scheme. A canopy or awning was also requested. The owners requested that the 'frozen' yogurt facet of the business be emphasized in the signage. Previous renderings were sent on November 5, 2012 and feedback was received and the following renderings reflect the changes discussed.



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Texas Historical Commission  
P.O. Box 12276  
Austin, TX 78711-2276  
512.463.6100  
fax 512.475.4872  
thc@thc.state.tx.us



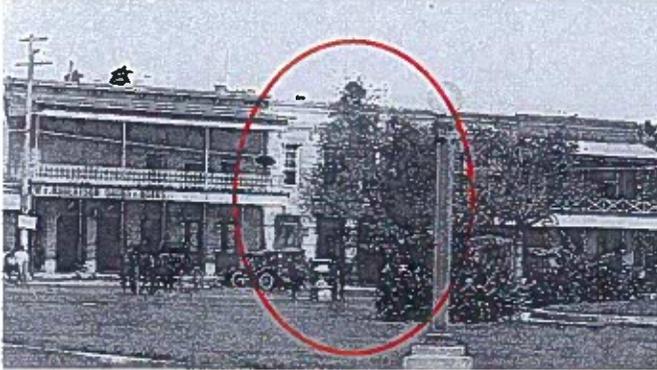
**TEXAS HISTORICAL COMMISSION**  
*real places telling real stories*

[www.thc.state.tx.us](http://www.thc.state.tx.us)

**Guidance for Rehabilitation**

The Texas Main Street Program helps Texas cities revitalize their historic downtowns and neighborhood commercial districts by utilizing preservation and economic development strategies. The Secretary of the Interior's Standards for Rehabilitation is a list of ten ways to approach rehabilitation on historic buildings. The Texas Historical Commission uses this list of standards when analyzing and making recommendations for a project. The standards can be found here: [http://www.nps.gov/hps/tps/standguide/rehab/rehab\\_standards.htm](http://www.nps.gov/hps/tps/standguide/rehab/rehab_standards.htm)

Rehabilitation is defined as "the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values."

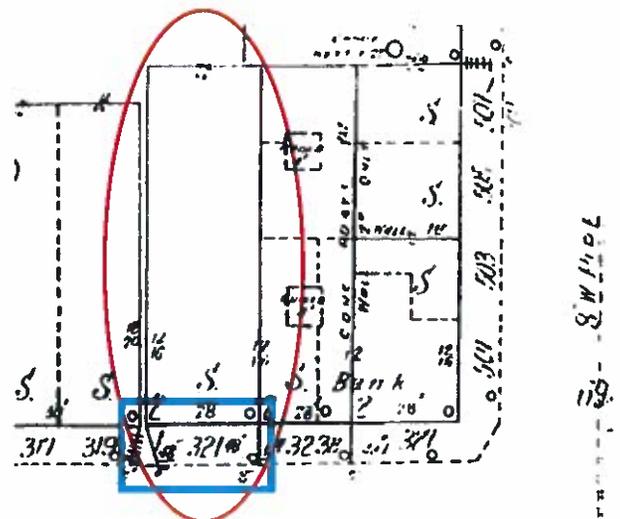
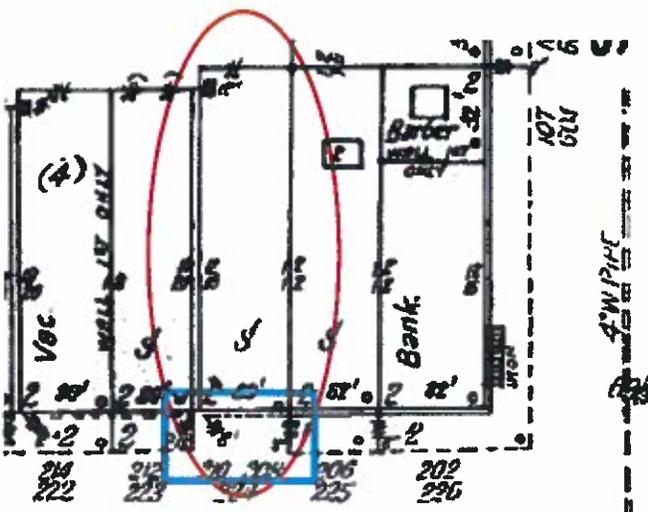


Historical photo circa 1930

It is important to note that the historical photo does not show a canopy, awning or balcony on this building, nor has a photo been found that shows the building with a canopy or awning. Since the owners are requesting to add such a feature to add to the success and comfort of the business, it is imperative that new canopy or awning is added in accordance with the Secretary of the Interior's Standards.

