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- 12.06 Governmental Powers. By execution of this Agreement, the BCDC does not waive or surrender any governmental immunities, powers or rights.
- 12.07 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 12.08 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without mutual written agreement of the parties to be attached and made a part of this Agreement.
- 12.09 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) three business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

**Brenham CFA:** Brenham CFA Series LLC  
c/o Lisciotti Development Corp.  
83 Orchard Hill Park Drive  
Leominster, MA 01453  
ATTN: Gregg P. Lisciotti

**With a copy to:** Fellman Kapilian Law, P.C.  
54 Jaconnet Street, Suite 300  
Newton, MA 02461  
ATTN: Scott H. Kapilian, Esq.  
[skapilian@fellmankapilian.com](mailto:skapilian@fellmankapilian.com)

**City:** Brenham Community Development Corporation  
200 W. Vulcan St.  
Brenham, TX 77833  
ATTN: Carolyn D. Miller, President

**With a copy to:** Cary L. Bovey  
Bovey & Cochran, PLLC



