



midtown
H O U S T O N

**MIDTOWN REDEVELOPMENT AUTHORITY/
TIRZ#2
BOARD OF DIRECTORS MEETING
NOVEMBER 20, 2025**



**MIDTOWN REDEVELOPMENT AUTHORITY
and
REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS
(ALSO KNOWN AS THE MIDTOWN REINVESTMENT ZONE)**

**TO: THE BOARD OF DIRECTORS OF THE MIDTOWN REDEVELOPMENT AUTHORITY AND
THE MIDTOWN REINVESTMENT ZONE AND TO ALL OTHER INTERESTED PERSONS:**

Notice is hereby given that the Board of Directors of the Midtown Redevelopment Authority (the "Authority") will hold a joint special meeting, open to the public, with the Board of Directors of the Midtown Reinvestment Zone on Thursday, November 20, 2025, at 12:30 p.m. at 410 Pierce Street, 1st Floor Conference Room (enter at the Pierce St. and Brazos St. door), Houston, Texas 77002.

The meeting location will be open to the public during open portions of the meeting. Members of the public may attend and/or offer comments in person as provided on the agenda and as permitted by the presiding officer during the meeting, or may view the meeting through the following link:

<https://midtownhouston.com/event/mra-board-meeting-2511/>

Click big blue button "TEAMS Meeting Link"

Meeting ID: 247 576 862 826

Passcode: GddGFQ

Or dial in by phone and enter the phone ID when prompted

Phone: +1 872-256-8243

Phone ID 355 736 852#

The Board of Directors of each of the Authority and the Midtown Reinvestment Zone will (i) consider, present and discuss orders, resolutions or motions; (ii) adopt, approve and ratify such orders, resolutions or motions; and (iii) take other actions as may be necessary, convenient or desirable, with respect to the following matters:

AGENDA

1. Call to Order, Introduction of Guests and Board Comments
2. Public Comment
3. Consent Agenda for the Midtown Reinvestment Zone
 - a. Minutes for October 23, 2025
4. Consent Agenda for the Authority
 - a. Minutes for October 23, 2025
 - b. Monthly financial reports for October 31, 2025
5. Fiscal Year 2025 Budget

In accordance with the requirements of Section 551.043(c)(1) of the Texas Government Code, as amended, the proposed fiscal year 2025 budget is accessible on the home page of the Authority's Internet website through the following link: <https://midtownhouston.com/wp-content/uploads/2025/11/Budget.pdf>

In order to comply with the requirements of Section 551.043(c)(2) of the Texas Government Code, the Authority hereby provides the following taxpayer impact statement:

The Midtown Redevelopment Authority is not a taxing unit as defined by Section 1.04, Texas Tax Code, and has no authority to impose ad valorem taxes on property. For a median-valued homestead property, adoption of the proposed budget does not have an effect on the property tax bill in dollars pertaining to the property for the current fiscal year as compared to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year.

6. MRA Board Governance and Committee Composition Discussion
7. Affordable Housing Program
 - a. Affordable Housing Operations Campus and Related Administrative Matters
 - b. Grant Agreement with Boynton Houston Community Development Corporation—Extension Project Completion Date and Conveyance of 2406 Live Oak Street in exchange for 3224 Rosalie Street
8. Capital Improvements Program
 - a. Street Overlay and Sidewalk Program
 - b., Urban Redevelopment Plan
 - i. Professional Services Agreement – Arup US, Inc.
 - c, FIFA World Cup 2026
 - i. Landscape Architecture Additional Services Request - OJB
9. Executive Director
 - a. Affordable Housing
 - b. HueMan:Shelter
10. Development Agreement with Pearl Residences at Midtown Owner, LLC
11. With respect to the foregoing agenda items, the Authority may conduct an executive session with regards to the following, as appropriate and necessary:
 - a. Consultation with attorney (Section 551.071, Texas Government Code);
 - b. The purchase, exchange, lease or value of real property (Section 551.072, Texas Government Code);
 - c. Personnel matters (Section 551.074, Texas Government Code);
 - d. Security personnel or devices (Section 551.076, Texas Government Code); and
 - e. Economic development negotiations (Sections 551.087, Texas Government Code).

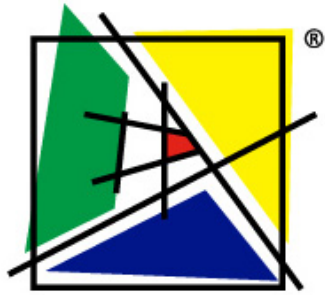
Upon entering into the executive session, the presiding officer shall announce which agenda items will be discussed.

Adjourn.



Matt Thibodeaux

Executive Director MT/ks



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ZONE CONSENT AGENDA MINUTES

**MINUTES OF THE BOARD OF DIRECTORS OF
REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS**

October 23, 2025

A special meeting of the Board of Directors (the "Board") of Reinvestment Zone Number Two, City of Houston, Texas, was held at 410 Pierce Street, First Floor Conference Room, Houston, Texas 77002 and via video conference on Thursday, October 23, 2025, at 12:30 p.m. The meeting was open to the public. The roll was called of the duly appointed members of the Board, to-wit:

<u>Pos. #</u>	<u>Name</u>	<u>Pos. #</u>	<u>Name</u>
1	Camille Foster	6	Christopher M. Johnston
2	Terence Fontaine	7	Chris Williams
3	Michael Lewis	8	James Gilford
4	Tiffani Robinson	9	Zoe Middleton
5	Allen Douglas		

and all of the above were present in person at the meeting location except Director Lewis, who attended via video conference.

In attendance were Authority staff members Matt Thibodeaux, Kandi Schramm, Marlon Marshall, Jeremy Rocha, David Thomas, Kayler Williams, Vernon Williams, Amaris Salinas and Madison Walkes; Sharita Bohanna, Jaime Giraldo and Chandler Snipe of the Midtown Management District; Barron Wallace and Mary Buzak of Bracewell LLP; Melissa Morton of The Morton Accounting Services; Jessica Ortiz and Hector Maldonado of Carr, Riggs & Ingram; Amanda Hansen and Jay Hickman of the Amanda Hansen Group; Bob Bradford, Algenita Davis and Sean Haley of CCPPI; Roberta Burroughs of Roberta F. Burroughs and Associates; Alex Ramirez of Design Workshop; Rachel Ray of Walter P Moore; Carol Harrison of IDS Engineering Group; Kamal Rasheed of Rashieyed Engineering; Jennifer Curley and Corey Glenn of the City of Houston; Kelly Young of the Coalition for the Homeless; Jennifer Gribble of Super Neighborhood 62; Bruce W. Frankel of Frankel Development Group; Lauren Avioli of NHP Foundation; Rev. Marilyn White of Trinity East Village CDC; Jermaine Potter of Daggett Development LLC; Dr. Ruth Ollison of Beulah Land Church; Anton Edwards of Houston Habitat for Humanity; Malek Bohsali of Value Realty; Mike Morris of the Houston Chronicle; and Rev. Jason Moreno.

In attendance via video conference were Authority staff member Sally Adame; Chrystal Davis of the Midtown Management District; Lorenzo Salinas and Angie Gomez of CCPPI; Lynda Guidry of Super Neighborhood 62; Olivia Christina Bush of Houston Habitat for Humanity; LaTisha Grant of TAS Realty Group; Gracie Padron of Padron & Co.; and Hugh Martinez.

Director Douglas called the meeting to order.

MINUTES FOR AUGUST 19, 2025

Director Middleton made a motion to approve the minutes for August 19, 2025. The motion was seconded by Director Lewis and unanimously approved.

EXECUTIVE SESSION

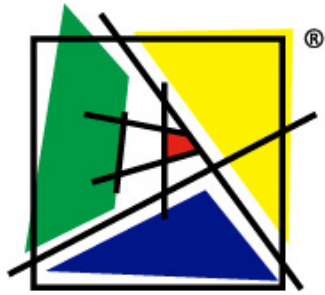
The Board did not enter a closed executive session.

ADJOURN

There being no further business to come before the Board, the meeting was adjourned.

Camille Foster, Assistant Secretary

Date



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AUTHORITY CONSENT AGENDA

MINUTES OF THE BOARD OF DIRECTORS OF THE MIDTOWN REDEVELOPMENT AUTHORITY

October 23, 2025

A special meeting of the Board of Directors (the "Board") of the Midtown Redevelopment Authority (the "Authority") was held at 410 Pierce Street, First Floor Conference Room, Houston, Texas 77002 and via video conference Thursday, October 23, 2025, at 12:30 p.m. The meeting agenda is attached hereto and incorporated herein. The meeting was open to the public. The roll was called of the duly appointed members of the Board, to-wit:

<u>Pos. #</u>	<u>Name</u>	<u>Pos. #</u>	<u>Name</u>
1	Camille Foster	6	Christopher M. Johnston
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In attendance via video conference were Authority staff member Sally Adame; Chrystal Davis of the Midtown Management District; Lorenzo Salinas and Angie Gomez of CCPPI; Lynda Guidry of Super Neighborhood 62; Olivia Christina Bush of Houston Habitat for Humanity; LaTisha Grant of TAS Realty Group; Gracie Padron of Padron & Co.; and Hugh Martinez.

Director Douglas called the meeting to order.

PUBLIC COMMENT

Jermaine Potter of Daggett Development LLC spoke about his request to obtain additional funding for infrastructure costs and/or approval to restructure the Modern Palms affordable housing development to include market-rate homes as well as income-restricted and sale price-restricted homes.

Dr. Ruth Ollison of Beulah Land Community Church spoke about an anticipated affordable housing development in the Third Ward.

CONSENT AGENDA FOR THE AUTHORITY

MINUTES FOR AUGUST 19, 2025

MONTHLY FINANCIAL REPORTS FOR AUGUST 31, 2025 AND SEPTEMBER 30, 2025

CONTRACTUAL REIMBURSEMENT TO RICE MANAGEMENT COMPANY PURSUANT TO AND IN ACCORDANCE WITH DEVELOPMENT AGREEMENT

Executive Director Matt Thibodeaux presented the Consent Agenda.

Director Middleton requested the removal of agenda item 4.c., the contractual reimbursement to Rice Management Company ("Rice"), from the consent agenda for separate consideration.

Director Middleton made a motion to approve the remaining consent agenda items as presented. The motion was seconded by Director Gilmore and carried by unanimous vote.

Marlon Marshall, Sr. Director of Engineering and Strategic Development, provided an overview of the development agreement between the Authority and Rice and noted that he will request that Rice provide an update on the development of the Ion District to the Board.

Director Lewis made a motion to approve the contractual reimbursement to Rice Management Company pursuant to and in accordance with development agreement. The motion was seconded by Director Fontaine and passed by a vote of 5-1, with Director Middleton voting no and Director Williams abstaining from the vote.

INVESTMENT REPORT FOR QUARTER ENDING SEPTEMBER 30, 2025

Melissa Morton of The Morton Accounting Services presented the written investment report for the quarter ending September 30, 2025.

Director Lewis made a motion to approve the investment report for the quarter ending September 30, 2025. The motion was seconded by Director Robinson and carried by unanimous vote.

AUDIT FY 2025

Hector Maldonado of Carr, Riggs & Ingram presented the audit for fiscal year 2025.

Director Lewis made a motion to approve the audit for fiscal year 2025 audit. The motion was seconded by Director Robinson and carried by unanimous vote.

RECOGNITION AND NON-DISTURBANCE AGREEMENT RELATED TO ION PARKING GARAGE BY AND BETWEEN WILLIAM MARSH RICE UNIVERSITY, MIDTOWN REDEVELOPMENT AUTHORITY, ION DISTRICT PARKING MANAGEMENT SERVICES LLC AND THEATRE UNDER THE STARS

Mary Buzak of Bracewell LLP presented a recognition and non-disturbance agreement relating to the Ion parking garage, which is owned by the Authority and operated and managed by Rice. The agreement relates to the use of parking spaces within the garage by Theatre Under the Stars, which is relocating to the Ion District.

Following discussion, Director Fontaine made a motion to approve the recognition and non-disturbance agreement related to Ion parking garage by and between William Marsh Rice University, Midtown Redevelopment Authority, Ion District Parking Management Services LLC and Theatre Under the Stars, subject to negotiation by the Authority's counsel. The motion was seconded by Director Lewis and carried by unanimous vote.

COALITION FOR THE HOMELESS PRESENTATION

Kelly Young of the Coalition for the Homeless made a presentation and answered questions from the Board.

AFFORDABLE HOUSING PROGRAM

AFFORDABLE HOUSING OPERATIONS CAMPUS AND RELATED ADMINISTRATIVE MATTERS

Mr. Marshall reported that Honeycomb Clinic, the new first floor tenant at One Emancipation Center, has commenced operations.

RECOMMENDATION REGARDING THE MAXIMUM SALE PRICE OF FOUR SINGLE-FAMILY HOMES TO BE CONSTRUCTED BY EPIC HOMES, LLC

Ms. Buzak reported that due to increased development and construction costs, Epic Homes LLC has requested an increase in the maximum sale price of four single-family affordable homes to be constructed on Midtown lots for sale to qualified homebuyers. recommended that the Board approve an increase in the maximum sale price of these homes from \$220,000 to \$247,500.

Algenita Davis of CCPPI responded to questions from the Board regarding the reasons for the sale price increase and the methodology by which the Authority's affordable housing consultants evaluate such requests from developers.

Following discussion, Director Johnston moved to approve an increase in the maximum sale price of four single-family homes to be constructed by Epic Homes, LLC from \$220,000 to \$245,700, subject to approval by the City of Houston Housing and Community Development Department. The motion was seconded by Director Middleton and carried by unanimous vote.

RECOMMENDATION REGARDING CONVEYANCE OF A TRACT OF LAND AT 2406 LIVE OAK STREET TO BOYNTON HOUSTON COMMUNITY DEVELOPMENT CORPORATION AND THE RECONVEYANCE OF A TRACT OF LAND AT 3212 ROSALIE STREET TO THE AUTHORITY

This item was tabled.

EXTENSION OF OPTION AGREEMENT – TRINITY EAST VILLAGE COMMUNITY DEVELOPMENT CORPORATION

Lauren Avioli of NHP Foundation and Rev. Marilyn White of the Trinity East Village Community Development Corporation (TEVCDC) presented an overview of Trinity East Village, a multi-family transit oriented affordable housing rental complex that will consist of at least 148 units, including 90 units for seniors and 58 units for families. The Authority has entered into an option agreement with TEVCDC to contribute three Authority-owned lots to the project, which will be constructed in two phases. TEVCDC has requested an extension of the option period for each phase to facilitate the financing and construction of the project.

Director Middleton made a motion to approve extending the option period for the Trinity East Village senior phase to June 1, 2026, and for the Trinity East Village family phase to December 31, 2026. The motion was seconded by Director Fontaine and carried by unanimous vote.

CAPITAL IMPROVEMENTS PROGRAM

STREET OVERLAY AND SIDEWALK PROGRAM

URBAN REDEVELOPMENT PLAN

These items were tabled.

EXECUTIVE DIRECTOR

AFFORDABLE HOUSING

HUEMAN: SHELTER

FIFA WORLD CUP 2026

These items were tabled.

DEVELOPMENT AGREEMENT WITH PEARL RESIDENCES AT MIDTOWN OWNER, LLC

This item was tabled.

RETAIL REAL ESTATE UPDATE – FRANKEL DEVELOPMENT GROUP

This item was tabled.

ADJOURN

There being no further business to come before the Board, the meeting was adjourned.

Camille Foster, Assistant Secretary

Date

AGENDA OF OCTOBER 23, 2025

[attached]

DRAFT



**MIDTOWN REDEVELOPMENT AUTHORITY
and
REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS
(ALSO KNOWN AS THE MIDTOWN REINVESTMENT ZONE)**

**TO: THE BOARD OF DIRECTORS OF THE MIDTOWN REDEVELOPMENT AUTHORITY AND
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Phone ID 355 736 852#

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 - a. Minutes for August 19, 2025
 - b. Monthly financial reports for August 31, 2025 and September 30, 2025
 - c. Contractual Reimbursement to Rice Management Company pursuant to and in accordance with Development Agreement

5. Investment Report for Quarter Ending September 30, 2025
6. Audit FY 2025
7. Recognition and Non-Disturbance Agreement related to Ion District Parking Garage by and between William Marsh Rice University, Midtown Redevelopment Authority, Ion District Management Services LLC and Theatre Under the Stars
8. Coalition for the Homeless Presentation
9. Affordable Housing Program
 - a. Affordable Housing Operations Campus and Related Administrative Matters
 - b. Recommendation regarding the maximum sale price of four single-family homes to be constructed by Epic Homes, LLC
 - c. Recommendation regarding conveyance of a tract of land at 2406 Live Oak Street to Boynton Houston Community Development Corporation and the reconveyance of a tract of land at 3212 Rosalie Street to the Authority
 - d. Extension of Option Agreement – Trinity East Village Community Development Corporation
10. Capital Improvements Program
 - a. Street Overlay and Sidewalk Program
 - b. Urban Redevelopment Plan
11. Executive Director
 - a. Affordable Housing
 - b. HueMan:Shelter
 - c. FIFA World Cup 2026
12. Development Agreement with Pearl Residences at Midtown Owner, LLC
13. Retail Real Estate Update – Frankel Development Group
14. With respect to the foregoing agenda items, the Authority may conduct an executive session with regards to the following, as appropriate and necessary:
 - a. Consultation with attorney (Section 551.071, Texas Government Code);
 - b. The purchase, exchange, lease or value of real property (Section 551.072, Texas Government Code);
 - c. Personnel matters (Section 551.074, Texas Government Code);
 - d. Security personnel or devices (Section 551.076, Texas Government Code); and
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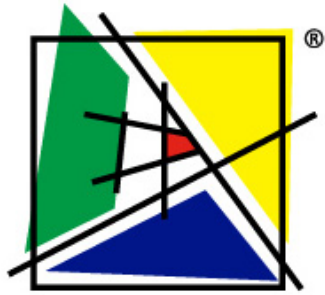
Upon entering into the executive session, the presiding officer shall announce which agenda items will be discussed.

15. Adjourn



Matt Thibodeaux

Executive Director MT/ks



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FINANCIALS

Midtown Redevelopment Authority

Profit & Loss

July through October 2025

	Jul - Oct 25
Ordinary Income/Expense	
Income	
400000 · Revenue & Support	
400025 · Interest-Debt Service & Reserve	101,017.04
400026 · Interest-Other Bond Funds	74.44
400029 · Interest - Affordable Housing	165,188.70
400030 · Interest-Operating Funds	340,956.50
400031 · Interest Income	6,841.12
400040 · 3131 EMANCIPATION	231,588.75
400041 · Affordable Housing Apts Units	43,182.94
400042 · 402 & 410 Tenant Inome	73,179.27
Total 400000 · Revenue & Support	962,028.76
40010 · Other Revenue	271,762.16
400441 · Bagby Park Kiosk Lease	15,500.00
Total Income	1,249,290.92
Gross Profit	1,249,290.92
Expense	
500000 · BOND FUND EXPENSES	
504000 · Projects & Expenses	
500007 · T-0234 Parks and Open Space	2,347.50
500015 · T-0222 Street Rehab	123,572.35
500021 · T-0203 Entry Portals	-20,000.00
Total 504000 · Projects & Expenses	105,919.85
Total 500000 · BOND FUND EXPENSES	105,919.85
510000 · INCREMENT PROJECTS/EXPENSE	
510008 · T-0220 Afford Housing Land Bnk	892,930.42
510019 · T-0214 Caroline St	44,007.65
510024 · T-0204 Infrastruc/Street Lights	165.50
510040 · Developer Reimbursement	274,524.85
510041 · CIP Program Expenses	11,901.00
510043 · T-0234 Parks & Open Space & Mob	25,245.18
510045 · T-0224 HTC I - Bldg Maintenance	99,332.92
510046 · T-0221 Midtown Pk	1,620.33
510096 · T-0207 Opr of Zone Prj Faciliti	250,396.07
510102 · HMAAC Interest Expense	1,495.69
510400 · Kiosk at Bagby Park	14,587.68
510534 · T-0225 Mobility & Pedest Imprv	40,673.72
510700 · Municipal Services Costs	
510710 · Municipal Services Supplemental	10,628.80
510700 · Municipal Services Costs - Other	9,580.00
Total 510700 · Municipal Services Costs	20,208.80
Total 510000 · INCREMENT PROJECTS/EXP...	1,677,089.81
550000 · General & Admin. Expense	
550002 · Contract Labor	5,607.00
550003 · Rent Expense	3,600.00
550004 · Salaries	729,619.61

No assurance is provided on these financial statements

Midtown Redevelopment Authority

Profit & Loss

July through October 2025

	Jul - Oct 25
550006 · Advertising & Promotions	12,896.43
550007 · Courier Service	333.20
550008 · Office Supply & Expense	13,811.13
550010 · Telephone & Utilities	2,880.27
550012 · Postage	97.98
550022 · Bank Charges & Fees	11,224.69
550023 · Trust Expenses	3,195.00
550025 · Professional Services	7,677.50
550026 · Accounting Consultants	124,727.99
550027 · Financial Audit	42,500.00
550028 · Legal Consultants	224,770.50
550029 · Admin Insurance	609.12
550030 · Planning Consultants	63,962.07
550031 · HTC Bldg Maintenance	87.49
550032 · Engineering Consultants	19,576.96
550033 · Professional Fees/Other Consult	48,429.50
550034 · Equip Rent & Lease Expense	3,257.65
550037 · Workman's Comp Insurance	2,887.26
550038 · Insurance - All	27,351.21
550039 · Computers & Repairs & Maint	26,637.55
550040 · Repair & Maintenance	4,797.11
550045 · Payroll Fees	10,837.75
550046 · Reimb. Employee Office Exp.	444.24
550058 · Travel	1,359.72
550061 · Public Relations	124.84
Total 550000 · General & Admin. Expense	1,393,303.77
Total Expense	3,176,313.43
Net Ordinary Income	-1,927,022.51
Net Income	-1,927,022.51