**9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.**

The building is found on Sanborn Fire Insurance Maps dating from the late 1800's to 1944. Sanborn Fire Insurance Maps were created for the purpose of assessing insurance liability and they provide important clues about historic buildings, including documenting any changes over time, as well as historic configurations, materials and features. The maps for this building from October of 1922 and July of 1930 (respectively) are seen below. As is shown on the map with a dotted line (seen inside the blue square), the building did not have a canopy in 1922, but does show a canopy in 1930. The historic canopy design is unknown.



## **Design Recommendations**

### *Facade*

The building owner liked the gray and black color scheme for the building, with the plum being used in the signage and/or awning. He wanted to see how a pole supported canopy would look on the building, as he was worried about the longevity of a fabric awning. A simple pole supported canopy is rendered. A fabric awning is still a recommended option. Whichever element is chosen, it should be simple in design and removable in nature. A pole supported canopy is suggested over a tie rod supported canopy. The building should be assessed for structural stability before adding the additional weight of a canopy, and all city and state codes regarding the construction of such a canopy should be investigated and adhered to.

### *Signage*

The banner that exists currently is temporary in nature; therefore, it should be removed in favor of a permanent sign. The building owner wanted the frozen yogurt portion of the business emphasized, and this is done with a secondary neon window sign in the transom window above the entrance door, as well as featuring a cup of frozen yogurt on all sign designs. Primary signage was designed that can be placed directly below the second story windows in either the canopy or the awning design. In the pole supported canopy option, signage hanging from the front edge of the canopy is also a recommended option. Lighting for the signage at night is important, and small spot lights mounted to the canopy/awning are recommended. With a canopy/awning, these signs would not be readily visible from the sidewalk, therefore window signage oriented to pedestrians is recommended. This is pictured on the entrance door, but could extend to other doors that are part of the business. A pedestrian sign oriented perpendicular to the building could also be hung under the canopy.

## **Funding**

Funding goes hand in hand with long-term preservation projects. Sources of funding should be researched and identified and if the scope of work exceeds available sources of funding, the project should be phased accordingly. You should contact your local Main Street Manager about financial tools that may be available through your city.

## **Americans with Disabilities Act (ADA) Tax Credit/Deduction**

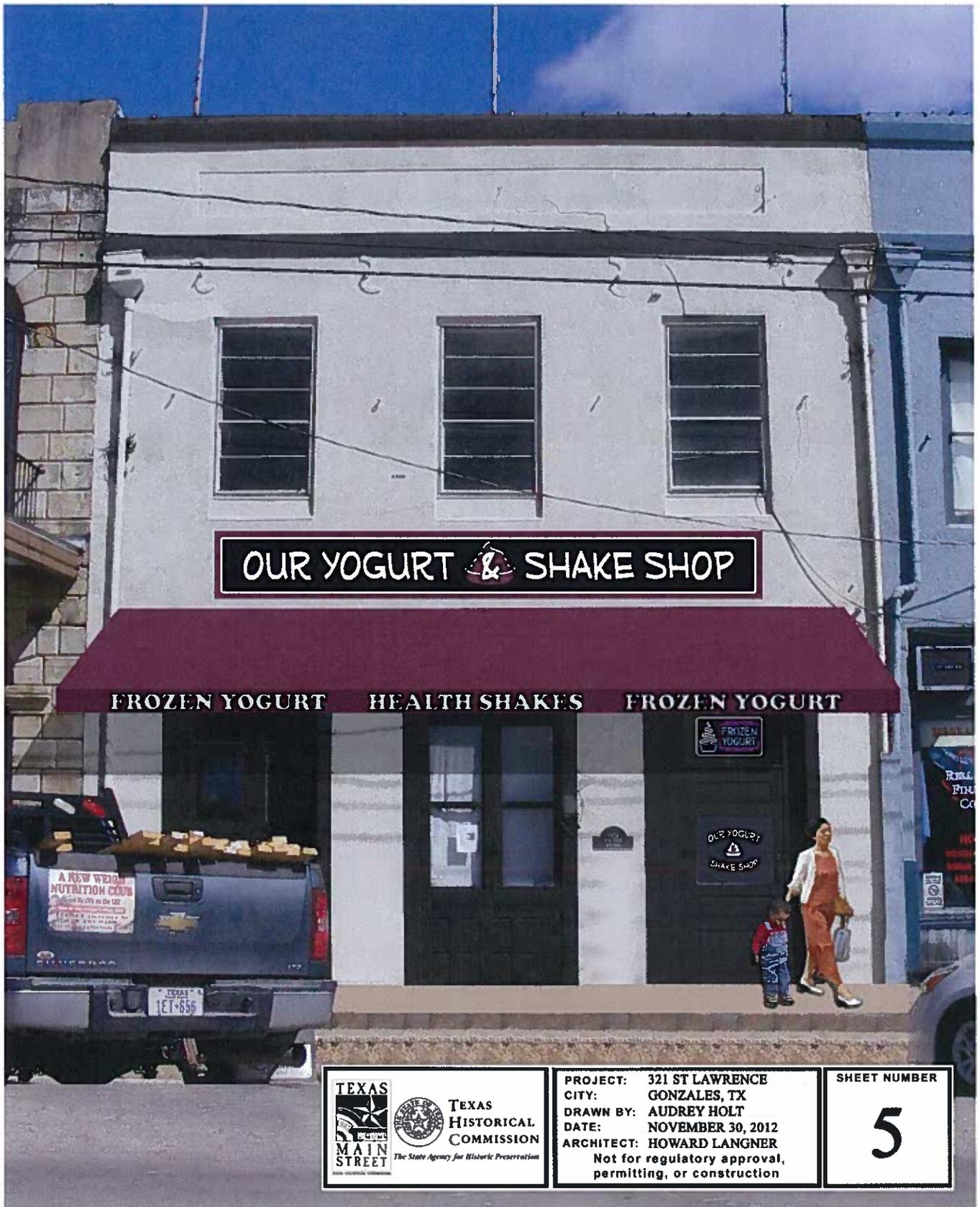
There is also the possibility of an IRS tax credit or deduction for making ADA improvements. Please see <http://www.ada.gov/taxcred.htm> for more information.