No assurance is provided on these financial statements

Midtown Redevelopment Authority

Balance Sheet

As of October 31, 2025

	Oct 31, 25
ASSETS	
Current Assets	
Checking/Savings	
101001 · Wells Fargo Ope Acctg 64040	232,821.20
101002 · Infrastructure Projects 1731	177,181.94
101003 · Texas Capital Operating x 6020	1,172,213.52
101004 · Texas Capital MM x 6052	69,424.40
101010 · WF Surplus Acct 63943	5,325,859.29
101020 · WF FTA Enhanced Path 63919	61.89
101030 · Wells Fargo 1094	424,186.02
102200 · Logic Operating Account	19,831,703.60
103200 · TexStar Operating Acct 1111	8,094.35
103600 · Wells Fargo Oper Inves 63901	307.61
103700 · WF Operating Saving 3215777180	46,207.46
104000 · Affordable Housing Accounts	
104021 · WF Afford Hous 3927	4,638,220.85
104022 · WF Pilot Program 3935	354.59
104024 · Texas Capital AH Ops x 6028	12,467.09
104025 · Texas Capital AH MM x 6036	693,329.34
104116 · TexStar Aff. Hsng MM 1800	2,345.16
104200 · Logic Affordable Housing	9,795,572.68
1044000 · Wells Fargo NAI - 2259	398,871.33
Total 104000 · Affordable Housing Accounts	15,541,161.04
105000 · Trustee Investments	
105001 · Pledge Revenue Fund 422885	2,098,765.18
105002 · Debt Service Fund	6,282,614.21
105003 · Reserve Fund 422897	7,038,077.92
105009 · Austin Park Maint. Fund 422919	4,078.25
107000 · BOND FUNDS	5,137.88
Total 105000 · Trustee Investments	15,428,673.44
Total Checking/Savings	58,257,895.76
Accounts Receivable	316,660.01
Other Current Assets	1,662.76
Total Current Assets	58,576,218.53
Fixed Assets	
150000 · Fixed Assets	
150010 · Office Furniture & Equipment	68,129.62
150011 · Accumulated Depreciation-Furn.	-56,516.45
150020 · Computer Equipment	62,956.03
150021 · Accumulated Depreciation-Comp.	-44,073.36
150040 · Land - JPI Park	736,911.00
150045 · Walgreens/Lui Park Land	141,000.00
150062 · Land - Houston Tech.Center I	798,053.89
150063 · Houston Tech Center I	2,676,862.62
150064 · Accm Deprec-Houston Tech Cntr I	-2,676,862.62
150065 · Land - HTC Phase II	697,219.00
150066 · Houston Tech Center II	3,115,070.07
150067 · Accum.Deprec. HTC Phase I	-2,704,503.91
150069 · Land - Bagby Park	1,318,870.15
150070 · BagbyPark	2,453,218.83
150071 · Accum.Deprec. BagbyPark	-1,886,622.81

No assurance is provided no these financial statements

Midtown Redevelopment Authority

Balance Sheet

As of October 31, 2025

	Oct 31, 25
150075 · Midtown Park 2905 Travis St	3,506,306.26
150078 · Midtown Park Land-Tracts I & II	4,416,996.74
1500783 · Accum Deprec-Works of Art	-310,838.65
1500784 · Acc Depr Office Housng & Garage	-2,564,957.34
1500785 · Accum Depreciation - Bagby Park	-314,936.60
150078A · Midtown (Superblock) Garage	13,784.20
150078B · Midtown (Superblockj) Park	5,299,848.40
150078C · Midtown Garage - Depreciable As	
1500781 · Acc Depre - Midtown Garage	-3,465,734.32
150078C · Midtown Garage - Depreciable As - Other	23,104,895.00
Total 150078C · Midtown Garage - Depreciable As	19,639,160.68
150078D · Midtown Park - Depreciable Asse	
1500782 · Acc Depre Midtown Park	-4,879,719.06
150078D · Midtown Park - Depreciable Asse - Other	19,094,553.00
Total 150078D · Midtown Park - Depreciable Asse	14,214,833.94
150078E · Land - Operations Center	1,002,054.00
150078H · Midtown Park - Depr Asse 2&3	5,506,202.00
150078I · Bagby Park - Depr Asset (2020)	1,049,784.00
150078J · Opration Center Dep Asset	27,074,672.44
150078K · Midtown Park -Placed in Service	-5,506,202.00
150079B · Works of Art - Donated	1,137,027.00
150080 · Land (Resale)	
150081 · Earnest Money	-15,946.09
150082 · Option Fees	5,000.00
150803 · Affordable Housing Legal	103,280.05
150804 · Affordable Housing Misc	756,345.80
150805 · AFFORD HOUS GRANTS	126,750.28
150080 · Land (Resale) - Other	34,579,600.93
Total 150080 · Land (Resale)	35,555,030.97
150080A · Land Held for Resale	-10,723,654.68
150089 · Land HMAAC (Land)	1,206,150.00
150090 · HMAAC Property	918,850.00
150091 · Accum Depr HMAAC	-673,823.80
150098 · Rice-Ion Garage Asset	56,900,000.00
150099 · Accum Depr - ION Parking Garage	-1,517,333.00
150100 · 2800 MAIN	317,069.93
150782A · Acc Depr Midtown Park Phase 2-3	-1,055,355.07
150000 · Fixed Assets - Other	-546,027.24
Total 150000 · Fixed Assets	159,244,354.24
Total Fixed Assets	159,244,354.24
Other Assets	
180500 · Leases	
180510 · Lease Receivable	6,316,207.74
180530 · Deferred Inflow	-5,787,157.19
Total 180500 · Leases	529,050.55
Total Other Assets	529,050.55
TOTAL ASSETS	218,349,623.32

No assurance is provided no these financial statements

Midtown Redevelopment Authority

Balance Sheet

As of October 31, 2025

	Oct 31, 25
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	266,911.45
Other Current Liabilities	
200001 · Current Liabilities	785,450.03
200006 · Property Tax Liability	125,410.82
203500 · Prepaid Rental Income Liab	11,292.06
205000 · Current Loan Liabilities	4,505,000.00
25000 · Retainage Payable	3,500.00
Total Other Current Liabilities	5,430,652.91
Total Current Liabilities	5,697,564.36
Long Term Liabilities	
210000 · Long Term Liabilities	
210050 · Bond Payable Series 2017	32,625,000.00
210061 · Series 2017 Bond Premium	2,600,121.00
210063 · Series 2020 Bond Premium	1,256,000.00
210064 · Bonds Payable Series 2020	6,410,000.00
210065 · Bonds Payable Series 2022	19,595,000.00
Total 210000 · Long Term Liabilities	62,486,121.00
210400 · ION Garage	
210401 · ION Deferred Tax Increment	1,818,908.00
210402 · ION Unearned Concession Fee	1,613,773.00
210403 · ION Garage - Reversion of Rice	34,329,667.00
Total 210400 · ION Garage	37,762,348.00
Total Long Term Liabilities	100,248,469.00
Total Liabilities	105,946,033.36
Equity	
1110 · Retained Earnings	114,330,612.47
Net Income	-1,927,022.51
Total Equity	112,403,589.96
TOTAL LIABILITIES & EQUITY	218,349,623.32

No assurance is provided no these financial statements

Midtown Redevelopment Authority

Operating Disbursements

As of November 15, 2025

Date	Num	Name	Memo	Credit
101003 · Texas Capital Operating x 6020				
10/22/202	12045	Bracewell LLP		97,348.75
10/22/202	12046	Design Workshop, Inc.	Houston Midtown District Work Order#1 Project 0068786.00 SEP...	9,367.50
10/22/202	12047	Flextg Financial Services	CANNON/IR-C5750I OCTOBER 2025	1,204.95
10/22/202	12048	Gauge Engineering	Project 2501667-0000 Work Order No. 1 Through September 26,...	5,609.76
10/22/202	12049	Kayler Williams	Reimbursements September 2025	17.35
10/22/202	12050	Midtown Parks Conservancy		6,980.16
10/22/202	12051	WasteWater Transport Services	La Calle Tacos: Grease Trap Pumping & Cleaning - October 2025	292.68
10/22/202	12052	WILLIAMS SCOTSMAN, INC	Customer # 10460287 Rental Period 10.01.2025 - 10.31.2025	437.24
10/22/202	12053	United National Insurance Agency	4807 Caroline	3,466.00
10/22/202	12054	William Marsh Rice U	VOID: Reimbursement Request for the Ion District Infrastructure	
10/24/202	ACH	Reliant Energy	402 PIERCE ST - 75237953-7 OCTOBER 2025	5,910.52
10/24/202	ACH	Reliant Energy	410 PIERCE STREET - 75237956-0 OCT 2025	4,987.33
10/24/202	ACH	G&A Partners	PR 10/31/2025	103,570.37
10/29/202	12055	Bracewell LLP	Capital Improvement Project -March 31, 2025	4,293.75
10/29/202	12056	Goode Technology Group	System Support September 2025	2,706.25
10/29/202	12057	Kwik Kopy		791.00
10/29/202	12058	Lion Heart	Project 043-001 Midtown Work order 1 - 09.30.2025	6,560.94
10/29/202	12059	Purchase Power	Postage OCTOBER 2025	97.98
10/29/202	12060	Staples Advantage	Office supplies 10.25.25	1,598.15
10/29/202	12061	The Harris Center for Mental Health ...	CCAP Midtown October 2025	10,628.80
10/29/202	12062	The Morton Accounting Services	August 2025 CPA Services	29,569.12
10/29/202	12063	United National Insurance Agency	Insurance Premium Property Insurance 4807 Caroline Street	13,863.30
10/30/202	12064	William Marsh Rice U	Reimbursement Request for the Ion District Infrastructure	274,524.85
11/05/202	12065	Amanda Hansen Group	Crisis Communications and Public Relations Retainer - October ...	15,500.00
11/05/202	12066	Comcast	410 SERVICE Ste #355 to NOVEMBER 29, 2025	298.61
11/05/202	12067	Midtown Parks Conservancy	MRA Reimbursable Expenses for WF CC Charges Sept 14 - Oct ...	1,599.72
11/12/202	12068	Condor Express Delivery, Inc	Delivery & Delivery Return October 2025	128.15
11/12/202	12069	Goode Systems & Consulting Inc		10,307.80
11/12/202	12070	Kayler Williams	Lunch Meeting	56.21
11/12/202	12071	The Goodman Corporation		41,886.65
11/12/202	12072	WILLIAMS SCOTSMAN, INC	Customer # 10460287 Rental Period 11.01.2025 - 11.30.2025	526.07
11/12/202	12073	Wulfe & Co.		6,800.00
Total 101003 · Texas Capital Operating x 6020				660,929.96
TOTAL				660,929.96

Midtown Redevelopment Authority Affordable Housing Disbursements

As of November 15, 2025

Date	Num	Name	Memo	Credit
104000 · Affordable Housing Accounts				
104024 · Texas Capital AH Ops x 6028				
10/22/2025	5122	Bracewell LLP	Third Ward Acquisitions/Affordable Housing Legal - Thr...	32,325.00
10/24/2025	ACH	City of Houston - Water	155065	25.62
10/24/2025	ACH	City of Houston - Water	155065	24.35
10/24/2025	ACH	City of Houston - Water	155065	1.09
10/24/2025	ACH	City of Houston - Water	155065	7.08
10/24/2025	ACH	City of Houston - Water	155065	26.77
10/24/2025	ACH	City of Houston - Water	155065	25.62
10/24/2025	ACH	City of Houston - Water	155065	3.69
10/24/2025	ACH	City of Houston - Water	155065	8.40
10/24/2025	ACH	City of Houston - Water	155065	24.35
10/24/2025	ACH	City of Houston - Water	155065	32.82
10/24/2025	ACH	City of Houston - Water	155065	26.01
10/24/2025	ACH	City of Houston - Water	155065	25.62
10/24/2025	ACH	City of Houston - Water	155065	3.53
10/24/2025	ACH	City of Houston - Water	155065	30.57
10/24/2025	ACH	City of Houston - Water	155065	30.20
10/24/2025	ACH	City of Houston - Water	155065	27.28
10/29/2025	5123	Four Eleven LLC	Landscape Services September 2025	26,578.12
10/29/2025	5124	Roberta F. Burroughs & Assoc...	Project: Midtown Affordable Housing Plan - Impl Srvs ...	8,000.00
11/05/2025	5125	American Fence Company, Inc.		1,981.00
11/12/2025	5126	Abacas Plumbing	3246 Beulah Street Repairs	4,286.00
Total 104024 · Texas Capital AH Ops x 6028				73,493.12
Total 104000 · Affordable Housing Accounts				73,493.12
TOTAL				73,493.12



midtown
H O U S T O N

FY 2025 BUDGET

In accordance with the requirements of Section 551.043(c)(1) of the Texas Government Code, as amended, the proposed fiscal year 2025 budget is accessible on the home page of the Authority's Internet website through the following link: <https://midtownhouston.com/wp-content/uploads/2025/11/Budget.pdf>

In order to comply with the requirements of Section 551.043(c)(2) of the Texas Government Code, the Authority hereby provides the following taxpayer impact statement:

The Midtown Redevelopment Authority is not a taxing unit as defined by Section 1.04, Texas Tax Code, and has no authority to impose ad valorem taxes on property. For a median-valued homestead property, adoption of the proposed budget does not have an effect on the property tax bill in dollars pertaining to the property for the current fiscal year as compared to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year.

CITY OF HOUSTON
ECONOMIC DEVELOPMENT DIVISION
FISCAL YEAR 2025 BUDGET DETAIL

Fund Summary
Fund Name: **Midtown Redevelopment Authority**
TIRZ: **02**
Fund Number: **7550/50**

TIRZ Budget Line Items	FY2024 Budget	FY2024 Estimate	FY2025 Budget
RESOURCES			
RESTRICTED Funds - Capital Projects	\$ 15,401,310	\$ 9,433,385	\$ 27,288,298
RESTRICTED Funds - Affordable Housing	\$ 10,083,335	\$ 8,257,602	\$ 2,865,579
RESTRICTED Funds - Bond Debt Service	\$ 18,482,795	\$ 14,189,415	\$ 5,331,491
Beginning Balance	\$ 43,967,440	\$ 31,880,402	\$ 35,485,368
City tax revenue	\$ 13,007,982	\$ 13,007,982	\$ 12,902,159
County tax revenue	\$ -	\$ -	\$ -
ISD tax revenue	\$ 12,203,677	\$ 12,203,677	\$ 12,203,677
ISD tax revenue - Pass Through	\$ 6,979,916	\$ 6,979,916	\$ 6,979,916
Community College tax revenue	\$ 2,012,110	\$ 2,012,110	\$ 2,012,110
Incremental Property Tax Revenue	\$ 34,203,685	34,203,685	34,097,862
Midtown Management District Reimbursement	\$ 633,000	\$ 632,824	\$ 853,000
Co-Located Entity Reimbursement - FWRA	\$ 40,000	\$ 24,327	\$ 40,000
Other Revenue	\$ -	\$ 50,000	\$ 50,000
Contribution to MIDTOWN Park	\$ -	\$ 245,202	\$ 282,094
Miscellaneous Revenue	\$ 673,000	952,353	1,225,094
COH TIRZ interest	\$ 60,000	\$ 693,800	\$ -
Interest Income	\$ 1,645,700	\$ 984,628	\$ 1,749,000
Other Interest Income	\$ 1,705,700	1,678,428	1,749,000
Bloomberg Grant (MMD passthrough)	\$ 700,000	\$ 700,000	\$ -
Rice Garage Grant	\$ 22,570,000	\$ 58,678	\$ -
Grant Proceeds	\$ 23,270,000	\$ 758,678	\$ -
	\$ -		
Contract Revenue Bond Proceeds	\$ -	\$ -	\$ -
TOTAL AVAILABLE RESOURCES	\$ 103,819,825	\$ 69,473,546	72,557,324

CITY OF HOUSTON
ECONOMIC DEVELOPMENT DIVISION
FISCAL YEAR 2025 BUDGET DETAIL

Fund Summary
Fund Name: **Midtown Redevelopment Authority**
TIRZ: **02**
Fund Number: **7550/50**

TIRZ Budget Line Items	FY2024 Budget	FY2024 Estimate	FY2025 Budget
EXPENDITURES			
Accounting	\$ 200,000	\$ 176,117	\$ 200,000
Administration Salaries & Benefits	\$ 530,000	\$ 526,365	\$ 620,000
Auditor	\$ 50,000	\$ 49,479	\$ 50,000
Bond Services/Trustee/Financial and Tax Advisor	\$ 43,000	\$ 23,541	\$ 25,000
Insurance	\$ 850,000	\$ 852,588	\$ 800,000
Office Administration	\$ 265,000	\$ 265,589	\$ 268,398
MID CORP Reimbursement	\$ 17,000	\$ -	\$ -
FWRA Reimbursement	\$ 40,000	\$ 24,327	\$ 40,000
Midtown Management District	\$ 1,333,000	\$ 632,824	\$ 1,333,000
TIRZ Administration and Overhead	\$ 3,328,000	\$ 2,550,830	3,336,398
Engineering Consultants/Landscape Architects	\$ 95,000	\$ 36,945	\$ 95,000
Planning Consultants	\$ 290,000	\$ 287,883	\$ 254,030
Legal	\$ 415,000	\$ 410,557	\$ 545,000
Construction Audit	\$ 22,000	\$ 22,000	\$ -
Other Consultants	\$ -	\$ 298,335	\$ 248,309
Program and Project Consultants	\$ 822,000	\$ 1,055,720	\$ 1,142,339
Management Consulting Services	\$ 4,150,000	3,606,550	4,478,737
Capital Expenditures (See CIP Schedule)	\$ 4,085,365	\$ 4,356,680	\$ 3,699,301
Affordable Housing	\$ 5,038,995	\$ 5,392,023	\$ 3,661,152
TIRZ Capital Expenditures	\$ 9,124,360	9,748,703	7,360,453
Loss on Sale of Affordable Housing Land		\$ 1,170,964	\$ 3,506,329
Grant Passthrough (MMD Grants)			\$ 700,000
Special Projects as determined by the City of Houston	\$ 125,000	265,000	125,000
Caydon	\$ 1,555,000	1,553,227	700,683
Rice ION	\$ 332,000	\$ 331,582	\$ 345,796
Pearl Market Place	\$ 565,000	\$ 693,735	\$ -
Mid Main	\$ -	\$ -	\$ -
Developer / Project Reimbursements	\$ 2,452,000	2,578,544	1,046,479
Bond Debt Service (Series 2015)			
Principal	\$ 2,535,000	\$ 2,535,000	\$ 2,645,000
Interest	\$ 314,238	\$ 259,000	\$ 132,250
Bond Debt Service (Series 2017)			
Principal	\$ 665,000	\$ 665,000	\$ 695,000
Interest	\$ 1,729,374	\$ 1,729,374	\$ 1,696,125
Bond Debt Service (Series 2020)			
Principal	\$ 685,000	\$ 685,000	\$ 715,000
Interest	\$ 387,800	\$ 387,800	\$ 353,550
Cost of Issuance	\$ -	\$ -	\$ -
Bond Debt Service (Series 2022)			
Principal	\$ 100,000	\$ 100,000	\$ 100,000
Interest	\$ 677,093	\$ 677,093	\$ 674,072
Arbitrage Rebate	\$ -	\$ -	\$ 114,508
Loan debt service (HMAAC)	\$ -	\$ -	\$ -
Principal	\$ 104,000	\$ 96,464	\$ 210,718
Interest	\$ 30,000	\$ 30,077	\$ 15,850
Line of Credit For MT Parking Garage			
Principal	\$ 1,445,404	\$ 1,445,404	\$ 2,086,723
Interest	\$ 248,000	\$ 247,712	\$ 140,000
Convenience Fee	\$ -	\$ -	\$ -
System Debt Service	\$ 8,920,909	8,857,924	9,578,796
TOTAL PROJECT COSTS	\$ 24,772,269	26,227,685	22,589,465

CITY OF HOUSTON
ECONOMIC DEVELOPMENT DIVISION
FISCAL YEAR 2025 BUDGET DETAIL

Fund Summary
Fund Name: **Midtown Redevelopment Authority**
TIRZ: **02**
Fund Number: **7550/50**

TIRZ Budget Line Items	FY2024 Budget	FY2024 Estimate	FY2025 Budget
Payment/transfer to ISD - educational facilities	\$ 1,732,528	\$ 2,357,015	\$ 610,080
Payment/transfer to ISD - educational facilities (Pass Through)	\$ 4,653,278	\$ 4,004,466	\$ 5,648,388
Administration Fees:			
City	\$ 650,399	\$ 689,508	\$ 639,613
County	\$ -	\$ -	\$ -
ISD	\$ 25,000	\$ 25,000	\$ 25,000
HCC	\$ 25,000	\$ 25,000	\$ 25,000
Affordable Housing:			
City	\$ -	\$ -	\$ -
County			
ISD to City of Houston	\$ -	\$ -	\$ -
Municipal Services Charge	\$ 729,504	\$ 659,504	\$ 730,000
Municipal Services - Supplemental	\$ 544,496	\$ -	\$ 544,000
Total Transfers	\$ 8,360,205	7,760,493	8,222,081
Total Budget	\$ 33,132,474	33,988,178	30,811,546
RESTRICTED Funds - Capital Projects	\$ 50,195,198	\$ 27,288,298	\$ 34,404,929
RESTRICTED Funds - Affordable Housing	\$ 2,009,358	\$ 2,865,579	\$ 2,009,358
RESTRICTED Funds - Bond Debt Service	\$ 18,482,795	\$ 5,331,491	\$ 5,331,491
Ending Fund Balance	\$ 70,687,351	35,485,368	41,745,778
Total Budget & Ending Fund Balance	\$ 103,819,825	69,473,546	\$ 72,557,324

Notes:

Council District	CIP No.	Project	Fiscal Year Planned Appropriations								
			Through 2023	Projected 2024	2025	2026	2027	2028	2029	FY25 - FY29 Total	Cumulative Total (To Date)
C	T-0203	Entry Portals	\$ -	109,806	9,311	155,000	255,000	305,000	-	724,311	834,117
C,D	T-0204	Enhanced Street Lights	\$ 975,078	1,064	203,667	355,300	355,300	355,300	-	1,269,567	2,245,709
D	T-0206	Southeast Neighborhood Street Reconstruction	\$ -	-	-	750,300	3,825,300	7,025,300	-	11,600,900	11,600,900
C,D	T-0207	Operating of Zone & Project Facilities	\$ 1,841,286	1,914,235	1,999,525	2,000,000	2,000,000	1,750,000	1,500,000	9,249,525	13,005,046
C,D	T-0210	Main Street Enhancements	\$ 2,221,159	-	-	450,130	3,530,500	2,025,000	-	6,005,630	8,226,789
C,D	T-0213	Alabama Street Reconstruction	\$ 731,892	\$ -	-	150,000	1,440,100	8,020,100	7,020,100	16,630,300	17,362,192
D	T-0214	Caroline Street Reconstruction	\$ 11,133,755	39,087	96,952	305,836	2,660,100	4,390,000	-	7,452,888	18,625,730
C	T-0217	Bagby Street Reconstruction	\$ -	-	-	-	-	-	-	-	-
C	T-0221	Midtown Park (Superblock)	\$ 9,154,967	355,474	230,217	4,010,300	510,300	510,300	510,300	5,771,417	15,281,858
C,D	T-0222	Street Overlay Program (Partnership with COH)	\$ 721,253	-	46,106	1,750,000	550,000	-	-	2,346,106	3,067,359
C,D	T-0223	Safe Sidewalk Program (Partnership with City of Houston)	\$ -	-	-	620,100	260,100	260,100	-	1,140,300	1,140,300
C	T-0224	HX Building Maintenance	\$ 73,579	251,710	543,838	300,150	50,300	50,000	50,000	994,288	1,319,577
C,D	T-0225	Mobility & Pedestrian Improvements	\$ 428,207	317,392	149,863	805,300	305,300	305,300	305,300	1,871,063	2,616,662
C	T-0228	Houston Fire Museum Plaza	\$ -	-	-	-	-	-	-	-	-
D	T-0229	Glover Park	\$ -	-	-	-	-	-	-	-	-
C,D	T-0230	Wheeler St. Pedestrian Enhancements	\$ -	-	-	675,600	3,770,600	2,720,600	-	7,166,800	7,166,800
C,D	T-0232	Public and Cultural Facilities***	\$ 756,700	-	-	600,000	600,000	600,000	600,000	2,400,000	3,156,700
C	T-0233	Parking Garage - Midtown Park (Super Block)	\$ 18,686,660	97,452	92,511	1,570,500	1,020,500	520,500	520,500	3,724,511	22,508,653
C,D	T-0234	Parks & Open Spaces	\$ 203,383	157,812	238,496	555,300	305,300	305,300	305,300	1,709,698	2,070,893
C,D	T-0235	Public Art	\$ -	-	-	255,300	255,300	255,300	255,300	1,021,200	1,021,200
C	T-0236	Bagby Park	\$ 1,793,741	112,977	-	35,500	425,500	355,500	355,500	1,172,000	3,078,718
D	T-0237	Baldwin Park Upgrade	\$ -	-	-	250,000	350,000	250,000	250,000	1,100,000	1,100,000
C	T-0238	3300 Main	\$ -	-	-	-	-	-	-	-	-
C	T-0239	Brazos Street Reconstruction	\$ 866,895	263,399	39,926	1,020,100	9,020,100	8,015,100	-	18,095,226	19,225,520
C,D	T-0240	Real Estate Development	\$ -	-	48,587	2,000,000	2,000,000	2,000,000	2,000,000	8,048,587	8,048,587
D	T-0241	Almeda/Crawford	\$ -	-	-	140,100	890,100	4,040,100	2,040,100	7,110,400	7,110,400
C,D	T-0242	Webster Street	\$ -	-	-	-	670,500	1,020,500	7,040,000	8,731,000	8,731,000
C,D	T-0244	Museum District - Main Street Enhancements	\$ -	-	-	100,000	1,400,000	1,500,000	-	3,000,000	3,000,000
C,D	T-0245	Museum District - Pedestrian Enhancement	\$ -	-	-	175,000	3,400,000	3,000,000	3,000,000	9,575,000	9,575,000
C,D	T-0246	Museum District - Mobility Improvements	\$ -	-	-	-	500,000	4,300,000	4,000,000	8,800,000	8,800,000
C,D	T-0247	I59/69 CAP Park	\$ -	-	-	140,500	890,500	790,500	40,500	1,862,000	1,862,000
C	T-0248	Tuam Street	\$ -	736,272	300	-	-	-	-	300	736,572
C,D	T-0251	Pierce Elevated	\$ -	-	-	100,000	100,000	100,000	-	300,000	300,000
C,D	T-0299	Concrete Panel Replacement Program	\$ -	-	-	35,000	35,000	35,000	-	105,000	105,000
Totals			\$ 49,588,585	\$ 4,356,680	\$ 3,699,301	\$ 19,305,316	\$ 41,375,700	\$ 54,804,800	29,792,900	\$ 148,978,017	\$ 202,923,282

* NOTE:

** NOTE:

*** NOTE:

Source of Funds	Fiscal Year Planned Appropriations								
	Through 2023	Projected 2024	2025	2026	2027	2028	2029	FY25 - FY29 Total	Cumulative Total (To Date)
TIRZ Funds	38,773,828	5,676,379	4,085,365	16,539,616	38,275,700	53,529,800	28,517,900	140,948,381	185,398,588
City of Houston	-	-	-	-	-	-	-	-	-
Grants	5,500,000	-	-	1,695,700	2,000,000	-	-	3,695,700	9,195,700
Other	-	-	-	-	-	-	-	-	-
Bond Proceeds	5,314,757	-	-	-	-	-	-	-	5,314,757
Project Total	49,588,585	5,676,379	4,085,365	18,235,316	40,275,700	53,529,800	28,517,900	144,644,081	199,909,045

Project: Entry Portals				City Council District		Key Map:		494		WBS.:		T-0203	
				Location: C		Geo. Ref.:							
				Served: C		Neighborhood:		62					
Description: Plazas, public squares, and landscaping in public right-of-way at entry points into Zone. Justification: Improvements will provide unique identity branding in Midtown and enhance connectivity to neighboring communities.				Operating and Maintenance Costs: (\$ Thousands)									
					2025	2026	2027	2028	2029	Total			
				Personnel	-	-	-	-	-	\$ -			
				Supplies	-	-	-	-	-	\$ -			
				Svcs. & Chgs.	-	-	-	-	-	\$ -			
				Capital Outlay	-	-	-	-	-	\$ -			
				Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
				FTEs						-			
Fiscal Year Planned Expenses													
Project Allocation		Projected Expenses thru 6/30/23	2024 Budget	2024 Estimate	2025	2026	2027	2028	2029	FY25 - FY29 Total	Cumulative Total (To Date)		
Phase													
1	Planning	-	-	-	50,000	-	-	-	\$ 50,000	\$ 50,000			
2	Acquisition	-	-	-	-	-	-	-	\$ -	\$ -			
3	Design	-	24,806	23,938	100,000	50,000	-	-	\$ 150,000	\$ 173,938			
4	Construction	-	80,000	69,822	9,311	200,000	300,000	-	\$ 509,311	\$ 579,133			
5	Equipment	-	-	-	-	-	-	-	\$ -	\$ -			
6	Close-Out	-	-	-	-	-	-	-	\$ -	\$ -			
7	Other	-	5,000	16,046	5,000	5,000	5,000	-	\$ 15,000	\$ 31,046			
		-	-	-	-	-	-	-	\$ -	\$ -			
		-	-	-	-	-	-	-	\$ -	\$ -			
		-	-	-	-	-	-	-	\$ -	\$ -			
		-	-	-	-	-	-	-	\$ -	\$ -			
Other Sub-Total:		-	5,000	16,046	-	5,000	5,000	5,000	-	\$ 15,000	\$ 31,046		
Total Allocations		\$ -	\$ 109,806	\$ 109,806	\$ 9,311	\$ 155,000	\$ 255,000	\$ 305,000	\$ -	\$ 724,311	\$ 834,117		
Source of Funds													
TIRZ Funds		-	109,806	109,806	9,311	155,000	255,000	305,000	-	\$ 724,311	\$ 834,117		
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -		
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -		
Other		-	-	-	-	-	-	-	-	\$ -	\$ -		
Bond Proceeds		-	-	-	-	-	-	-	-	\$ -	\$ -		
Total Funds		\$ -	\$ 109,806	\$ 109,806	\$ 9,311	\$ 155,000	\$ 255,000	\$ 305,000	\$ -	\$ 724,311	\$ 834,117		

*NOTE:

Project: Enhanced Street Lights				City Council District		Key Map:		493		WBS.:		T-0204	
				Location: C,D		Geo. Ref.:							
				Served: C,D		Neighborhood:		62					
Description:		Installation by CenterPoint Energy of additional Midtown branded decorative streetlights to replace standard Cobra-head style streetlights.				Operating and Maintenance Costs: (\$ Thousands)							
							2025	2026	2027	2028	2029	Total	
						Personnel	-	-	-	-	-	\$ -	
						Supplies	-	-	-	-	-	\$ -	
						Svcs. & Chgs.	-	-	-	-	-	\$ -	
Justification:		Additional street lighting improves safety and continues consistent Midtown branding in the Zone				Capital Outlay		-	-	-	\$ -		
						Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						FTEs							-
Fiscal Year Planned Expenses													
Project Allocation		Projected Expenses thru 6/30/23	2024 Budget	2024 Estimate	2025	2026	2027	2028	2029	FY25 - FY29 Total	Cumulative Total (To Date)		
Phase													
1	Planning	-		-	-	-	-	-	-	\$ -	\$ -	\$ -	
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	
3	Design	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	
4	Construction	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	
5	Equipment	975,078	1,064	1,064	203,667	350,000	350,000	350,000	-	\$ 1,253,667	\$ 2,229,809		
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	
7	Other	-	-	-	-	5,300	5,300	5,300	-	\$ 15,900	\$ 15,900		
		-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	
Other Sub-Total:		-	-	-	-	5,300	5,300	5,300	-	\$ 15,900	\$ 15,900		
Total Allocations		\$ 975,078	\$ 1,064	\$ 1,064	\$ 203,667	\$ 355,300	\$ 355,300	\$ 355,300	\$ -	\$ 1,269,567	\$ 2,245,709		
Source of Funds													
TIRZ Funds		975,078	1,064	1,064	203,667	355,300	355,300	355,300	-	\$ 1,269,567	\$ 2,245,709		
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	
Other Loan		-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	
Bond Proceeds		-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	
Total Funds		\$ 975,078	\$ 1,064	\$ 1,064	\$ 203,667	\$ 355,300	\$ 355,300	\$ 355,300	\$ -	\$ 1,269,567	\$ 2,245,709		

*NOTE:

Project:		Operating of Zone & Project Facilities			City Council District		Key Map:		494		WBS.:		T-0207			
					Location:		C,D		Geo. Ref.:							
					Served:		C,D		Neighborhood:						62	
Description:		As a direct consequence of an expanding list of projects, particularly park and public space projects, the Zone must provide for operation of the Zone's existing and planned facilities in the near term and in years to come beyond the duration of the Zone. (Operations & maintenance for parks, restaurants and garage).			Operating and Maintenance Costs: (\$ Thousands)											
						2025	2026	2027	2028	2029	Total					
					Personnel	-	-	-	-	-	\$ -					
					Supplies	-	-	-	-	-	\$ -					
					Svcs. & Chgs.	-	-	-	-	-	\$ -					
Justification:		In order to adequately provide for the operation of facilities, operation expenditures are included in the project costs in Exhibit A attached hereto in an amount of up to 5% of total project costs for the Zone regardless of project cost category.			Capital Outlay	-	-	-	-	-	\$ -					
					Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
					FTEs						-					
					Fiscal Year Planned Expenses											
					Project Allocation		Projected Expenses thru 6/30/23	2024 Budget	2024 Estimate	2025	2026	2027	2028	2029	FY25 - FY29 Total	Cumulative Total (To Date)
Phase																
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -					
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -					
3	Design	-	-	-	-	-	-	-	-	\$ -	\$ -					
4	Construction/Maintenance	1,841,286	1,364,235	1,237,235	1,277,525	1,450,000	1,450,000	1,200,000	950,000	\$ 6,327,525	\$ 9,406,046					
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -					
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -					
7	Other	-	550,000	677,000	722,000	550,000	550,000	550,000	550,000	\$ 2,922,000	\$ 3,599,000					
		-	-	-	-	-	-	-	-	\$ -	\$ -					
		-	-	-	-	-	-	-	-	\$ -	\$ -					
		-	-	-	-	-	-	-	-	\$ -	\$ -					
		-	-	-	-	-	-	-	-	\$ -	\$ -					
Other Sub-Total:		-	550,000	677,000	722,000	550,000	550,000	550,000	550,000	\$ 2,922,000	\$ 3,599,000					
Total Allocations		\$ 1,841,286	\$ 1,914,235	\$ 1,914,235	\$ 1,999,525	\$ 2,000,000	\$ 2,000,000	\$ 1,750,000	\$ 1,500,000	\$ 9,249,525	\$ 13,005,046					
Source of Funds																
TIRZ Funds		1,841,286	1,914,235	1,914,235	1,999,525	2,000,000	2,000,000	1,750,000	1,500,000	\$ 9,249,525	\$ 13,005,046					
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -					
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -					
Other		-	-	-	-	-	-	-	-	\$ -	\$ -					
Bond Proceeds		-	-	-	-	-	-	-	-	\$ -	\$ -					
Total Funds		\$ 1,841,286	\$ 1,914,235	\$ 1,914,235	\$ 1,999,525	\$ 2,000,000	\$ 2,000,000	\$ 1,750,000	\$ 1,500,000	\$ 9,249,525	\$ 13,005,046					

*NOTE:

Project: Caroline Street Reconstruction		City Council District		Key Map:		493		WBS.:		T-0214				
		Location:		D		Geo. Ref.:								
		Served:		D		Neighborhood:						62		
Description:		Roadway, infrastructure, bicycle, and streetscape enhancements between Pierce St. and Elgin St. Project incorporates green stormwater infrastructure and environmentally friendly streetscape elements installed on Bagby St. Construction of the project is managed by TxDOT and is partially funded with a \$5,500,000 TxDOT Grant. Additional improvements between Elgin St. and Holman St. planned in partnership with Houston Community College (HCC).		Operating and Maintenance Costs: (\$ Thousands)										
					2025	2026	2027	2028	2029	Total				
Justification:		Mobility, infrastructure, and pedestrian improvements are part of City of Houston's Complete Streets Program seeking to balance needs of all modes of transportation including automobiles, pedestrians and bicycles with local businesses and on-street parking. Partnership between Midtown Redevelopment Authority and HCC is partially funded through a TxDOT grant.		Personnel	-	-	-	-	-	\$	-			
				Supplies	-	-	-	-	-	\$	-			
				Svcs. & Chgs.	-	-	-	-	-	\$	-			
				Capital Outlay	-	-	-	-	-	\$	-			
				Total	\$	-	\$	-	\$	-	\$	-	\$	-
				FTEs									-	
Fiscal Year Planned Expenses														
Project Allocation		Projected Expenses thru 6/30/23	2024 Budget	2024 Estimate	2025	2026	2027	2028	2029	FY25 - FY29 Total	Cumulative Total (To Date)			
Phase														
1	Planning	35,000	-	-	-	75,000	-	-	-	\$ 75,000	\$ 110,000			
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -			
3	Design	1,230,000	7,000	-	-	-	300,000	-	-	\$ 300,000	\$ 1,530,000			
4	Construction & Mgmt	9,601,859	32,807	39,087	96,952	163,463	2,200,000	4,000,000	-	\$ 6,460,415	\$ 16,101,361			
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -			
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -			
7	Other - Legal	266,896	-	-	-	67,373	160,100	390,000	-	\$ 617,473	\$ 884,369			
		-	-	-	-	-	-	-	-	\$ -	\$ -			
		-	-	-	-	-	-	-	-	\$ -	\$ -			
		-	-	-	-	-	-	-	-	\$ -	\$ -			
		-	-	-	-	-	-	-	-	\$ -	\$ -			
Other Sub-Total:		266,896	-	-	-	67,373	160,100	390,000	-	\$ 617,473	\$ 884,369			
Total Allocations		\$ 11,133,755	\$ 39,807	\$ 39,087	\$ 96,952	\$ 305,836	\$ 2,660,100	\$ 4,390,000	\$ -	\$ 7,452,888	\$ 18,625,730			
Source of Funds														
TIRZ Funds		1,756,362	39,807	39,087	96,952	305,836	660,100	2,327,364	-	\$ 3,390,252	\$ 5,185,701			
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -			
Grants		4,062,636	-	-	-	-	2,000,000	2,062,636	-	\$ 4,062,636	\$ 8,125,272			
Other		-	-	-	-	-	-	-	-	\$ -	\$ -			
Bond Proceeds		5,314,757	-	-	-	-	-	-	-	\$ -	\$ 5,314,757			
Total Funds		\$ 11,133,755	\$ 39,807	\$ 39,087	\$ 96,952	\$ 305,836	\$ 2,660,100	\$ 4,390,000	\$ -	\$ 7,452,888	\$ 18,625,730			

*NOTE:

Project: Midtown Park (Superblock)		City Council District		Key Map:		493		WBS.:		T-0221					
		Location:		C		Geo. Ref.:									
		Served:		C		Neighborhood:						62			
Description: Mixed-use project including public park located on Superblock adjacent to the McGowen Street METRO Rail Station at Main/McGowen intersection. Three acre park includes pavilion, dog park, water features, children's interactive play area, public art installations, and front plaza area featuring cascading fountain. Plans continue for the addition of a restaurant pad to front plaza area and future renovations to the park.		Operating and Maintenance Costs: (\$ Thousands)													
				2025		2026		2027		2028		2029		Total	
		Personnel				-		-		-		-		\$ -	
		Supplies				-		-		-		-		\$ -	
		Svcs. & Chgs.				-		-		-		-		\$ -	
Justification: Successful parks are a key component of sustainable infrastructure and a healthy vibrant quality of life. This development will enhance the quality of life for current Midtown residents and business owners by providing new outdoor activity space. It will also become a destination to attract visitors from surrounding communities.		Capital Outlay				-		-		-		-		\$ -	
		Total		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
		FTEs													
		Fiscal Year Planned Expenses													
Project Allocation		Projected Expenses thru 6/30/23	2024 Budget	2024 Estimate	2025	2026	2027	2028	2029	FY25 - FY29 Total	Cumulative Total (To Date)				
Phase															
1	Planning	467,004	75,000	-	-	75,000	-	-	-	\$ 75,000	\$ 542,004				
2	Acquisition	3,506,306	-	-	-	-	-	-	-	\$ -	\$ 3,506,306				
3	Design	1,700,028	1,225,000	69,195	-	1,225,000	-	-	-	\$ 1,225,000	\$ 2,994,223				
4	Construction & Mgmt	2,997,186	2,700,000	237,470	182,606	2,700,000	500,000	500,000	500,000	\$ 4,382,606	\$ 7,617,262				
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -				
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -				
7	Other-	484,443	10,300	48,809	47,611	10,300	10,300	10,300	10,300	\$ 88,811	\$ 622,063				
		-	-	-	-	-	-	-	-	\$ -	\$ -				
		-	-	-	-	-	-	-	-	\$ -	\$ -				
		-	-	-	-	-	-	-	-	\$ -	\$ -				
		-	-	-	-	-	-	-	-	\$ -	\$ -				
Other Sub-Total:		484,443	10,300	48,809	47,611	10,300	10,300	10,300	10,300	\$ 88,811	\$ 622,063				
Total Allocations		\$ 9,154,967	\$ 4,010,300	\$ 355,474	\$ 230,217	\$ 4,010,300	\$ 510,300	\$ 510,300	\$ 510,300	\$ 5,771,417	\$ 15,281,858				
Source of Funds															
TIRZ Funds		9,154,967	4,010,300	355,474	230,217	4,010,300	510,300	510,300	510,300	\$ 5,771,417	\$ 15,281,858				
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -				
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -				
Other		-	-	-	-	-	-	-	-	\$ -	\$ -				
Bond Proceeds		-	-	-	-	-	-	-	-	\$ -	\$ -				
Total Funds		\$ 9,154,967	\$ 4,010,300	\$ 355,474	\$ 230,217	\$ 4,010,300	\$ 510,300	\$ 510,300	\$ 510,300	\$ 5,771,417	\$ 15,281,858				

*NOTE:

Project:		Street Overlay Program (Partnership with COH)			City Council District		Key Map:		493		WBS.:		T-0222			
					Location:		C,D		Geo. Ref.:							
					Served:		C,D		Neighborhood:						62	
Description:		Asphalt overlay of local streets.			Operating and Maintenance Costs: (\$ Thousands)											
						2025	2026	2027	2028	2029	Total					
					Personnel	-	-	-	-	-	\$ -					
					Supplies	-	-	-	-	-	\$ -					
Justification:		Mobility improvements to extend service life of deteriorated roadway and provide comfortable and safe corridor in alignment with City of Houston Vision Zero Action Plan.			Svcs. & Chgs.		-		-		-		\$ -			
					Capital Outlay		-		-		-		\$ -			
					Total		\$ -		\$ -		\$ -		\$ -		\$ -	
					FTEs											
										Fiscal Year Planned Expenses						
Project Allocation		Projected Expenses thru 6/30/23	2024 Budget	2024 Estimate	2025	2026	2027	2028	2029	FY25 - FY29 Total	Cumulative Total (To Date)					
Phase																
1	Planning	-	50,000	-	-	50,000	-	-	-	\$ 50,000	\$ 50,000					
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -					
3	Design	-	400,000	-	46,106	400,000	-	-	-	\$ 446,106	\$ 446,106					
4	Construction	721,253	1,250,000	-	-	1,250,000	500,000	-	-	\$ 1,750,000	\$ 2,471,253					
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -					
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -					
7	Other	-	50,000	-	-	50,000	50,000	-	-	\$ 100,000	\$ 100,000					
		-	-	-	-	-	-	-	-	\$ -	\$ -					
		-	-	-	-	-	-	-	-	\$ -	\$ -					
		-	-	-	-	-	-	-	-	\$ -	\$ -					
		-	-	-	-	-	-	-	-	\$ -	\$ -					
Other Sub-Total:		-	50,000	-	-	50,000	50,000	-	-	\$ 100,000	\$ 100,000					
Total Allocations		\$ 721,253	\$ 1,750,000	\$ -	\$ 46,106	\$ 1,750,000	\$ 550,000	\$ -	\$ -	\$ 2,346,106	\$ 3,067,359					
Source of Funds																
TIRZ Funds		721,253	1,750,000	-	46,106	607,143	550,000	-	-	\$ 1,203,249	\$ 1,924,502					
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -					
Grants		-	-	-	-	1,142,857	-	-	-	\$ 1,142,857	\$ 1,142,857					
Other		-	-	-	-	-	-	-	-	\$ -	\$ -					
Bond Proceeds		-	-	-	-	-	-	-	-	\$ -	\$ -					
Total Funds		\$ 721,253	\$ 1,750,000	\$ -	\$ 46,106	\$ 1,750,000	\$ 550,000	\$ -	\$ -	\$ 2,346,106	\$ 3,067,359					

*NOTE:

Project: HX Building Maintenance				City Council District		Key Map:		?		WBS.:		T-0224										
				Location:		C		Geo. Ref.:														
				Served:		C		Neighborhood:						62								
Description:		Annual maintenance for 402/410 Pierce Street office buildings formerly managed by Houston Exponentia as the master lease holder. Property is owned and now operated and managed by Midtown Redevelopment Authority.				Operating and Maintenance Costs: (\$ Thousands)																
								2025		2026		2027		2028		2029		Total				
						Personnel				-		-		-		-		-		\$ -		
						Supplies				-		-		-		-		-		\$ -		
						Svcs. & Chgs.				-		-		-		-		-		\$ -		
						Capital Outlay				-		-		-		-		-		\$ -		
Justification:		Operations and maintenance of property to protect quality of the asset.				Total		\$ -		\$ -		\$ -		\$ -		\$ -						
						FTEs																
Fiscal Year Planned Expenses																						
Project Allocation			Projected Expenses thru 6/30/23		2024 Budget		2024 Estimate		2025		2026		2027		2028		2029		FY25 - FY29 Total		Cumulative Total (To Date)	
Phase																						
1 Planning			-		-		-		-		-		-		-		-		\$ -		\$ -	
2 Acquisition			-		-		-		-		-		-		-		-		\$ -		\$ -	
3 Design			-		-		-		-		-		-		-		-		\$ -		\$ -	
4 Construction			-		-		-		-		-		-		-		-		\$ -		\$ -	
5 Equipment			-		-		-		-		-		-		-		-		\$ -		\$ -	
6 Close-Out			-		-		-		-		-		-		-		-		\$ -		\$ -	
7 Other			73,579		300,150		251,710		543,838		300,150		50,300		50,000		50,000		\$ 994,288		\$ 1,319,577	
			-		-		-		-		-		-		-		-		\$ -		\$ -	
			-		-		-		-		-		-		-		-		\$ -		\$ -	
			-		-		-		-		-		-		-		-		\$ -		\$ -	
			-		-		-		-		-		-		-		-		\$ -		\$ -	
Other Sub-Total:			73,579		300,150		251,710		543,838		300,150		50,300		50,000		50,000		\$ 994,288		\$ 1,319,577	
Total Allocations			\$ 73,579		\$ 300,150		\$ 251,710		\$ 543,838		\$ 300,150		\$ 50,300		\$ 50,000		\$ 50,000		\$ 994,288		\$ 1,319,577	
Source of Funds																						
TIRZ Funds			73,579		300,150		251,710		543,838		300,150		50,300		50,000		50,000		\$ 994,288		\$ 1,319,577	
City of Houston			-		-		-		-		-		-		-		-		\$ -		\$ -	
Grants			-		-		-		-		-		-		-		-		\$ -		\$ -	
Other			-		-		-		-		-		-		-		-		\$ -		\$ -	
Bond Proceeds			-		-		-		-		-		-		-		-		\$ -		\$ -	
Total Funds			\$ 73,579		\$ 300,150		\$ 251,710		\$ 543,838		\$ 300,150		\$ 50,300		\$ 50,000		\$ 50,000		\$ 994,288		\$ 1,319,577	

*NOTE:

Project: Mobility & Pedestrian Improvements		City Council District			Key Map:			WBS.:	T-0225		
		Location:		C,D		Geo. Ref.:					
		Served:		C,D		Neighborhood:					62
Description:	Planning for mobility and pedestrian improvements includes periodic renovations to streetscape enhancements.			Operating and Maintenance Costs: (\$ Thousands)							
					2025	2026	2027	2028	2029	Total	
				Personnel	-	-	-	-	-	\$ -	
				Supplies	-	-	-	-	-	\$ -	
Justification:	Mobility, infrastructure, and pedestrian improvements to create and maintain comfortable and safe corridors which accommodate growing mobility and infrastructure demands. Pedestrian safety enhancements align with COH Walkable Places Ordinance and Vision Zero Action Plan.			Svcs. & Chgs.	-	-	-	-	-	\$ -	
				Capital Outlay	-	-	-	-	-	\$ -	
				Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
				FTEs						-	
				Fiscal Year Planned Expenses							
Project Allocation		Projected Expenses thru 6/30/23	2024 Budget	2024 Estimate	2025	2026	2027	2028	2029	FY25 - FY29 Total	Cumulative Total (To Date)
Phase											
1	Planning	169,160	1,000,000	-	149,863	200,000	200,000	200,000	200,000	\$ 949,863	\$ 1,119,023
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3	Design	50,097	350,000	84,311	-	100,000	100,000	100,000	100,000	\$ 400,000	\$ 534,408
4	Construction	20,323	750,000	95,583	-	500,000	-	-	-	\$ 500,000	\$ 615,906
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other	188,627	15,300	137,498	-	5,300	5,300	5,300	5,300	\$ 21,200	\$ 347,325
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
Other Sub-Total:		188,627	15,300	137,498	-	5,300	5,300	5,300	5,300	\$ 21,200	\$ 347,325
Total Allocations		\$ 428,207	\$ 2,115,300	\$ 317,392	\$ 149,863	\$ 805,300	\$ 305,300	\$ 305,300	\$ 305,300	\$ 1,871,063	\$ 2,616,662
Source of Funds											
TIRZ Funds		428,207	2,115,300	317,392	149,863	805,300	305,300	305,300	305,300	\$ 1,871,063	\$ 2,616,662
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -
Other		-	-	-	-	-	-	-	-	\$ -	\$ -
Bond Proceeds		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Funds		\$ 428,207	\$ 2,115,300	\$ 317,392	\$ 149,863	\$ 805,300	\$ 305,300	\$ 305,300	\$ 305,300	\$ 1,871,063	\$ 2,616,662

*NOTE:

Project: Parking Garage - Midtown Park (Super Block)		City Council District		Key Map:				WBS.:	T-0233				
		Location:		C		Geo. Ref.:							
		Served:		C		Neighborhood:					62		
Description:	Underground 400 space public parking garage located beneath Midtown Park project on the Superblock. Additional improvements planned to increase efficiency of operations.			Operating and Maintenance Costs: (\$ Thousands)									
					2025	2026	2027	2028	2029	Total			
				Personnel	-	-	-	-	-	\$ -			
				Supplies	-	-	-	-	-	\$ -			
				Justification:	The garage will support mixed-use Midtown Park project and will address significant existing parking demand as well as support future retail and commercial developments with expansion of COH Market-Based Parking Ordinance.			Svcs. & Chgs.		-		-	
Capital Outlay		-						-		-		\$ -	
Total		\$ -						\$ -		\$ -		\$ -	
FTEs													
Fiscal Year Planned Expenses													
Project Allocation		Projected Expenses thru 6/30/23	2024 Budget	2024 Estimate	2025	2026	2027	2028	2029	FY25 - FY29 Total	Cumulative Total (To Date)		
Phase													
1	Planning	-	-	-	-	50,000	-	-	-	\$ 50,000	\$ 50,000		
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -		
3	Design	755,797	-	-	-	250,000	150,000	-	-	\$ 400,000	\$ 1,155,797		
4	Construction & Mngt	17,827,843	-	-	-	1,250,000	850,000	500,000	500,000	\$ 3,100,000	\$ 20,927,843		
5	Equipment	-	60,554	60,554	15,393	-	-	-	-	\$ 15,393	\$ 75,947		
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -		
7	Other - Legal	103,050	36,898	36,898	77,118	20,500	20,500	20,500	20,500	\$ 159,118	\$ 299,066		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	-	\$ -	\$ -		
Other Sub-Total:		103,050	36,898	36,898	77,118	20,500	20,500	20,500	20,500	\$ 159,118	\$ 299,066		
Total Allocations		\$ 18,686,690	\$ 97,452	\$ 97,452	\$ 92,511	\$ 1,570,500	\$ 1,020,500	\$ 520,500	\$ 520,500	\$ 3,724,511	\$ 22,508,653		
Source of Funds													
TIRZ Funds		18,686,690	97,452	97,452	92,511	1,570,500	1,020,500	520,500	520,500	\$ 3,724,511	\$ 22,508,653		
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -		
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -		
Other		-	-	-	-	-	-	-	-	\$ -	\$ -		
Bond Proceeds		-	-	-	-	-	-	-	-	\$ -	\$ -		
Total Funds		\$ 18,686,690	\$ 97,452	\$ 97,452	\$ 92,511	\$ 1,570,500	\$ 1,020,500	\$ 520,500	\$ 520,500	\$ 3,724,511	\$ 22,508,653		

*NOTE:

Project: Parks & Open Spaces		City Council District			Key Map:				WBS.:	T-0234		
		Location:		C,D		Geo. Ref.:						
		Served:		C,D		Neighborhood:		62				
Description:	Planning and development of plazas, public squares, and landscaping in public right-of-way.			Operating and Maintenance Costs: (\$ Thousands)								
					2025	2026	2027	2028	2029	Total		
				Personnel	-	-	-	-	-	\$ -		
				Supplies	-	-	-	-	-	\$ -		
				Svcs. & Chgs.	-	-	-	-	-	\$ -		
Justification:	Community open spaces to provide connectivity and mixed uses to key corridors that increase community gathering opportunities and enhance quality of life. The development of these plazas and public squares will complement cultural arts facilities and offer unique identity branding in Midtown.			Capital Outlay	-	-	-	-	-	\$ -		
				Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
				FTEs								
				Fiscal Year Planned Expenses								
				Project Allocation		Projected Expenses thru 6/30/23	2024 Budget	2024 Estimate	2025	2026	2027	2028
Phase												
1	Planning	-	-	-	200,000	200,000	200,000	200,000	\$ 800,000	\$ 800,000		
2	Acquisition	-	-	-	-	-	-	-	\$ -	\$ -		
3	Design	182,570	101,818	101,818	164,771	100,000	100,000	100,000	\$ 564,771	\$ 849,159		
4	Construction & Mngt	3,000	55,994	55,994	73,727	250,000			\$ 323,727	\$ 382,721		
5	Equipment	-	-	-	-	-	-	-	\$ -	\$ -		
6	Close-Out	-	-	-	-	-	-	-	\$ -	\$ -		
7	Other	17,813	-	-	-	5,300	5,300	5,300	\$ 21,200	\$ 39,013		
		-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	\$ -	\$ -		
		-	-	-	-	-	-	-	\$ -	\$ -		
Other Sub-Total:		17,813	-	-	-	5,300	5,300	5,300	\$ 21,200	\$ 39,013		
Total Allocations		\$ 203,383	\$ 157,812	\$ 157,812	\$ 238,498	\$ 555,300	\$ 305,300	\$ 305,300	\$ 305,300	\$ 1,709,698	\$ 2,070,893	
Source of Funds												
TIRZ Funds		203,383	157,812	157,812	238,498	555,300	305,300	305,300	305,300	\$ 1,709,698	\$ 2,070,893	
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -	
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -	
Other		-	-	-	-	-	-	-	-	\$ -	\$ -	
Bond Proceeds		-	-	-	-	-	-	-	-	\$ -	\$ -	
Total Funds		\$ 203,383	\$ 157,812	\$ 157,812	\$ 238,498	\$ 555,300	\$ 305,300	\$ 305,300	\$ 305,300	\$ 1,709,698	\$ 2,070,893	

*NOTE:

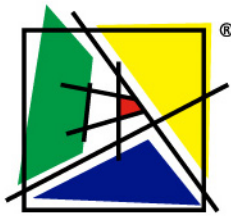
Project: Brazos Street Reconstruction		City Council District		Key Map:				WBS.:	T-0239					
		Location:		C		Geo. Ref.:								
		Served:		C		Neighborhood:					62			
Description:	Roadway, infrastructure, and streetscape enhancements between St. Joseph Parkway and Elgin St. Greenroads project will incorporate Low Impact Development (LID) techniques, green stormwater infrastructure, and environmentally friendly streetscape elements similar to Bagby St. A new bikeway approved as part of the Houston Bike Plan will be included in the project.			Operating and Maintenance Costs: (\$ Thousands)										
					2025	2026	2027	2028	2029	Total				
Justification:	Mobility, infrastructure, and pedestrian improvements to create comfortable and safe corridors that accommodate growing mobility and infrastructure demands. LID techniques will extend useful life of roadway and reduce long-term maintenance needs. Improvements will facilitate additional redevelopment along corridor.			Personnel	-	-	-	-	-	\$	-			
				Supplies	-	-	-	-	-	\$	-			
				Svcs. & Chgs.	-	-	-	-	-	\$	-			
				Capital Outlay	-	-	-	-	-	\$	-			
				Total	\$	-	\$	-	\$	-	\$	-	\$	-
				FTEs									-	
Fiscal Year Planned Expenses														
Project Allocation		Projected Expenses thru 6/30/23	2024 Budget	2024 Estimate	2025	2026	2027	2028	2029	FY25 - FY29 Total	Cumulative Total (To Date)			
Phase														
1	Planning	-	-	-	-	-	-	-	-	\$	-	\$	-	
2	Acquisition	-	-	-	-	-	-	-	-	\$	-	\$	-	
3	Design	802,982	253,399	263,399	39,926	1,000,000	-	-	-	\$	1,039,926	\$	2,106,307	
4	Construction & Mngt	53,613	-	-	-	-	9,000,000	8,000,000	-	\$	17,000,000	\$	17,053,613	
5	Equipment	-	-	-	-	-	-	-	-	\$	-	\$	-	
6	Close-Out	-	-	-	-	-	-	-	-	\$	-	\$	-	
7	Other - Legal	10,300	10,000	-	-	20,100	20,100	15,100	-	\$	55,300	\$	65,600	
		-	-	-	-	-	-	-	-	\$	-	\$	-	
		-	-	-	-	-	-	-	-	\$	-	\$	-	
		-	-	-	-	-	-	-	-	\$	-	\$	-	
		-	-	-	-	-	-	-	-	\$	-	\$	-	
Other Sub-Total:		10,300	10,000	-	-	20,100	20,100	15,100	-	\$	55,300	\$	65,600	
Total Allocations		\$ 866,895	\$ 263,399	\$ 263,399	\$ 39,926	\$ 1,020,100	\$ 9,020,100	\$ 8,015,100	\$ -	\$ 18,095,226	\$ 19,225,520			
Source of Funds														
TIRZ Funds		866,895	263,399	263,399	39,926	1,020,100	7,020,100	5,899,900	-	\$ 13,980,026	\$ 15,110,320			
City of Houston		-	-	-	-	-	-	-	-	\$	-	\$	-	
Grants		-	-	-	-	-	2,000,000	2,115,200	-	\$ 4,115,200	\$ 4,115,200			
Other		-	-	-	-	-	-	-	-	\$	-	\$	-	
Bond Proceeds		-	-	-	-	-	-	-	-	\$	-	\$	-	
Total Funds		\$ 866,895	\$ 263,399	\$ 263,399	\$ 39,926	\$ 1,020,100	\$ 9,020,100	\$ 8,015,100	\$ -	\$ 18,095,226	\$ 19,225,520			

*NOTE:

Project: Real Estate Development			City Council District			Key Map:			WBS.:		T-0240	
			Location: C,D		Geo. Ref.:							
			Served: C,D		Neighborhood:		62					
Description:	Planning activities related to identification of real property suitable for development or redevelopment.			Operating and Maintenance Costs: (\$ Thousands)								
					2025	2026	2027	2028	2029	Total		
				Personnel	-	-	-	-	-	\$ -		
				Supplies	-	-	-	-	-	\$ -		
Justification:	Elimination of blighted properties to facilitate economic development and advance the vision and goals of Midtown Strategic Guide.			Svcs. & Chgs.	-	-	-	-	-	\$ -		
				Capital Outlay	-	-	-	-	-	\$ -		
				Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
				FTEs						-		
				Fiscal Year Planned Expenses								
Project Allocation		Projected Expenses thru 6/30/23	2024 Budget	2024 Estimate	2025	2026	2027	2028	2029	FY25 - FY29 Total	Cumulative Total (To Date)	
Phase												
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -	
2	Acquisition - Block 442	-	-	-	-	-	-	-	-	\$ -	\$ -	
3	Design	-	-	-	-	-	-	-	-	\$ -	\$ -	
4	Construction	-	-	-	-	-	-	-	-	\$ -	\$ -	
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -	
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -	
7	Other	-	-	-	48,587	-	-	-	-	\$ 48,587	\$ 48,587	
		-	-	-	-	-	-	-	-	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	
		-	-	-	-	-	-	-	-	\$ -	\$ -	
Other Sub-Total:		-	-	-	48,587	-	-	-	-	\$ 48,587	\$ 48,587	
Total Allocations		\$ -	\$ -	\$ -	\$ 48,587	\$ -	\$ -	\$ -	\$ -	\$ 48,587	\$ 48,587	
Source of Funds												
TIRZ Funds		-	-	-	48,587	-	-	-	-	\$ 48,587	\$ 48,587	
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -	
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -	
Other Bank Loan		-	-	-	-	-	-	-	-	\$ -	\$ -	
Bond Proceeds		-	-	-	-	-	-	-	-	\$ -	\$ -	
Total Funds		\$ -	\$ -	\$ -	\$ 48,587	\$ -	\$ -	\$ -	\$ -	\$ 48,587	\$ 48,587	

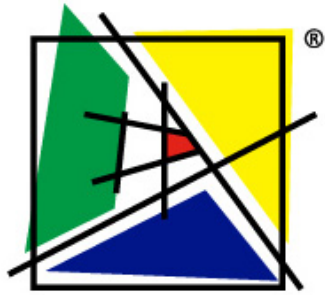
Project: Tuam Street		City Council District			Key Map:			WBS.:	T-0248		
		Location: C,D		Geo. Ref.:							
		Served: C,D		Neighborhood:		62					
Description:	Roadway, infrastructure, and upgraded streetscape amenities along Midtown segment of the City of Houston's 72-inch water line project on Tuam Street between Main St. and Hamilton St.				Operating and Maintenance Costs: (\$ Thousands)						
						2025	2026	2027	2028	2029	Total
					Personnel	-	-	-	-	-	\$ -
					Supplies	-	-	-	-	-	\$ -
Justification:	Mobility, infrastructure and pedestrian improvements to create comfortable and safe corridors that accommodate growing mobility and infrastructure demands.				Svcs. & Chgs.	-	-	-	-	-	\$ -
					Capital Outlay	-	-	-	-	-	\$ -
					Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					FTEs						-
					Fiscal Year Planned Expenses						
Project Allocation		Projected Expenses thru 6/30/23	2024 Budget	2024 Estimate	2025	2026	2027	2028	2029	FY25 - FY29 Total	Cumulative Total (To Date)
Phase											
1	Planning	-	-	-	-	-	-	-	-	\$ -	\$ -
2	Acquisition	-	-	-	-	-	-	-	-	\$ -	\$ -
3	Design	-	-	-	-	-	-	-	-	\$ -	\$ -
4	Construction	-	716,272	736,272	300	-	-	-	-	\$ 300	\$ 736,572
5	Equipment	-	-	-	-	-	-	-	-	\$ -	\$ -
6	Close-Out	-	-	-	-	-	-	-	-	\$ -	\$ -
7	Other	-	20,000	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
		-	-	-	-	-	-	-	-	\$ -	\$ -
Other Sub-Total:		-	20,000	-	-	-	-	-	-	\$ -	\$ -
Total Allocations		\$ -	\$ 736,272	\$ 736,272	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ 300	\$ 736,572
Source of Funds											
TIRZ Funds		-	736,272	736,272	300	-	-	-	-	\$ 300	\$ 736,572
City of Houston		-	-	-	-	-	-	-	-	\$ -	\$ -
Grants		-	-	-	-	-	-	-	-	\$ -	\$ -
Other		-	-	-	-	-	-	-	-	\$ -	\$ -
Bond Proceeds		-	-	-	-	-	-	-	-	\$ -	\$ -
Total Funds		\$ -	\$ 736,272	\$ 736,272	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ 300	\$ 736,572

NOTE:



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**MIDTOWN AFFORDABLE
HOUSING PROGRAM**



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**BOYNTON
HOUSTON CDC**

**MIDTOWN REDEVELOPMENT AUTHORITY
BOARD MEMORANDUM**

To: Matt Thibodeaux, Executive Director
Midtown Redevelopment Authority

From: Affordable Housing Consultant Advisory Group (AHCAG)

Copy: Mary Buzak, Bracewell LLP
Kandi Schramm, Midtown Redevelopment Authority

Date: November 6, 2025

Subject: Request for Approval for Boynton- Houston CDC to Receive an Alternate MRA Land Tract in Exchange for a Previously-Conveyed Land Tract

Pursuant to a previous action of the Midtown Redevelopment Authority (MRA) Board of Directors, thirteen tracts of land have been awarded to Boynton-Houston Community Development Corporation. The Boynton-Houston CDC for-sale homes project is part of the Affordable Home Development Program (AHDP) collaboration between the MRA and the City of Houston.