## **Brownfields Site Assessment (BSA) Program and the Targeted Brownfields Assessment (TBA)**

A brownfields site is any property that is being underutilized or where a property transaction is complicated by the real or perceived presence of contamination, which can include asbestos and lead paint. The Texas Commission on Environmental Quality (TCEQ), in cooperation with local, state, and federal partners, is facilitating cleanup and revitalization of brownfields properties in Texas through regulatory, tax, and technical assistance. The BSA provides free technical advice and education to eligible entities for brownfields redevelopment projects. Contact the TCEQ Brownfields Site Assessment staff at <http://www.tceq.texas.gov/remediation/bsa/bsa.html/> or call 512-239-2200. The TCEQ works very closely with the United States Environmental Protection Agency (EPA). The EPA offers a free brownfields assessment, including sampling and analyses, cleanup planning based on proposed reuse, cleanup cost estimates, and other technical reports as part of their Targeted Brownfields Assessment (TBA). Contact Janet Brooks, TBA Coordinator Region 6 US Environmental Protection Agency at (214) 665-7598 or 1-800-887-6063. Janet may also be reached via email: [brooks.janet@epa.gov](mailto:brooks.janet@epa.gov).

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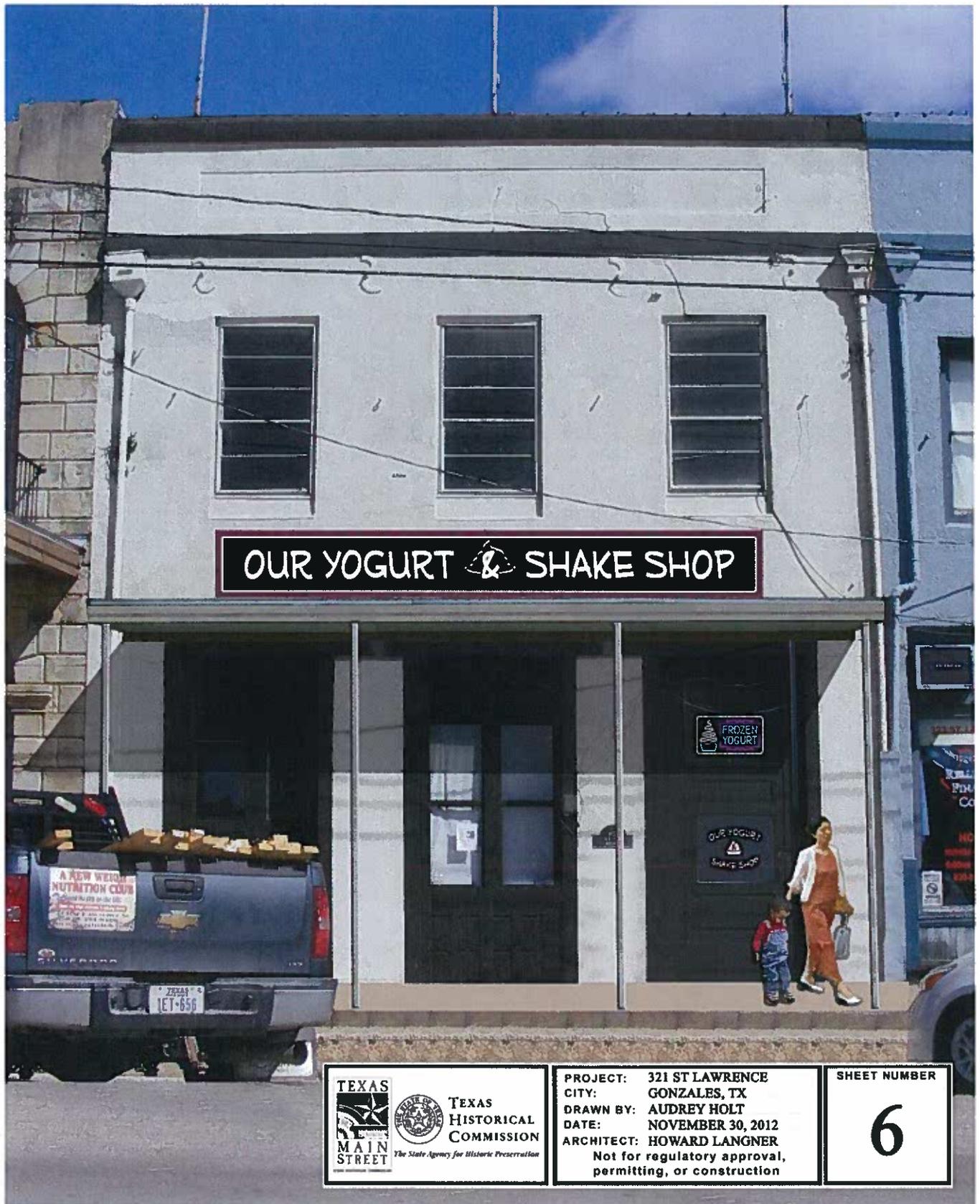
After the owner has had a chance to review the recommended concept, the Texas Main Street Design Center Staff will work with the owner(s) to help develop their rehabilitation plan for this particular building. It is also requested that TMSDC be notified when clarification of design elements might prove helpful or when an alternate scheme is contemplated. Please contact NAME (512) 463-5760 / [Audrey.holt@thc.state.tx.us](mailto:Audrey.holt@thc.state.tx.us) or Howard Langner (512) 305-9045 / [howard.langner@thc.state.tx.us](mailto:howard.langner@thc.state.tx.us).




**TEXAS**  
**HISTORICAL**  
**COMMISSION**  
*The State Agency for Historic Preservation*

**PROJECT:** 321 ST LAWRENCE  
**CITY:** GONZALES, TX  
**DRAWN BY:** AUDREY HOLT  
**DATE:** NOVEMBER 30, 2012  
**ARCHITECT:** HOWARD LANGNER  
 Not for regulatory approval,  
 permitting, or construction

**SHEET NUMBER**  
**5**



OUR YOGURT & SHAKE SHOP




**TEXAS**  
**HISTORICAL**  
**COMMISSION**  
*The State Agency for Historic Preservation*

**PROJECT:** 321 ST LAWRENCE  
**CITY:** GONZALES, TX  
**DRAWN BY:** AUDREY HOLT  
**DATE:** NOVEMBER 30, 2012  
**ARCHITECT:** HOWARD LANGNER  
 Not for regulatory approval,  
 permitting, or construction

**SHEET NUMBER**  
**6**




**TEXAS**  
**MAIN STREET**  
2012 READER SERVICE


**TEXAS**  
**HISTORICAL**  
**COMMISSION**  
*The State Agency for Historic Preservation*

**PROJECT:** 321 ST LAWRENCE  
**CITY:** GONZALES, TX  
**DRAWN BY:** AUDREY HOLT  
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 Not for regulatory approval,  
 permitting, or construction

**SHEET NUMBER**  
**7**