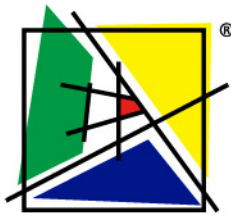
During the permitting process, the City of Houston made Boynton-Houston CDC aware that there is a pipeline on the previously-awarded tract located at 3224 Rosalie Street. Boynton-Houston was not aware of the pipeline prior to entering into the permitting process.

The City of Houston has informed Boynton- Houston CDC that the high cost of removing the pipeline has to be borne by Boynton-Houston CDC. Its removal would delay the start of construction and add to construction costs, both of which would place significant upward pressure on the sales price.

Therefore, Boynton-Houston CDC has asked that consideration be given to providing an alternative 5,000 square foot tract of land located at 2406 Live Oak Street, in the same neighborhood. The sales price of \$237,882 and home size and configuration (3/2/2) would be the same as that approved by the MRA board of directors for the 3224 Rosalie Street land tract.

ACTION FOR CONSIDERATION

The action for consideration is MRA Board of Directors approval of the Boynton-Houston CDC request for a land tract located at 2406 Live Oak Street and subsequent action by MRA legal counsel to prepare new deeds for both the 3224 Rosalie Street land tract and the 2406 Live Oak Street land tract. In addition, MRA legal counsel will prepare an updated deed modification agreement and an updated amendment to the grant agreement between MRA and Boynton-Houston CDC.



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**MIDTOWN CAPITAL
IMPROVEMENTS
PROGRAM**

Capital Improvements Program

Street Overlay and Sidewalk Program

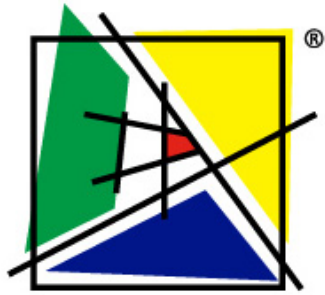
- Projects will include comprehensive mill and asphalt overlay to improve the road surface condition and sidewalks constructed to generally 5 feet width on local streets and 6 feet width on major thoroughfares.
- Project locations based on the City's Pavement Condition Index (PCI) ratings and Midtown Sidewalk Conditions Assessment.
- Isabella and Truxillo Streets - currently in 60% design plan phase.
- Caroline and Cleburne Streets - currently in topographic survey and geotechnical exploration phase.
- Chenevert, Jackson, and Hadley Street - currently in 60% design plan phase.

Urban Redevelopment Plan

- Professional Services Agreement with Arup for Pedestrian Lighting Assessment approved at August Board meeting.
- Thorough analysis of current pedestrian lighting conditions and recommendations for future lighting enhancements to address lighting concerns in pedestrian realm.
- Lighting design will focus on the pedestrian experience of perceived safety at night.
- Initial assessment and planning phases include:
 - o Existing Lighting Assessment and Nighttime Vulnerability Assessment
 - o Preliminary Lighting Masterplanning
 - o Stakeholder Engagement and Final Lighting Masterplanning
 - o Phasing Plan and Estimate of Probable Construction Costs

FIFA World Cup 2026

- FIFA World Cup Sustainability Committee selected Midtown as World Cup Green Corridor project showcase site for sustainability demonstration of innovation and nature-based resilience.
- Midtown partnering with World Cup Sustainability Committee, METRO, Rice, and Trees for Houston on innovation and resiliency installations (temporary and permanent) at demonstration sites in Midtown (Wheeler Transit Station/Ion District, McGowen Station/Midtown Park, HCC/Ensemble Rail Station)
- OJB, Midtown landscape architect consultant, currently working on conceptual design and budget development for demonstration sites



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STREET OVERLAY

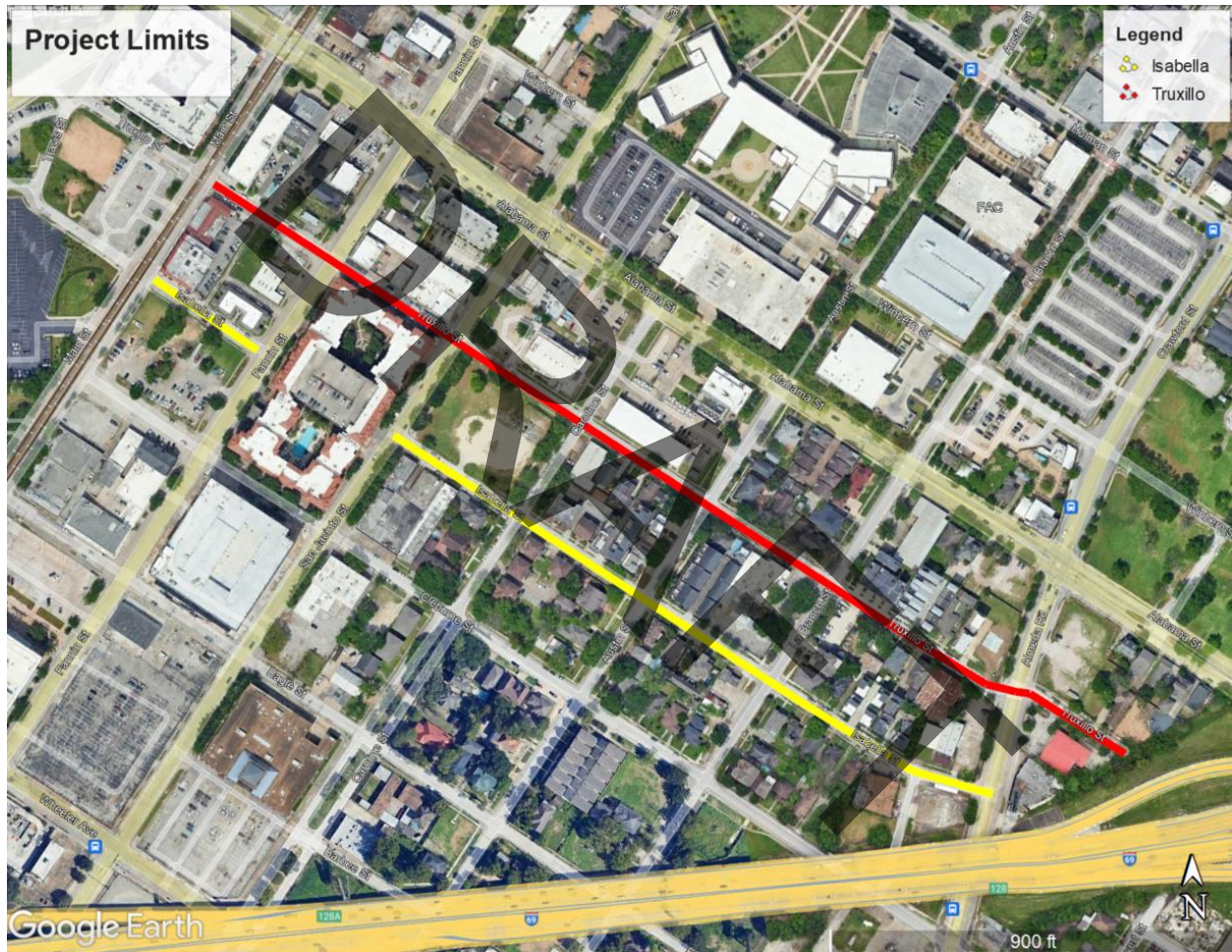


Figure 1: Project Limits - Isabella Street and Truxillo Street

PROJECT MAP

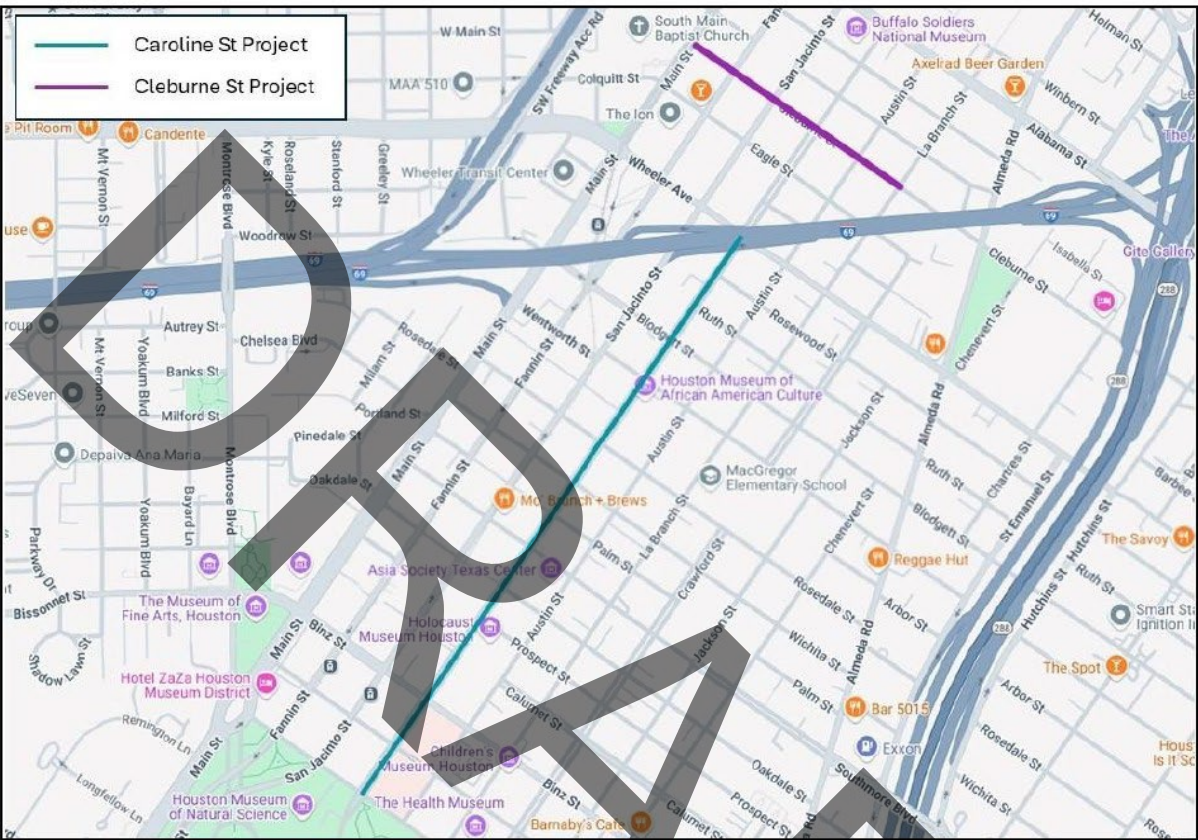


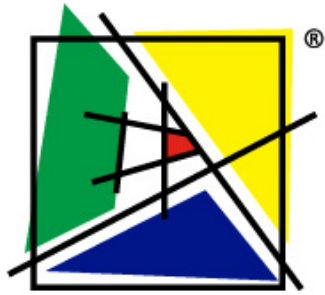
Figure 1: Caroline & Cleburne Street Safety Improvements Project Location

Project Map: Chenevert, Jackson, Hadley mill and overlay and sidewalk improvements

- Chenevert St from Pierce to Elgin St
- Jackson St from Pierce to McGowen St
- Hadley St from Austin to Smith St



Project Limits on Jackson St and Chenevert St (left), and on Hadley St (right).



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**URBAN
REDEVELOPMENT
PLAN**

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “*Agreement*”) is between **MIDTOWN REDEVELOPMENT AUTHORITY**, a Texas not-for-profit local government corporation (“*Midtown*”), and **ARUP US, INC.**, a New York corporation (“*Consultant*”). Midtown and Consultant are sometimes referred to herein collectively as the “*Parties*” or individually as a “*Party*”.

The Parties agree as follows:

ARTICLE 1

SCOPE OF SERVICES

1.1. Consultant agrees to perform engineering, design, project management, program management, technical, consulting and such other services (the “*Services*”) as are requested from time to time by Midtown, which Services shall be set forth more particularly in work orders, the form of which is attached hereto as Attachment B (“*Work Orders*”), issued in writing from time to time by Midtown and accepted by Consultant. Services may include design of specific projects, performing detailed site surveys, conducting constructability studies, preparing cost estimates, and determination of a contractor’s general compliance with plans, specifications, design, and planning concepts.

1.2. Work Orders shall contain the schedule, price and payment terms applicable to the Services within the scope of such Work Orders. Work Orders will refer to and be governed by and subject to the terms, conditions and other provisions of this Agreement. Each Work Order will become effective and incorporated herein when a copy thereof is signed and issued by the executive director of Midtown or his duly authorized representative (the “*Executive Director*”), signed by Consultant, returned to Midtown, and approved by Midtown’s board of directors (the “*Board of Directors*”) (if such approval is required). Services covered by any Work Order (and related plans and specifications, if any) are not modified unless such modification has been agreed to in writing by Midtown and Consultant as set forth herein.

1.3. Terms, conditions or other provisions contained in any Work Order that conflict with any terms, conditions or other provisions of this Agreement will have no effect and will be deemed stricken and severed from such Work Orders, and the balance of such Work Orders will remain in full force and effect.

1.4. Nothing herein obligates Midtown to issue, or Consultant to accept, any Work Orders. Further, the Parties agree that nothing in this Agreement prohibits the Parties from entering into separate or supplemental agreements in addition to this Agreement for services or work (e.g., services or work may involve tasks, risks and responsibilities which the Parties may decide should be governed by an agreement other than or different from this Agreement).

ARTICLE 2

TERM OF AGREEMENT

2.1. This Agreement shall be effective for a term of one (1) year from the date of the last signature set forth below and shall be automatically renewed without action by either Party for subsequent terms of one (1) year unless terminated earlier in writing in accordance with Article 13.

2.2. Notwithstanding any termination of this Agreement pursuant to Section 2.1, this Agreement shall remain in effect for Work Orders issued and accepted during the term of this Agreement until such time as the Services under the Work Orders have been completed; provided however, that, pursuant to Article 13, either Party shall have the right to terminate any Work Order for cause and Midtown shall have the right to terminate any Work Order for convenience.

ARTICLE 3

COMPENSATION AND PAYMENT

3.1. Midtown agrees to pay Consultant, and Consultant agrees to accept, as full and complete compensation for Services properly performed by Consultant hereunder, the rates and charges agreed upon for a specific Work Order. Attachment A shall be used to negotiate the price of each Work Order issued hereunder.

3.2. On or as soon as practicable after the first day of each calendar month, Consultant shall submit an invoice to Midtown, together with appropriate releases and lien waivers in forms acceptable to Midtown, covering all Services performed by Consultant during the preceding calendar month. Consultant shall separately itemize on each invoice: (i) each Work Order for which payment is sought, (ii) the amount of payment requested for each such Work Order, (iii) brief descriptions of Services performed during the prior month for each such Work Order, and (iv) the total payment requested by such invoice. Midtown shall pay the amount it agrees to be due within thirty (30) days after receipt of such invoice or within fifteen (15) days after the monthly meeting of the Board of Directors where such amount is approved, whichever is later.

3.3. Midtown may withhold and/or offset all or any part of payment requested in any invoice to protect Midtown from loss or expected loss because of:

(a) Services that are defective or not in compliance with this Agreement or the applicable Work Order or any failure of Consultant to perform Services in accordance with the provisions of this Agreement or the applicable Work Order;

(b) third party suits, stop notices, claims or liens for which Consultant, or its contractors, subcontractors, subconsultants or third parties under its direction and control, is responsible pursuant to this Agreement, including pursuant to any indemnification obligation hereunder, asserted or filed against any Indemnatee (as defined below) or any Indemnatee's property or any portion thereof;

(c) uninsured damage to any Indemnitee which results from Consultant's failure to obtain or maintain the insurance required by this Agreement or from any action or inaction by Consultant or any of its contractors, subcontractors, subconsultants or third parties under its direction or control which excuses any insurer from liability for any loss or claim which would, but for such action or inaction, be covered by insurance;

(d) any failure of Consultant to pay any of its contractors, subcontractors, subconsultants or third parties under its direction and control;

(e) failure of Consultant to submit proper invoices with all required attachments and supporting documentation;

(f) evidence that the Services cannot be completed for the unpaid balance of the fee due Consultant under the applicable Work Order;

(g) evidence that the Services will not be completed within the time set forth in the applicable Work Order or a schedule agreed upon for such Services, and that the unpaid balance would not be adequate to cover damages for the anticipated delay; or

(h) any other failure of Consultant to comply with this Agreement.

3.4. Consultant agrees to pay in full as soon as reasonably practicable, but in no event later than thirty (30) days following payment from Midtown for a specific Work Order, all contractors, subcontractors, subconsultants or third parties under its direction and control in connection with Services that are owed payment by Consultant out of such payment made to Consultant by Midtown.

3.5. If Midtown is entitled to reimbursement or payment from Consultant under or pursuant to this Agreement, such payment shall be made promptly upon demand by Midtown. Notwithstanding anything contained in this Agreement to the contrary, if Consultant fails to promptly make any payment due Midtown, or Midtown incurs any costs and expenses to cure any default of Consultant or to correct defective Services, or Consultant owes Midtown money for any other reason, Midtown, without waiver or limitation of any of its other rights or remedies under this Agreement and applicable law, shall have the right but not the obligation from time to time to deduct and/or offset from any amounts due or owing by Midtown to Consultant any and all amounts owed by Consultant to Midtown.

3.6. Consultant shall pay promptly all indebtedness for labor, materials and equipment used in performance of the Services under a Work Order. Consultant shall make, pay and discharge all valid taxes, lienable claims, charges, payments to all vendors, suppliers, workers, materialmen and subcontractors and take all other action necessary to keep Midtown's property and the Services free of liens. If a lien attaches to Midtown's property or the Services, Consultant shall promptly procure Midtown's release and indemnify Midtown against all damage and expense incident thereto, and Midtown may make any payment necessary to discharge the lien, and it may offset the amount of the payment, including, but not limited to, court costs, expenses, and reasonable attorneys' fees that it incurs because of the lien or its discharge, against any payment owing or to be owed to Consultant. Consultant shall furnish, on request by Midtown, receipts and

releases with respect to Services that show that all costs and expenses of the Services have been paid, and that no claims, liens, or rights to liens exist against Midtown or its property.

ARTICLE 4

ACCESS TO SITES; PERMITS; AVAILABILITY OF FUNDING

4.1. Consultant shall have access to all sites to the extent necessary for the performance of Services under this Agreement.

4.2. Unless otherwise specified in the applicable Work Order(s), Consultant will assist Midtown in securing all necessary approvals, permits, licenses, easements and consents necessary for the performance of Services.

4.3. Consultant understands that appropriations for Services pursuant to Work Orders under this Agreement will sometimes be made in stages by Midtown. Consultant also understands that such Services will be performed and expenses incurred by Consultant and payments will be made to Consultant under the direction of and subject to the approval of the Executive Director and/or the Board of Directors.

ARTICLE 5

STANDARD OF CARE; COORDINATION OF SERVICES; SAFETY; COST ESTIMATES; FURNISHING OF INFORMATION TO PUBLIC WORKS DIRECTOR; REVIEW AND APPROVAL BY CITY OF HOUSTON

5.1. Consultant shall supervise and direct the Services and those of its contractors, subcontractors, subconsultants or third parties under its direction and control using its professional skill and attention in an expeditious and economical and efficient manner consistent with furthering the interests of Midtown, and shall exercise the degree of care, skill, and diligence in the performance of the Services that are free from defects and in accordance with and consistent with the industry standards for professionals regularly engaged in the performance of services of a similar nature to the Services (Consultant's "*Standard of Care*").

5.2. Consistent with its Standard of Care, Consultant will keep Midtown apprised of the status of Services, will coordinate its activities with Midtown, and accommodate other activities of Midtown at the sites to which the Services relate.

5.3. Consultant confirms and agrees that Midtown has and shall retain all rights, title, and interest in and to any information, drawings, maps, field notes, statistics, computation, or other data provided by or on behalf of Midtown, including, without limitation, any patent, trademark, copyright or other intellectual property rights, and that by use of any thereof, Consultant shall not acquire any right, title, or interest in any thereof, including, without limitation, any patent, trademark, copyright or other intellectual property rights. Consultant shall promptly report to Midtown any error, inconsistency or omission of which Consultant becomes aware in any contractor's work, in any of Consultant's documents provided to Midtown, contractor or others in connection with the Services, or in any information or documents provided to Consultant by or on behalf of Midtown. Midtown makes no representation or warranty that any services, information,

surveys and reports provided by or on behalf of Midtown under this Agreement (“**Midtown Information**”) are accurate, complete, correct, fit for their intended purpose, or can be used without infringing any patent, copyright, trademark, or other intellectual property rights of third parties under the intellectual property rights of the world. Nevertheless, Consultant shall be entitled to rely upon such Midtown Information without the need to independently confirm its accuracy, completeness, correctness, fitness for a particular purpose or likelihood of infringement; provided, however, that Consultant may not rely upon such Midtown Information if: (i) Consultant has been informed by Midtown (a) of inaccuracies, errors, omissions or other deficiencies in such Midtown Information, or (b) otherwise not to rely upon such Midtown Information, in whole or in part; or (ii) Consultant becomes aware of any inaccuracy, error, omission or other deficiency in the Midtown Information, or (iii) Consultant otherwise, in accordance with the Standard of Care, should not rely upon such Midtown Information. Consultant immediately shall inform Midtown in writing of any Midtown Information which Consultant considers unreliable. In the event Consultant is prevented from relying upon any particular item of Midtown Information but has need to rely upon such Midtown Information for performance of its Services in accordance with this Agreement, Consultant shall inform Midtown in writing of the problem with the particular item of the Midtown Information and Consultant’s need for reliable replacement information. The parties shall then determine how best to obtain such information in a reliable form.

5.4. Consultant shall be responsible for its own activities at sites including the safety of its employees, and that of its contractors, subcontractors, subconsultants or third parties under its direction and control but shall not assume control of or responsibility for the overall site safety. Construction contractors of Midtown, other than Consultant, have sole responsibility for providing materials, means, and methods of construction, for controlling their individual work areas and safety of said areas for all parties, and for taking appropriate steps to ensure the quality of their work and the safety of their employees and of others in connection with their performance of work or services provided under contracts with Midtown. The foregoing does not, however, relieve Consultant of its obligation to comply with the Standard of Care and otherwise properly perform its obligations under this Agreement and the Work Orders.

5.5. During performance of the Services, Consultant shall not, directly or indirectly, become involved in any relationship that presents a conflict of interest based upon information available to Consultant, or upon discovery thereof, allow such a conflict to continue. If Consultant believes that there is a possibility of a conflict of interest, prior to performance of Services, or at such time that Consultant discovers the potential for which there is a possibility of a conflict of interest, Consultant shall provide to Midtown any additional disclosures regarding the potential conflict. Consultant shall promptly provide to Midtown any facts or additional information regarding any possible conflict as Midtown may reasonably request, including that requested pursuant to Section 5.6 herein.

5.6. With respect to providing Services hereunder, Consultant shall (a) promptly disclose to Midtown any facts which might involve any reasonable possibility of a conflict of interest during the term of this Agreement; (b) complete any forms required by state law, including forms in accordance with Chapters 171 and 176, Texas Local Government Code; (c) ensure that each of Consultant’s contractors, subcontractors and subconsultants completes the required forms provided pursuant to clause (b) of this section, and provides a copy of the required forms to Midtown before such contractor, subcontractor or subconsultant performs any Services; (d)

comply with the “Good Faith Efforts” requirement defined and described in Midtown’s Minority and Women-owned Business Enterprises (“*M/WBE*”) policy, as set forth in Section 14.4; and (e) for projects funded in whole or in part by federal funds, comply with all federal requirements regarding Services performed for such projects, including those set forth in Attachment C.

5.7. If requested by Midtown, Consultant shall furnish to the director of Houston Public Works (the “*Public Works Director*”) copies of estimates and progress reports related to construction and necessary for the performance of Services as such estimates and reports are prepared and become available.

5.8. Consultant acknowledges and agrees that projects of Midtown may be subject to review and approval by the City of Houston. Accordingly, as and when requested by Midtown, Consultant shall submit information and cooperate with the City of Houston to the extent necessary to undergo such review or obtain such approval as part of the Services.

ARTICLE 6

AUDIT RIGHTS

Consultant and its contractors, subcontractors and subconsultants shall maintain records and books in accordance with generally accepted accounting principles and practices. For Services provided by Consultant under cost reimbursable, time and material or unit price Work Orders, during the period of this Agreement and for five (5) years thereafter, Consultant and its contractors, subcontractors and subconsultants shall maintain records of direct costs for which Midtown is charged. Midtown shall at all reasonable times have access to such records for the purpose of inspecting, auditing, verifying, or copying the same, or making extracts therefrom.

ARTICLE 7

OWNERSHIP OF INSTRUMENTS OF SERVICE AND TECHNOLOGY

7.1. All drawings, specifications, other documents prepared or furnished by the Consultant or its contractors, subcontractors, subconsultants or third parties under its direction and control pursuant to this Agreement, including those in electronic form, and copies thereof furnished by any of them and the architectural works (as defined by 17 U.S.C. 101) embodied thereby, are and shall remain Midtown’s property upon creation (collectively, “*Instruments of Service*”) provided, however, that Instruments of Service do not include pre-existing proprietary information of Consultant or its contractors, subcontractors, subconsultants or third parties under its direction and control (“*Consultant Proprietary Information*”). Consultant agrees to and does hereby assign, grant, transfer and convey to Midtown, its successors and assigns, Consultant’s entire right, title, interest and ownership in and to such Instruments of Service, including the right to secure copyright registration. Consultant confirms that Midtown and its successors and assigns shall own Consultant’s right, title and interest in and to, including the right to use, reproduce, distribute (whether by sale, rental, lease or lending, or by other transfer of ownership), to perform publicly, and to display, all such Instruments of Service, whether or not such Instruments of Service constitute a “work made for hire” as defined in 17 U.S.C. Section 201(b). In addition, the Consultant hereby grants Midtown a fully paid-up, royalty free, perpetual, assignable, non-

exclusive license to use, copy, modify, create derivative works from and distribute to third parties Consultant Proprietary Information in connection with Midtown's exercise of its rights in the Instruments of Service, operation, maintenance, repair, renovation, expansion, replacement and modification of projects of Midtown or otherwise in connection with property or projects in which Midtown has an interest (whether by Midtown or a third party). Notwithstanding anything in this Agreement to the contrary, if (a) Midtown uses the Instruments of Service for a project other than the project for which the Instruments of Service were prepared or furnished and without Consultant's involvement, and (b) Consultant has not consented to such use, then Midtown agrees to release Consultant and its contractors, subcontractors, subconsultants and third parties under its direction and control for any liability arising from such use; provided, however, that the foregoing release shall not apply in the event such lack of involvement is due to termination of Consultant for cause. Consultant shall obtain assignments, confirmations and licenses substantially similar to the provisions of this paragraph from all of its contractors, subcontractors, subconsultants and third parties under its direction and control. Instruments of Service are to be used by Consultant only with respect to the project in connection with which such Instruments of Service were created and are not to be used on any other project without Midtown's prior written consent. For the avoidance of doubt, Consultant and its contractors, subcontractors, subconsultants or third parties under its direction and control are not prohibited from using public standards or details on any other project. Consultant and its contractors, subcontractors, subconsultants or third parties under its direction and control are granted a limited, nonexclusive, non-transferable, revocable license during the term of their respective agreements under which each is obligated to perform Services to use and reproduce applicable portions of the Instruments of Service appropriate to and for use in the execution of Services. Submission or distribution to comply with official regulatory requirements or for other purposes in connection with Services is not to be construed as publication in derogation of Midtown's copyright or other reserved rights. Consultant shall deliver all copies of the Instruments of Service to Midtown upon the earliest to occur of Midtown's request, completion of Services in connection with which Instruments of Service were created, or termination of this Agreement, except that Consultant may keep one (1) record copy of all Instruments of Service for its files.

7.2. Consultant agrees that all information provided by Midtown in connection with Services ("**Confidential Information**") shall be considered and kept confidential, and shall not be reproduced, transmitted, used or disclosed by Consultant without the prior written consent of Midtown, except as may be necessary for Consultant to fulfill its obligations hereunder; provided, however, that such obligation to keep confidential such Confidential Information shall not apply to any information, or portion thereof, that:

- (i) was at the time of receipt by Consultant otherwise known by Consultant by proper means;
- (ii) has been published or is otherwise within the public domain, or is generally known to the public at the time of its disclosure to Consultant;
- (iii) subsequently is developed independently by Consultant by proper means, by a person having nothing to do with the performance of this Agreement and who did not learn about any such information as a result of Consultant being a Party to this Agreement;

(iv) becomes known or available to Consultant from a source other than Midtown that acquired it through proper means, which source is not under an obligation of confidentiality to Midtown, and without breach of this Agreement by Consultant or any other impropriety of Consultant;

(v) enters the public domain without breach of this Agreement by or other impropriety of Consultant;

(vi) becomes available to Consultant by inspection or analysis of products available in the market;

(vii) is disclosed with the prior written approval of Midtown;

(viii) was exchanged between Midtown and Consultant and ten years have subsequently elapsed since such exchange; or

(ix) is required to be disclosed pursuant to applicable law; provided that Consultant promptly notifies Midtown in writing of any proposed disclosure of Confidential Information pursuant to this subsection sufficiently in advance of such proposed disclosure such that Midtown may seek an appropriate protective order (and Consultant shall reasonably cooperate, at Midtown's expense, with any such effort) or waive any applicable confidentiality requirements hereunder.

7.3. Consultant shall not be liable for the inadvertent or accidental disclosure of Confidential Information, if such disclosure occurs despite the exercise of at least the same degree of care as Consultant normally takes to preserve and safeguard its own proprietary or confidential information, but in no event less than a commercially reasonable degree of care.

7.4. Consultant will advise Midtown of any patents, trademarks, copyrights or proprietary rights and any royalties, licenses, or other charges which Consultant knows or should know in the exercise of its Standard of Care that impacts any design provided by Consultant in connection with any Services, and obtain Midtown's prior written approval before proceeding with such Services. Consultant shall not perform patent searches or evaluation of claims, but will assist Midtown in this regard if requested, on the basis set forth herein. There will be no charge for Consultant's existing patents.

ARTICLE 8

INDEPENDENT CONTRACTOR RELATIONSHIP

In the performance of Services hereunder, Consultant shall be an independent contractor with the authority to control and direct the performance of the details of Services and its own means and methods, subject to compliance with this Agreement. Consultant shall not be considered a partner, joint venture, affiliate, agent or employee of Midtown and shall in no way have any authority to bind Midtown to any obligation. As an independent contractor, as between Consultant and Midtown, Consultant assumes full responsibility for the safety of all persons performing and property associated with Consultant's performance of the Services, and shall

supervise and control Consultant's agents, employees, contractors, subcontractors, subconsultants and any third parties under its direction and control.

ARTICLE 9

CORRECTION OF SERVICES

If Consultant fails to comply with the Standard of Care, in addition to such other rights and remedies as Midtown may have under this Agreement, at law or in equity, Consultant shall, without additional compensation, be responsible for the damages suffered or incurred by Midtown due to such failure by Consultant, and the costs, fees and expenses of correcting its Services, including but not limited to, when applicable:

- (a) The cost of correcting and replacing any affected design documents, including reproducible drawings;
- (b) The replacement cost of the contractor's work which is installed pursuant to and in accordance with documents for which Consultant is responsible under this Agreement or applicable Work Order containing errors or omissions in contravention of the Standard of Care; and
- (c) The additional costs of consultants to Midtown, if any, arising out of such defective Services.

In the event that Consultant is either not capable of performing the corrections or not capable of performing such corrections in time to meet Midtown's requirements, Midtown may have the Services performed and any defective Services corrected by a third party and Consultant shall reimburse Midtown for the fees, costs and expenses of such performance or correction or Midtown may offset such amount in accordance with this Agreement or otherwise in accordance with applicable law.

ARTICLE 10

INDEMNIFICATION BY CONSULTANT

TO THE MAXIMUM EXTENT ALLOWED BY LAW, CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS MIDTOWN AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, AND THE CITY OF HOUSTON AND ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "**INDEMNITEES**"), FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, INJURIES, DAMAGES, DEMANDS, SUITS, CAUSES OF ACTION, SETTLEMENTS, LIABILITIES, COSTS, PENALTIES, FINES, FEES, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE AND NECESSARY COURT COSTS, EXPERTS' FEES AND ATTORNEYS' FEES) (COLLECTIVELY, "**LOSSES**"), WHETHER ARISING IN EQUITY, AT COMMON LAW, OR BY STATUTE, INCLUDING THE TEXAS DECEPTIVE TRADE PRACTICES ACT (AS AMENDED) OR SIMILAR STATUTE OF OTHER JURISDICTIONS, OR UNDER THE LAW OF CONTRACTS, TORTS (INCLUDING NEGLIGENCE AND STRICT LIABILITY WITHOUT REGARD TO FAULT) OR PROPERTY, ARISING IN FAVOR OF OR BROUGHT

BY ANY OF CONSULTANT'S EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUBCONSULTANTS, OR REPRESENTATIVES, OR BY ANY GOVERNMENTAL AGENCY OR BY ANY OTHER THIRD PARTY WHICH ARE:

- A. DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT IN THE PERFORMANCE OF THIS AGREEMENT, BY CONSULTANT, ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUBCONSULTANTS, OR REPRESENTATIVES, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES DIRECTION AND/OR CONTROL;
- B. TO THE EXTENT CAUSED BY OR RESULTING FROM ANY ACT OR OMISSION IN VIOLATION OF CONSULTANT'S STANDARD OF CARE (WHETHER INTENTIONAL, NEGLIGENT OR OTHERWISE), BY CONSULTANT, ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUBCONSULTANTS, OR REPRESENTATIVES, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES DIRECTION AND/OR CONTROL;
- C. CAUSED BY OR RESULTING FROM ANY CLAIM ASSERTING INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INFORMATION FURNISHED BY OR THROUGH CONSULTANT, ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUBCONSULTANTS, OR REPRESENTATIVES, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES DIRECTION AND/OR CONTROL;
- D. DUE TO THE FAILURE OF CONSULTANT, ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUBCONSULTANTS, OR REPRESENTATIVES, OR ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES DIRECTION AND/OR CONTROL TO PAY ITS CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, OR SUBCONSULTANTS AMOUNTS DUE FOR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT; OR
- E. OTHERWISE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, INCLUDING SUCH LOSSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT SUCH LOSSES ARE CAUSED BY, ARISE FROM OR RESULT FROM ANY ACTS OR OMISSIONS OF CONSULTANT (WHETHER INTENTIONAL, NEGLIGENT OR OTHERWISE), ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUBCONSULTANTS, OR REPRESENTATIVES, OR

ANY OTHER ENTITY OVER WHICH CONSULTANT EXERCISES
DIRECTION AND/OR CONTROL.

The indemnification obligations of Consultant under this Article 10 shall not be construed to negate, abridge, or reduce other rights or obligation of indemnity which would otherwise exist as to a party or person described in this Article 10. The presence or absence of any insurance relating to or otherwise affecting this Agreement, the Services, the Instruments of Service, or the Consultant's actions or inactions shall not be construed as a limitation upon the duties and obligations of the Consultant as provided in this Article 10.

ARTICLE 11

LIMITATION OF LIABILITY

11.1. Except for Consultant's obligations pursuant to Article 10, neither Party hereto, nor its affiliates, its contractors, subcontractors, subconsultants, or vendors of any tier, shall be liable to the other Party or its affiliates for any loss of profit, loss of revenue, loss of use or for any other indirect, consequential or special damages, WHETHER ARISING OUT OF OR BASED UPON THE OTHER'S BREACH OF CONTRACT OR OTHERWISE UNDER THE LAW OF CONTRACTS, TORTS (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF EVERY KIND AND STRICT LIABILITY, WITHOUT REGARD TO FAULT), OR THE LAW OF PROPERTY, OR AT COMMON LAW OR IN EQUITY, VIOLATION OF STATUTE, OR OTHERWISE, provided that this waiver shall not apply to:

- (i) the other's gross negligence, willful or intentional misconduct, or fraud or misrepresentation;
- (ii) damages specifically contemplated in this Agreement; or
- (iii) damages recoverable from any insurance procured by the other.

11.2. For purposes of this Article, an "**affiliate**" of a Party includes any parent, subsidiary or affiliated corporation, partnership or other legal entity, and its and their officers, agents, employees and insurers.

ARTICLE 12

INSURANCE

Consultant shall, at all times during the performance of Services pursuant to Work Orders issued under this Agreement and through the expiration of the last correction period set forth in Article 9, provide insurance coverage, with companies lawfully authorized to do business in Texas, in at least the amounts and types described in Attachment D. Consultant shall require its contractors, subcontractors and subconsultants of any tier to maintain similar insurance during this period. Such insurance is to be provided at the sole cost of Consultant and all contractors, subcontractors and subconsultants of any tier. In the event any requirement of Attachment D or this Article 12 is less stringent upon Consultant or its contractors, subcontractors and subconsultants of any tier than those which are required pursuant to any agreement between the

City of Houston and Midtown, upon notification by Midtown to Consultant of such requirement, then Consultant agrees to comply and to cause its contractors, subcontractors and subconsultants of any tier to comply with and cause compliance with any more stringent requirements set forth therein.

ARTICLE 13

CHANGES; TERMINATION FOR CONVENIENCE; TERMINATION FOR CAUSE; UNFORESEEN SITE CONDITIONS

13.1. Midtown may, at any time and from time to time, make written changes to Work Orders in the form of modifications, supplements, additions, or omissions. In the event Consultant believes that such modifications, supplements, additions, or omissions will entitle Consultant to an adjustment in time or compensation for performance, Consultant shall notify Midtown in writing before commencing such modifications, supplements, additions, or omissions. Such notification shall include a statement of the proposed schedule and cost adjustment for such modifications, supplements, additions, or omissions. In the event that Midtown agrees, in its sole discretion, that Consultant is entitled to an adjustment, Midtown shall issue a written change order setting forth the agreed upon equitable adjustment to the Work Order to reflect the change in compensation and schedule, which change order shall be effective upon execution by Consultant. If Consultant commences such modifications, supplements, additions, or omissions without first notifying Midtown as required herein and obtaining such change order and Midtown does not subsequently agree to an adjustment for such modifications, supplements, additions, or omissions in writing, Consultant does so at its own risk and Midtown shall not be required to pay or otherwise be liable for any costs or expenses associated with such modifications, supplements, additions, or omissions and Consultant will not be entitled to any compensation or schedule adjustment. Furthermore, if any such modifications, supplements, additions, or omissions are required due to Consultant's errors, omissions, failure to comply with this Agreement or Work Order or other fault, Consultant shall provide such modifications, supplements, additions, or omissions at its own cost and expense and without any adjustment to the schedule.

13.2. Midtown may for convenience terminate this Agreement, any Work Order issued under this Agreement, or Consultant's right to perform Services under this Agreement or any Work Order, in whole or in part, at any time by giving thirty (30) days' written notice of such termination. Upon receipt of such notice Consultant shall:

- (i) stop work on the date and to the extent specified in such notice, and
- (ii) take such further action regarding termination of the Services as Midtown may reasonably direct.

In the event of such termination, Midtown shall have the right but not the obligation to assume all obligations, commitments, and claims that Consultant may have in good faith undertaken or incurred in connection with the Services terminated, and Midtown shall pay Consultant for Services properly performed to date of termination and for reasonable costs of closing out such Services. Upon termination, Consultant may invoice Midtown for all Services performed by Consultant prior to the time of termination which have not previously been compensated. Payment

of this final invoice is subject to the agreement of Midtown and is due and payable within thirty (30) days after receipt by Midtown or within fifteen (15) days after the monthly meeting of the Board of Directors where such amount is approved, whichever is later.

13.3. This Agreement or any Work Order may be suspended by Midtown, in whole or in part, upon notice to Consultant, specifying which portion of the Services are to be suspended and the effective date of such suspension. Consultant shall continue to diligently perform any remaining Services that are not suspended. Upon resumption of the Services, Consultant may seek a change order pursuant to Section 13.1 to equitably adjust Consultant's compensation and time for performance as a result of such a suspension; provided, however, that no adjustment shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Consultant is responsible or otherwise for a delay not caused by Midtown; or (ii) that an equitable adjustment is made or denied under another provision of this Agreement or applicable Work Order. Moreover, adjustments made in the cost of and time for performance shall be limited to the increase or decrease in the cost and time of performance directly attributable to such suspension and subject to the approval of Midtown.

13.4. This Agreement or any Work Order may be terminated by either Party in the event that the other Party fails to perform in accordance with this Agreement or such Work Order and the breaching Party does not cure such failure within ten (10) days after receipt of written notice describing such failure. In the event that Midtown terminates this Agreement or any Work Order for cause, no compensation for such Work Order will be due Consultant until final completion of the then ongoing Services and payment of any such compensation will be subject to Midtown's right to offset all damages and costs associated with finally completing such Services.

13.5. The payments due Consultant for termination and suspension as set forth in this Article 13 shall be Midtown's only obligation and liability to Consultant by reason of such termination or suspension. Consultant shall not be entitled to any additional amounts for anticipated profits or unperformed Services. All amounts payable shall be subject to Midtown's rights to offset and audit.

ARTICLE 14

ASSIGNMENT AND SUBCONTRACTING

14.1. Consultant shall not assign or transfer (by operation of law or otherwise) any right or interest in this Agreement or any Work Order without Midtown's prior written consent. For purposes of this Article 14, a merger is considered a transfer. Any purported assignment by the Consultant in violation of this provision shall be void. Midtown may assign its rights and obligations under and interest in this Agreement, in whole or in part, without the consent of the Consultant.

14.2. The Parties respectively bind themselves, their partners, successors, permitted assigns and legal representatives to the other Party hereto and to partners, successors, permitted assigns and legal representatives of such other Party in respect of all covenants, agreements and obligations contained herein.

14.3. Consultant shall not utilize any contractor, subcontractor or subconsultant without prior written approval by Midtown. The qualifications of Consultant's contractors, subcontractors and subconsultants shall be subject to Midtown's review and approval. All agreements between the Consultant and its contractors, subcontractors and subconsultants shall be subject to the requirements of (and such agreements shall expressly so state) this Agreement and applicable Work Orders. Consultant shall be fully responsible for the timely and proper performance of Services by its contractors, subcontractors and subconsultants to the same extent as if all such Services were performed by the Consultant's personnel. All costs of Services performed by such contractors, subcontractors and subconsultants are included in the compensation due Consultant for such Services and shall be paid by the Consultant. Midtown shall have no responsibility for payment of the Consultant's contractors, subcontractors and subconsultants.

14.4. It is Midtown's policy to ensure that M/WBEs have full opportunity to compete for and participate in Midtown contracts. Consultant will be required to comply with the City of Houston's M/WBE Program as set forth in Chapter 15, Article V of the City of Houston Code of Ordinances. Consultant will be required to make good faith efforts to award subcontracts and supply agreements in at least 30% of the value of each applicable Work Order (as provided herein) to certified M/WBEs. Consultant acknowledges that it has reviewed the requirements for good faith efforts on file with the City of Houston's Office of Business Opportunity ("**OBO**"), available at <http://www.houstontx.gov/obo/docsandforms/goodfaithefforts.pdf>, and will comply with these requirements. Midtown's M/WBE program is a goal-oriented program, requiring contractors who receive contracts from Midtown to use good faith efforts to utilize certified M/WBE businesses. For purposes of this Agreement, the program applies to all Work Orders over \$50,000, except Work Orders funded in whole or in part by federal funds, unless otherwise prohibited by applicable law or expressly exempted by Midtown. To participate, a business must be certified as an M/WBE by an agency or organization whose certification is recognized by Midtown. Midtown recognizes certification by the following governmental and private agencies: the City of Houston's OBO, the Houston Minority Supplier Development Council, or the Women Business Enterprise Alliance. Midtown has the right to revoke acceptance of a business as a certified business and to conduct certification reviews.

ARTICLE 15

CONSULTANT REPRESENTATIVE/CONSULTANT TEAM

15.1. Consultant shall designate an individual to serve as its representative and provide Midtown with written notice of such individual prior to performing any Services. Any consent, approval, decision or determination hereunder by such representative shall be binding on Consultant. Consultant shall have the right, from time to time, to change such representative to another equally or better qualified individual, but only with Midtown's prior written consent, by giving Midtown written notice of Consultant's intent to do so.

15.2. Consultant is obligated to employ the personnel, contractors, subcontractors and subconsultants for performance of the Services as originally proposed. Requests for replacements of the original personnel, contractors, subcontractors or subconsultants shall be submitted in writing to Midtown. Changes must be approved in writing by Midtown, who shall carefully

consider the qualifications and status of the proposed replacement personnel, contractors, subcontractors or subconsultants.

ARTICLE 16

SEVERABILITY AND REFORMATION

The invalidity, illegality, or unenforceability of any provision of this Agreement or any Work Order, or the occurrence of any event rendering any portion or provision of this Agreement or any Work Order void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or Work Orders. If any provision of this Agreement or any Work Order or any portion of this Agreement or any Work Order is deemed unenforceable or void, then such provision or portion thereof shall be deemed severed from this Agreement or such Work Order and the balance of this Agreement or Work Order shall remain in full force and effect. The parties further agree that this Agreement and any Work Order shall be construed to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement or Work Order from being void should a provision which is the essence of this Agreement or applicable Work Order be determined to be invalid, illegal, unenforceable or void.

ARTICLE 17

CONSTRUCTION

If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Terms defined in the singular have the corresponding meanings in the plural, and vice versa. Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The terms “include,” “includes” or “including” shall mean “including without limitation.” The words “hereof,” “hereto,” “hereby,” “herein,” “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular section or article in which such words appear. The headings in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

ARTICLE 18

ENTIRE AGREEMENT

This Agreement and Work Orders issued under it contain the full and complete understanding of the Parties pertaining their subject matter and supersede any and all prior and contemporaneous representations, negotiations, statements, agreements or understandings between the parties, whether written or oral. Neither party has relied on any such representations, negotiations, statements, agreements or understandings. This Agreement and Work Orders may be modified only in writing, signed by both Parties.

ARTICLE 19

NO THIRD PARTY BENEFICIARY

There are no third party beneficiaries of this Agreement and no third party may rely upon any obligation herein or upon the findings of any report produced hereby. Further, this Agreement does not create or confer any legal claim or cause of action in favor of any party not a signatory to this Agreement and the obligations and legal duties imposed on any party by this Agreement are owed exclusively to the other party or parties and are not owed to any party not a signatory to this Agreement.

ARTICLE 20

GOVERNING LAW

This Agreement and Work Orders, and its and their construction and any disputes arising out of, connected with or relating to this Agreement or Work Orders shall be governed by the laws of the State of Texas, without regard to its conflicts of law principles.

ARTICLE 21

COMPLIANCE WITH STATE LAWS

21.1. Consultant hereby certifies that Consultant is not delinquent in a tax owed the State of Texas under Chapter 171, Texas Tax Code.

21.2. For purposes of compliance with Section 2252.152, Texas Government Code, as amended, Consultant hereby represents and warrants that, at the time of this Agreement, neither Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201, Texas Government Code.

21.3. Consultant will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908, Texas Government Code, as amended, and the rules promulgated by the Texas Ethics Commission ("**Form 1295**"), in connection with entry into this Agreement. Upon receipt of Consultant's Form 1295, Midtown agrees to acknowledge Consultant's Form 1295 through its electronic filing application. Midtown and Consultant understand and agree that, with the exception of information identifying Consultant and the contract identification number, Midtown is not responsible for the information contained in Consultant's Form 1295 and Midtown has not verified such information.

ARTICLE 22

DISPUTE RESOLUTION; VENUE; JURISDICTION

22.1. In the event of any claim, dispute or controversy arising out of or relating to the implementation of or performance of this Agreement or any Work Order (whether such claim,

dispute or controversy is allegedly extra-contractual in nature, whether such claim, dispute or controversy arises under the law of tort, contract, property, or otherwise, or at law or in equity, or under state or federal laws, or by statute or common law, for damages or any other relief) (all of which are referred to herein as “*Disputes*”) which Midtown and Consultant have been unable to resolve within thirty (30) days after such Dispute arises, a senior representative of Consultant shall meet with the Executive Director of Midtown at a mutually agreed upon time and place not later than forty-five (45) days after such Dispute arises to attempt to resolve such Dispute. In the event such representatives are unable to resolve any such Dispute within fifteen (15) days after such meeting, either Party may, by written notice to the other, submit such Dispute to non-binding mediation before a mutually agreeable mediator. If the Parties are unable to agree upon a mediator within twenty (20) days after such written notice of submission to mediation, the American Arbitration Association shall be empowered to appoint a qualified mediator. The mediation shall be conducted within thirty (30) days of the selection or appointment of the mediator, as applicable. The Parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held at a mutually agreeable location in Houston, Texas. If the Parties are unable to agree upon a location, the mediation shall be held at the offices of the American Arbitration Association in Houston, Texas. The mediation requirement in this section shall not operate to prevent Midtown from filing a lawsuit and/or claim in the event that Midtown reasonably believes such lawsuit and/or claim is necessary to protect its rights in any respect, including but not limited to preserving limitations or preventing irreparable harm to its interests.

22.2. Subject to Consultant’s obligation to comply with the requirements of the foregoing Section 22.1, for purposes of all legal or equitable proceedings arising out of, relating to or connected with this Agreement or any Work Order, Consultant hereby agrees that this Agreement and all Work Orders are performable in whole or in part in Houston, Harris County, Texas, and hereby submits to the jurisdiction of the state courts within Houston, Harris County, Texas, and agrees that such jurisdiction shall be exclusive with respect to any such proceeding filed by Consultant. For the avoidance of doubt Consultant hereby expressly, clearly and unequivocally agrees that Midtown has the right to choose the forum in which any legal or equitable proceeding arising out of, relating to or connected with this Agreement shall be heard; and, having so agreed, Consultant hereby irrevocably waives its right to remove any such proceeding to any federal court should Midtown choose to bring any proceeding in any state court of Texas. Furthermore, to the fullest extent permitted by law, Consultant hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any proceeding arising out of, relating to or connected with this Agreement in any state court in Houston, Harris County, Texas. Finally, Consultant hereby irrevocably waives any claim which it may now or hereafter have that any such proceeding brought in any state court in Houston, Harris County, Texas, has been brought in an inconvenient forum.

22.3. If Consultant brings any claim against Midtown and Consultant does not prevail with respect thereto, Consultant shall be liable for all reasonable and necessary attorneys’ fees incurred by Midtown as a result thereof.

ARTICLE 23

RIGHTS AND REMEDIES

23.1. Duties and obligations imposed by this Agreement and the Work Order and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law, except where a remedy is agreed to be sole and exclusive in this Agreement or applicable Work Order.

23.2. Failure of either Party to insist on the strict performance of any of the requirements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any obligation hereunder or to exercise any right or remedy occurring as a result of any default or failure of performance. Furthermore, no action or failure to act by Midtown shall constitute a waiver of any right or duty afforded to Midtown under this Agreement or otherwise by law, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder. Any claim by the Consultant that the terms of conditions of this Agreement or any Work Order have been changed or waived must be evidenced by an agreement in writing approved and signed by Midtown.

23.3. Any acceptance or approval by Midtown shall not constitute nor be deemed to be a release of responsibility or liability of Consultant or its contractors, subcontractors and subconsultants for the accuracy, competency and completeness of any Services, nor shall acceptance or approval be deemed to be an assumption of such responsibility or liability by Midtown for any defect, error or omission in any Services. Whenever used in this Agreement or any Work Order, "approval," "approve," "approved," "consent" or "consented" shall not include any implied or imputed approval or consent.

ARTICLE 24

NOTICE

All notices, requests or consents provided for or required to be given hereunder must be in writing and will be deemed given if personally delivered, or mailed by certified mail, return receipt requested, or nationally recognized overnight delivery service (with proof of receipt) to the following addresses (or any other address that a Party may designate by written notice to the other Party):

If to Midtown:	Midtown Redevelopment Authority 410 Pierce Street Suite 355 Houston, TX 77002 Attention: Matthias Thibodeaux
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If to Consultant: Arup US, Inc.
10370 Richmond Avenue, Suite 475
Houston, Texas 77042
Attention: Christoph Gisel

If delivered personally, notice will be deemed received upon delivery. If delivered by certified mail, notice will be deemed received upon the earlier of actual receipt or five (5) business days after the date of deposit in the United States mail. If delivered by a nationally recognized overnight delivery service, notice will be deemed received the first business day after the date of deposit with the delivery service.

ARTICLE 25

COUNTERPARTS

This Agreement may be executed and delivered (including by facsimile transmission or electronic signature) in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party, it being understood that both Parties need not sign the same counterpart.

[Signature page follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year of the last signature written below.

Consultant:

Midtown:

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____

Printed Name and Title

Date: _____

By: _____

Printed Name and Title

Date: _____

ATTACHMENT A

Compensation terms for Services:

A.1. COMPENSATION BASED ON COST

(a) PERSONNEL COSTS

FOR SERVICES ON TIME AND MATERIALS BASIS

<u>Staff Category</u>	<u>Hourly Rate</u>
Principal	\$430-\$535
Associate Principal	\$325-\$455
Associate	\$290-\$350
Senior Engineer/Consultant II	\$275-\$310
Senior Engineer/Consultant I	\$210-\$305
Engineer/Consultant III	\$185-\$240
Engineer/Consultant II	\$175-\$215
Engineer/Consultant I	\$155-\$200
BIM Manager	\$275
Senior BIM Technician	\$210
BIM Technician	\$175
Senior Project Controls	\$290
Project Controls	\$185
Project Administration	\$130

(b) ALL OTHER EXPENSES

Reimbursable expenses will be invoiced at the actual cost, which will not exceed the reasonable cost for such expense, and will be limited to those costs incurred by the Consultant and its contractors, subcontractors and subconsultants of any tier in performing the Services as follows:

1. Subject to Midtown's approval, actual and reasonable travel and subsistence expenses for out-of-town travel in the discharge of duties in connection with the Services, provided that the daily travel rates shall not exceed those set forth above. Consultant shall use commercially reasonable efforts to obtain the lowest available cost for such travel and expenses, including but not limited to coach class air travel. For travel solely by automobile, mileage will be reimbursed at the IRS Standard Mileage Rate in effect at the time of travel for business miles.

2. Costs of postage including the cost of air express mail and delivery services directly required by the Services.

3. Fees paid on behalf of Midtown for securing approvals of governmental authorities having jurisdiction over a project, if directly required by the Services.

4. Costs of additional insurance coverage or limits, including professional liability insurance, when requested by Midtown in amounts in excess of the requirements of Attachment D of this Agreement.

5. An estimate of Consultant's reimbursable expenses will be set forth in each Work Order; provided, however, that Consultant shall provide notice to Midtown when the total of its reimbursable expenses are 75% of such estimate for each project along with a revised estimate of the total reimbursable expenses for the Work Order and each project included therein.

Non-reimbursable expenses are included within the fees for the Services and include expenses incurred by the Consultant and its contractors, subcontractors and subconsultants of any tier as follows:

1. Costs of all transportation and subsistence expenses within (i) the metropolitan area of the Consultant and its contractors, subcontractors and subconsultants of any tier, and (ii) the metropolitan area of any project.

2. All local postage.

3. All telephone communications, internet services, e-mail transmissions, and facsimile transmissions.

4. All photocopying required either in support of the Services or to communicate with contractor, Midtown, and all other consultants and sub-consultants to Midtown or the Consultant of any tier.

5. Costs of all materials, photographic production, computer time, data processing and similar expenses incurred in support of the Services.

6. Any other costs in excess of the fees paid by Midtown unless approved in advance and in writing by Midtown.

A.2. LUMP SUM COMPENSATION (STIPULATED SUM FEE)

Unless a particular Work Order expressly states otherwise, Midtown will compensate Consultant on the basis of a mutually agreed lump sum price for the scope of work specified in the Work Order. Midtown may ask Consultant for a cost estimate for the scope of work prior to issuing the Work Order. The cost estimate will include a summary breakdown showing the labor hours and cost, contractor, subcontractor and subconsultant costs, and other direct costs included in the estimate. Rates to be used in preparing the estimate will be as specified in Section A.1(a) above. Consultant will submit and Midtown will pay monthly invoices based on the mutually agreed percentage of the project completed, or according to the mutually agreed schedule of payment by design phase if such schedule is expressly included in a Work Order.

[End of Attachment A]

DRAFT

ATTACHMENT B

Form of Work Order

WORK ORDER NO. _____

This Work Order No. ____ (this “Work Order”) is issued subject to and is governed by that certain Professional Services Agreement between Midtown and Consultant dated as of _____, 20__ (the “PSA”).

Work Order Date: _____

Consultant: _____

Type of Compensation: Cost Plus, Time & Materials, Firm Fixed Price, Lump Sum (Circle and set forth price if Firm Fixed Price or Lump Sum)

Compensation: _____

Location of Services: _____

Description of Services: _____

Schedule Requirements: Commencement of Services: _____

Completion of Services: _____

Midtown:

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____

Printed Name and Title

Date: _____

Consultant:

ARUP US, INC.

By: _____

Printed Name and Title

Date: _____

[End of Attachment B]

ATTACHMENT C

Federal Transit Administration Required Clauses and Related Provisions

This Attachment C shall only apply to Work Orders funded in whole or in part by federal funds.

For purposes of Attachment C, the term “Contractor” or “Respondent” shall mean Consultant and the term “Owner” shall mean Midtown.

Contractor is bound to Midtown to the same extent that Midtown is bound as recipient to the FTA pursuant to the clauses contained in Attachment C.

As such, Contractor agrees to comply with the statutory schemes and requirements set forth or referred to in this Attachment C to the extent each applies to the Contractor or the Services or any other obligations of Contractor pursuant to this Agreement. Without limiting the generality of the foregoing, Contractor agrees to submit all certifications as required by this Attachment C.

Moreover, to the extent that Midtown is required to ensure that the Contractor and any entity under its control comply with any requirement set forth or referred to in this Attachment C, the Contractor is itself responsible to ensure its own compliance with each thereof as well as to ensure the compliance with each thereof by all such entities under its control.

Further, to the extent that Midtown is required to give Contractor notice pursuant to any of the requirements set forth or referred to in this Attachment C, Contractor agrees that the inclusion of the requirements contained or referred in this Attachment C constitutes sufficient notice to discharge any such obligation of Midtown.

Finally, except to the extent required by law, Contractor agrees that Midtown’s obligations to the Contractor, and the Contractor’s rights in respect of Midtown, shall not be broadened or expanded pursuant to the inclusion of this Attachment C as part of this Agreement.

These federally required contract clauses are in accordance with FTA Circular 4220.1F, Third Party Contracting Guidance. The Respondent certifies to abide by the clauses below as part of this procurement. The Respondent must also complete the forms included in the Respondent/Contractor Pre-Award Certifications.

1. **FLY AMERICA** – Does not apply to this contract.
2. **BUY AMERICA** – Does not apply to this contract.
3. **CHARTER BUS and SCHOOL BUS REQUIREMENTS** – Does not apply to this contract.
4. **CARGO PREFERENCE REQUIREMENTS** – Does not apply to this contract.

5. SEISMIC SAFETY REQUIREMENTS – Does not apply to this contract.

6. ENERGY CONSERVATION

- a. As authorized by the State of Texas, the Texas State Energy Conservation Office (SECO) has adopted the most recent edition of the International Energy Conservation Code (IECC) without amendment for new buildings or additions only. The Respondent/Contractor shall design the facility in accordance with 2015 IECC.
- b. The Respondent/Contractor also agrees to include any applicable requirements in each subcontract involving construction of commercial buildings financed in whole or in part with Federal assistance provided by FTA.

7. CLEAN WATER

- a. The Respondent/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Respondent/Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8. BUS TESTING – Does not apply to this contract.

9. PRE-AWARD and POST DELIVERY AUDIT REQUIREMENTS – Does not apply to this contract.

10. LOBBYING

- a. Respondents/Contractors who apply for an award of \$100,000 or more shall file the Certification Regarding Lobbying, required by 49 C.F.R. Part 20, New Restrictions on Lobbying, with the Owner. Each subcontractor shall file the Certification Regarding Lobbying with the Respondent/Contractor that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- b. The Respondent/Contractor and subcontractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from subcontractors to Respondent/Contractor to the Owner. The Respondent/Contractor agrees to include

these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- c. The certification regarding Lobbying to be completed by the Respondent/Contractor and subcontractor(s) is provided herein (See Respondent/Contractor Pre-Award Certifications) under Certifications and Forms Section.

11. ACCESS TO RECORDS AND REPORTS

The following access to records requirements applies to this contract:

- a. The Owner is an FTA Recipient in accordance with 49 C.F.R. 18.36(i). The Respondent/Contractor agrees to provide the Owner, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Respondent/Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Respondent/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Respondent/Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Respondent/Contractor agrees to maintain same until the Owner, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39(i)(11).
- d. FTA does not require the inclusion of these requirements in subcontracts.

12. FEDERAL CHANGES

- a. The Respondent/Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between the Owner and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Respondent/Contractor's failure to so comply shall constitute a material breach of this contract.
- b. The Respondent/Contractor also agrees to include any applicable requirements in each subcontract involving a federal change financed in whole or in part with Federal assistance provided by FTA.

13. BONDING REQUIREMENTS – Does not apply to this contract.

14. CLEAN AIR

- a. The Respondent/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Respondent/Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS – Does not apply to this contract.

16. DAVIS-BACON and COPELAND ANTI-KICKBACK ACTS – Does not apply to this contract.

17. CONTRACT WORK HOURS and SAFETY STANDARDS ACT – Does not apply to this contract.

18. RESERVED

19. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

- a. The Owner and the Respondent/Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, the Respondent/Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The Respondent/Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. PROGRAM FRAUD and FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- a. The Respondent/Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Respondent/Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the

Respondent/Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Respondent/Contractor to the extent the Federal Government deems appropriate.

- b. The Respondent/Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Respondent/Contractor, to the extent the Federal Government deems appropriate.
- c. The Respondent/Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION

The termination provisions of this Agreement are provided in Article 13 hereof.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

- a. This contract is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the Respondent/Contractor is required to verify that none of the Respondent/Contractor, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945.
- b. The Respondent/Contractor is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into.
- c. The certification (**See Respondent/Contractor Pre-Award Certifications**) is a material representation of fact relied upon by the Owner. If it is later determined that the Respondent/Contractor knowingly rendered an erroneous certification, in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Respondent/Contractor agrees to comply with the requirements of 49 C.F.R. 29, Subpart C and Executive Order 12549 while this offer is valid and throughout the period of any contract that may arise from this offer.
- d. The Respondent/Contractor also agrees to include these requirements in each subcontract exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

23. **PRIVACY ACT** – Does not apply to this contract.

24. **CIVIL RIGHTS REQUIREMENTS**

The following requirements apply to the underlying contract:

- a. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Respondent/Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Respondent/Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. **Equal Employment Opportunity** - The following requirements apply to the underlying contract:
 - i. **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Respondent/Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Respondent/Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.
 - ii. **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Respondent/Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.

- iii. **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Respondent/Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Respondent/Contractor agrees to comply with any implementing requirements FTA may issue.
- c. The Respondent/Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

25. BREACHES AND DISPUTE RESOLUTION

The breach provisions of this Agreement are provided in Article 13 hereof, and the dispute resolution provisions of this Agreement are provided in Article 22 hereof.

26. PATENT AND DISPUTE RESOLUTION – Does not apply to this contract.

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS – Does not apply to this contract.

28. DISADVANTAGED BUSINESS ENTERPRISES

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The agency's overall goal for DBE participation is 12.5%. A separate contract goal has not been established.
- b. The Respondent/Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Respondent/Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Respondent/Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate.
- c. Respondents are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 C.F.R. 26.53 (**See Respondent/Contractor Pre-Award Certifications**). Award of this contract is conditioned on submission of the following concurrent with and accompanying an initial proposal:
 - i. The names and addresses of subcontractors that will participate in the contract;

- ii. A description of the work that each subcontractor will perform;
 - iii. Whether the subcontractors are a DBE, non-DBE, or a Small Business Enterprise (SBE);
 - iv. The ethnic code, as described in the form;
 - v. The age of the firm;
 - vi. The annual gross receipts from the firm;
 - vii. The dollar amount of the participation of each DBE firm participating; and
 - viii. Written confirmation from the DBE subcontractor that it is participating in the contract as provided in the commitment made under (8) (**See Respondent/Contractor Pre-Award Certifications**).
- d. The Respondent/Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the Owner. The Respondent/Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the timeframe stated in this paragraph may occur only for good cause, as determined by the Owner, and following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors and shall be included in the contract between the Respondent/Contractor and any and all subcontractors.
- e. The Respondent/Contractor must promptly notify the Owner, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Respondent/Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Owner.
- f. The Respondent/Contractor shall report DBE participation on a monthly basis on the Contractor Payment Report Form (**See Respondent/Contractor Pre-Award Certifications**).
- g. The Owner encourages the Respondent/Contractor on DOT-assisted contract to make use of financial institution owned and controlled by socially and economically disadvantaged individuals. The Federal Reserve Statistical Release maintains a list of Minority-Owned Banks (<http://www.federalreserve.gov/releases/mob/>).

29. RESERVED

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- a. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in Best Practices Procurement and Lessons Learned Manual, Appendix A Federally Required and Other Model Contract Clauses, are hereby incorporated by reference. The following clauses apply to this contract.
- i. Access to Records and Reports
 - ii. Clean Air Act and Federal Water Pollution Control Act
 - iii. Civil Rights Laws and Regulations
 - iv. Disadvantaged Business Enterprise (DBE)
 - v. Fly America
 - vi. Government-Wide Debarment and Suspension
 - vii. Lobbying Restrictions
 - viii. No Government Obligation to Third Parties
 - ix. Program Fraud and False or Fraudulent Statements and Related Acts
 - x. Termination
 - xi. Violation and Breach of Contract
- b. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Owner requests which would cause the Owner to be in violation of the FTA terms and conditions.
- c. The Contractor also agrees to include any applicable requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

31. DRUG AND ALCOHOL TESTING – Does not apply to this contract.

32. AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY

- a. ADA Accessibility ensures that all individuals regardless of disability are not excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- b. The Respondent/Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and

facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities.

- c. The Respondent/Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable.
- d. In addition, the Respondent/Contractor agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing
- e. The Respondent/Contractor and all of its subcontractors shall adhere to any applicable ADA Accessibility requirements from the following:
 - i. 49 C.F.R. Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance, U.S. DOT regulation
 - ii. 49 C.F.R. Part 37 - Transportation Services for Individuals with Disabilities (ADA), U.S. DOT regulation
 - iii. 49 C.F.R. Part 38 and 36 C.F.R. Part 1192 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles, Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulation
 - iv. 28 C.F.R. Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services, U.S. DOJ regulation
 - v. 28 C.F.R. Part 36 – Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, U.S. DOJ regulation
 - vi. 41 C.F.R. Subpart 101-19 – Accommodations for the Physically Handicapped, U.S. General Services Administration (U.S. GSA) regulation”
 - vii. 29 C.F.R. Part 1630 – Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, U.S. EEOC

- viii. 47 C.F.R. Part 64, Subpart F – Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled, U.S. Federal Communications Commission regulation
- ix. 36 C.F.R. Part 1194 – Electronic and Information Technology Accessibility Standards, U.S. ATBCB regulation
- x. 49 C.F.R. Part 609 – Transportation for Elderly and Handicapped Persons, FTA regulation
- xi. Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

33. **VETERAN'S PREFERENCE** – Does not apply to this contract.

RESPONDENT/CONTRACTOR PRE-AWARD CERTIFICATIONS

This checklist will be used to ensure that all required procurement certifications listed within have been read, initialed, and signed by the Respondent/Contractor BEFORE the bid or proposal is submitted. All certifications listed below follow this checklist.

Respondent/Contractor's Initials: _____

- A. Lobbying Certification _____
- B. Suspension and Debarment Certification _____
- C. Respondent/Contractor Certification _____
- D. DBE Subcontractor Certification _____
- E. Contractor Payment Report Form _____

I HEREBY ATTEST THAT THE PREVIOUS EXHIBIT TITLED, FEDERALLY REQUIRED CONTRACT CLAUSES, WAS READ AND MY INITIALS ABOVE INDICATE THAT EACH ITEM WAS PROPERLY PREPARED AND EXECUTED.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

RESPONDENT/
CONTRACTOR _____

LOBBYING CERTIFICATION FORM

To be completed by the prime contractor and all subcontractors.

The Respondent/Contractor certifies that to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Respondent/Contractor/Subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Respondent/Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____

RESPONDENT/
CONTRACTOR _____

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SUSPENSION AND DEBARMENT CERTIFICATION FORM

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

PRIMARY COVERED TRANSACTIONS

To be completed by the prime contractor and all subcontractors.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 C.F.R. Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

The prospective primary Respondent/Contractor certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary Respondent/Contractor is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

DATE:

SIGNATURE:

NAME / TITLE:

RESPONDENT/CONTRACTOR

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the Respondent/Contractor is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Respondent/Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Owner's determination whether to enter into this transaction. However, failure of the Respondent/Contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Owner determined to enter into this transaction. If it is later determined that the Respondent/Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause or default.
3. The Respondent/Contractor shall provide immediate written notice to the Owner to which this proposal is submitted if at any time the Respondent/Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "bid," "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Owner to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 C.F.R. Part 145).
5. The Respondent/Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Owner entering into this transaction.
6. The Respondent/Contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions," provided by the Owner entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Respondent/Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 6 of these instructions, if a Respondent/Contractor in a covered transaction knowingly enters into a lower tier covered transaction with a subcontractor who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause or default.
9. The Respondent/Contractor also agrees to include these requirements in each subcontract, or a lower tier covered transaction, exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

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RESPONDENT/CONTRACTOR CERTIFICATION

Instructions: The prime Respondent/Contractor shall complete this form by listing 1) Names of **ALL** proposed subcontractors, whether or not the subcontractor is a DBE or SBE. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE or non-DBE, 5) Ethnic Code of firm, 6) Gender code of owner, 7) Age of the firm, 8) Annual gross receipts of the firm, and 9) % or \$ amount of Total Subcontract. Those contractors which are listed on this form as DBEs must have current certification as a DBE with a participating TUCP certifying agency. The DBE certification must be complete by the time the proposals are submitted. Additionally, those (sub)contractors which are listed on this form as DBEs must complete **DBE SUBCONTRACTOR CERTIFICATION**, agreeing to the information here.

RESPONDENT/CONTRACTOR: _____

PROJECT NAME: _____

ETHNIC CODES

- | | |
|----------------------------------|--------------------------|
| A Black American | E Asian-Pacific American |
| B Hispanic American | F Non-Minority Women |
| C Native American | G Other |
| D Sub-continental Asian American | |

GENDER CODES

- | | | |
|--------|----------|--------------------------|
| A Male | B Female | C Choose Not to Disclose |
|--------|----------|--------------------------|

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Name of subcontract or	Address, Telephone # of DBE Firm (Including name of contact)	Description of Work, Service Provided	DBE, SBE or non-DBE	Ethnic Code	Gender Code	Age of Firm	Annual Gross Receipts	DBE % or \$ amount of Total Contract

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Name of subcontract or	Address, Telephone # of DBE Firm (Including name of contact)	Description of Work, Service Provided	DBE, SBE or non-DBE	Ethnic Code	Gender Code	Age of Firm	Annual Gross Receipts	DBE % or \$ amount of Total Contract

The undersigned will enter into a formal agreement with DBE contractors for work listed in this schedule upon execution of a contract with the Owner. The Contractor agrees to the terms of this schedule by signing below and submitting the DBE SUBCONTRACTOR CERTIFICATION, as completed by the DBE subcontractor(s).

SIGNATURE

DATE

DBE SUBCONTRACTOR CERTIFICATION

NOTE: In accordance with 49 C.F.R. (Code of Federal Regulations) Part 26 and Board policy, DBE firms participating in the DBE Program must have "current" certification status with a TUCP Certifying Agency by the due date established for this RFP.

1. TO: (Respondent/Contractor): _____
2. The undersigned is either currently certified under the Texas Unified Certification Program (TUCP) as a DBE or will be at the time this solicitation is due.
3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both) _____

_____ and at the following price \$ _____ and/or _____ % of the total contract amount (should be the same \$ or % found on **RESPONDENT/CONTRACTOR CERTIFICATION**).
4. The DBE subcontractor should complete this section only if the DBE is subcontracting any portion of its subcontract.

With respect to the proposed subcontract described above, the undersigned DBE anticipates that _____ % of the dollar value of this subcontract will be sublet and/or awarded to other contractors. Any and all DBE subcontractors a DBE subcontractor uses must be listed on Form 1 and must also be DBE certified.

DATE: _____ DBE FIRM: _____

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

DATE: _____ RESPONDENT/
CONTRACTOR _____

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

**ATTACH COPY OF SUBCONTRACTOR'S
TEXAS UNIFIED CERTIFICATION PROGRAM CERTIFICATE**

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CONTRACTOR PAYMENT REPORT FORM

This form is to be included with each pay application until final payment of the Contract has been made. This form has been included for reference only.

CONTRACTOR PAYMENT REPORT FORM							
Instructions: Contractors are required to complete and submit this report, as specified in the contract or as requested, until final payment of the contract has been made. Failure to comply with the DBE provisions may result in contract termination, or the suspension or debarment of the contractor from doing business with the Owner in the future in accordance with the procedures set forth in the DBE Program. This report must be submitted with each invoice. Instructions for completing this report can be found on the following page.							
1. Contract Number, if applicable	2. Invoice Number	3. Reporting Period From: To:		4. Contractor's Business Name	5. Contact Person	6. Address	
7. Telephone Number	8. Date of Contract Award	9. Schedule Date of Completion	10. Original Contract Amount	11. Current Contract Modifications	12. Total Amount Received to Date	13. Total Amount Owed	
			\$	\$	\$	\$	
14. Committed DBE %	15. Actual DBE Participation to date	16. Actual DBE % to Date					
	\$	#VALUE!					
17	18	19	20	21	22	23	24
Name of DBE Subcontractor	Description of Work	Amount of payments made during current invoice period	Date of payments made during current invoice period	Subcontract Dollars	Amount paid to date	Percent Paid to Date	Amount of this invoice allocated to DBE subcontractor
<i>(Add rows to the table, as needed, to complete this section)</i>							
By completing this form, the Contractor acknowledges the Owner's prompt payment policy, which requires the Contractor to pay all subcontractors within 30 days of receiving payment from the Owner.							
Signature		Date Signed		Name and Title of Individual Completing Report			

[End of Attachment C]

ATTACHMENT D

Insurance

(a) **Kinds of Claims:**

- (1) claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to Consultant's Services to be performed;
- (2) claims for damages because of bodily injury, occupational sickness or disease, or death of Consultant's employees;
- (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than the Consultant's employees;
- (4) claims for damages insured by usual personal injury liability coverage which are sustained (i) by a person as a result of an offense directly or indirectly related to employment of such person by Consultant, or (ii) by another person;
- (5) claims for damages, other than to Consultant's work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- (6) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- (7) claims for professional negligence.

(b) **Policies and Minimum Limits of Liability**

<u>Kinds of Insurance:</u>	<u>Limits of Liability*:</u>
A. Workers' Compensation Texas Operations Employer's Liability	Statutory Accident \$500,000 Each Accident Disease \$500,000 Each Employee Disease \$500,000 Policy Limit
B. Commercial General Liability Including, but not limited to: 1. premises/operations 2. independent contractors' protective 3. products and completed operations 4. personal injury liability with employment exclusion deleted 5. contractual	\$1,000,000 General Aggregate \$1,000,000 Products/Completed Operations Aggregate \$1,000,000 Each Occurrence \$1,000,000 Personal and Advertising Injury \$500,000 Fire Damage Liability

<u>Kinds of Insurance:</u>	<u>Limits of Liability*:</u>
C. Professional Liability	\$1,000,000 each occurrence & \$2,000,000 aggregate on a claims made basis covering errors and omissions of Consultant and its contractors, subcontractors and subconsultants
D. Business Automobile Liability including All Owned, Hired and Non-owned Automobiles.	\$1,000,000 Combined Single Limit Per Occurrence
E. Umbrella Liability	\$1,000,000 Per Occurrence \$4,000,000 Aggregate Bodily Injury and Property Damage

*Aggregate limits are per 12 month policy period unless otherwise indicated.

(c) **Additional Requirements**

(1) All required insurance shall be maintained with responsible insurance carriers acceptable to Midtown and lawfully authorized to issue insurance of the types and amounts set forth in Article 12 and this Attachment D and having a Best's Financial Strength Rating of at least A- and a Best's Financial Size Category of Class VII or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.

(2) All policies shall be in a form reasonably acceptable to Midtown and each policy must state that, to the extent commercially available, such policy may not expire or be cancelled, materially modified or nonrenewed unless the carrier therefor gives Midtown and the Public Works Director thirty (30) days advance written notice. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, Consultant shall, prior to such expiration, supply Midtown with certificates of insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as is required by this Agreement. Any renewal or replacement policies shall be in form and substance satisfactory to Midtown and written by carriers acceptable to Midtown. Consultant shall or, to the extent commercially reasonable, shall cause the applicable carrier or carriers to give written notice to the Public Works Director and Midtown within five days of the date on which total claims by any party against any insurance provided pursuant to Article 12 and this Attachment D reduce the aggregate amount of coverage below the amounts required by Article 12 and this Attachment D. In the alternative, a policy may contain an endorsement establishing a policy aggregate for each Work Order, subject to approval of such endorsement by Midtown.

(3) With respect to all policies required in Article 12 and this Attachment D, as soon as practicable upon execution of this Agreement, Consultant shall deposit with Midtown true and correct certificates thereof, accompanied by evidence satisfactory to Midtown of the payment of premiums and of the requirements of Article 12 and this Attachment D. Thereafter, certification of premium payments shall be deposited with Midtown not less than thirty (30) days before the expiration dates of the expiring policies or reduction of the stated dollar coverage of the face of

the policy. If requested to do so by Midtown, Consultant shall also furnish the originals or certified copies of the insurance policies for inspection.

(4) All policies of insurance and certificates issued pursuant to Article 12 and this Attachment D, with the exception of Professional Liability, and Workers' Compensation Insurance, shall name the Indemnitees as additional insureds.

(5) Inasmuch as Midtown and Consultant intend that all of Consultant's insured losses and liabilities fall upon Consultant's insurers, without recourse against Midtown, Consultant agrees to cause of all its policies of insurance required pursuant to Article 12 and this Attachment D to provide, if necessary by endorsement, that each such insurer fully waives subrogation against the Indemnitees.

(6) All insurance required pursuant to Article 12 and this Attachment D shall be primary in respect of any insurance maintained by Midtown or the City of Houston covering the same risk.

(7) If any policy required to be purchased pursuant to Article 12 and this Attachment D is subject to a deductible, self-insured retention or similar self-insurance mechanism which limits or otherwise reduces coverage, the deductible, self-insured retention or similar self-insurance mechanism shall be the sole responsibility of Consultant in the event of any loss and Consultant hereby waives any claim therefor against the Indemnitees.

(8) Moreover, Consultant hereby releases the Indemnitees from and waives all claims it may have against the Indemnitees to the extent any of such claims are covered by insurance required to be furnished by Consultant or any contractor, subcontractor or subconsultant hereunder, whether or not Consultant or such subconsultant actually obtains such insurance, and EVEN IF SUCH CLAIMS ARISE OUT OF, RELATE TO OR ARE BASED UPON AN INDEMNITEE'S OWN NEGLIGENCE OR OTHER TORTIOUS CONDUCT, BAD FAITH, ARBITRARY OR CAPRICIOUS CONDUCT, INEQUITABLE CONDUCT, BREACH OF CONTRACT OR OTHER FAULT, HOWEVER CHARACTERIZED, OR STRICT LIABILITY WITHOUT REGARD TO FAULT.

(9) Consultant shall require and cause its contractors, subcontractors and subconsultants to purchase and maintain the insurance policies set forth above with limits of liability commensurate with the amount of each such subcontract agreement. Consultant shall provide copies of insurance certificates for all such insurance to Midtown and the Public Works Director.

(10) If Consultant fails to procure or to maintain in force the insurance required by Article 12 and this Attachment D, Midtown may secure such insurance and the costs thereof shall be borne by Consultant. Consultant shall reimburse Midtown the cost of such insurance plus five percent (5%) administrative charge within ten (10) days after billing by Midtown. Any sum remaining unpaid fifteen (15) days after billing by Midtown shall bear interest at the rate of twelve percent (12%) per annum until paid by Consultant. CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES AND EXPENSES (INCLUDING COURT COSTS,

COSTS OF DEFENSE AND ATTORNEYS' FEES), THAT ANY INDEMNITEE MAY INCUR AS A RESULT OF THE CONSULTANT'S FAILURE TO OBTAIN OR CAUSE TO BE OBTAINED THE SPECIFIC ENDORSEMENTS OR INSURANCE REQUIRED PURSUANT TO THIS AGREEMENT. Failure of any Indemnatee to identify any deficiency in the insurance forms provided shall not be construed as a waiver of the Consultant's obligation to maintain such insurance and to cause such insurance to be maintained.

(11) Consultant's compliance with the provisions of Article 12 and this Attachment D shall not be deemed to constitute a limitation of Consultant's liability with respect to claims covered by insurance provided pursuant to Article 12 and this Attachment D or in any way limit, modify or otherwise affect Consultant's obligations under this Agreement or otherwise. The insolvency, bankruptcy, or failure of any insurance company carrying insurance for Consultant or any contractor, subcontractor or subconsultant, or the failure of any insurance company to pay claims accruing shall not be held to waive any of the provisions of this Agreement.

(12) If requested by Midtown, Consultant shall furnish or shall cause to be furnished any such other insurance as Midtown may deem necessary for any Work Order or Orders and the cost thereof shall be charged to Midtown by appropriate modification of any such order(s).

[End of Attachment D]

ATTACHMENT B

Form of Work Order

WORK ORDER NO. 1

This Work Order No. 1 (this “Work Order”) is issued subject to and is governed by that certain Professional Services Agreement between Midtown and Consultant dated as of October, 2025 (the “PSA”).

Work Order Date: _____

Consultant: Arup US, Inc.

Type of Compensation: Cost Plus, Time & Materials, Firm Fixed Price, Lump Sum (Circle and set forth price if Firm Fixed Price or Lump Sum)

Compensation: \$ 167,300

Location of Services: Houston, TX

Description of Services: Refer to Attachment:

"Arup Lighting Scope & Fee Proposal - Midtown Houston Lighting - 250828"

Schedule Requirements: Commencement of Services: October 2025

Completion of Services: July 2026

Midtown:

MIDTOWN REDEVELOPMENT
AUTHORITY

By: _____

Printed Name and Title

Date: _____

Consultant:

ARUP US, INC.

By: _____

Christoph Gisel

Printed Name and Title

Date: _____

[End of Attachment B]

May 15, 2025

ARUP

Midtown Houston
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Houston, TX 77002

10370 Richmond Avenue, Suite 475
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USA

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Midtown Houston Lighting - Scope Proposal

Dear Marlon,

Based on our discussion on February 18th, 2025, Arup US, Inc. (Arup) is pleased to provide the following scope proposal for lighting design consulting services for the Midtown Houston Lighting Assessment and Nighttime Safety Framework for the Midtown Management District (MMD) and the Midtown Redevelopment Authority (MRA). We'd love to walk you through the process we have in mind.

We revised the scope and provided fees as per our May 5th discussion to allow for authorization in phases.

1.1 Project Description

We understand the key aspects of the project will consist of a thorough analysis of the current pedestrian lighting conditions and recommendations for future lighting enhancements in Midtown Houston. Specifically, the lighting design will focus on the pedestrian experience of perceived safety at night.

Why design for perceptions of safety?



1.2 Project Context

We understand that the Midtown Houston urban fabric is shaped by a variety of spaces types and uses, such as: urban streetscapes and public parks, connectivity to local transit systems, cultural sites and institutions and a thriving residential and business community.



Parks

Transit

Walkable

Cultural

1.3 Project Schedule

We understand that the anticipated project start would be in 2025. We expect the following phases and associated timelines. Arup would be happy to support MMD / MRA through the initial assessment and planning phases, through phasing, detailed design and implementation of lighting improvements.

1.3.1 Existing Lighting Assessment and Nighttime Vulnerability Assessment (NVA)

We anticipate the NVA scope to last 3 months.

1.3.2 Preliminary Lighting Masterplanning (Preliminary Masterplan)

We anticipate the Preliminary Masterplanning scope to last 3 months.

1.3.3 Stakeholder Engagement and Final Lighting Masterplanning (Final Masterplan)

We anticipate the Stakeholder Engagement and Final Masterplanning scope to last 3 months.

1.3.4 Phasing Plan and Estimate of Probable Construction Costs (Phasing)

We anticipate the Phasing Plan scope to last 2 months.

1.3.5 Detailed Design and Engineering (CD)

Anticipated start date for the CD scope is not set, we assume a need of 3 months per CD package.

1.3.6 Implementation and Construction Administration (CA)

Anticipated start date for the CA scope is not set, expecting to last 18 months per package.

1.4 Proposed Lighting Scope of Work

Lighting plays an important role in defining the character of a district's night-time identity, programming, and activities at night.

Well-designed nighttime lighting can influence the way in which we use and enjoy a city, the way we move around its streets, and our connection to the community.

Arup practices a distinctive nighttime design process. Through peer-collaboration, we offer expertise with design and technologies, as well as unique approaches to lighting analysis, community building activities, bespoke workshops, and experience with government agencies.

Our design approach is a holistic one that starts with human experiences as a driver to provide spaces that consider night-time journeys that are inherently inclusive and perceived as spaces that people want to spend time in. The aim is to develop an informed lighting strategy that promotes the individual character of the areas, amenities, artwork, and landscape components while providing a cohesive design.

Our designs are driven by a keen desire to understand the way people use places, the unique cultural context, the overall vision and ambition of places and users, and the fundamental role that lighting plays in creating these experiences.

From sensitive historic environments for existing cities to ambitious new artistic interventions and urban developments, we combine creativity with technical expertise for solutions that enhance the way cities work after dark.

We understand that we will first conduct an existing conditions analysis and NVA, and work with MDD/MRA and local stakeholders to review the existing design and conditions, aspirations, and intersections with code and standards. Finally, we will provide a pedestrian lighting masterplan strategy for the exterior areas within the project boundary that sets recommendations in the form of short-term, mid-term and long-term solutions. We will then work with MDD/MRA to develop a phasing plan and cost estimates. We are also able to provide detailed design and construction administration services, upon agreement of priorities.

Potential lighting improvements that will be investigated include static lighting, programmable lighting, flexible lighting, temporary/mobile installations, and projections. We will focus on cost-effective solutions that can be either "plug-and-play" or permanent.

1.4.1 Existing Lighting Assessment and Nighttime Vulnerability Assessment (NVA)

To start the project, we will participate in a Kick-off meeting in Houston with MDD/MRA and local stakeholders to understand project goals and aspirations and to explore the neighborhood character together at night. We suggest combining this with an evening walking tour with local stakeholders.

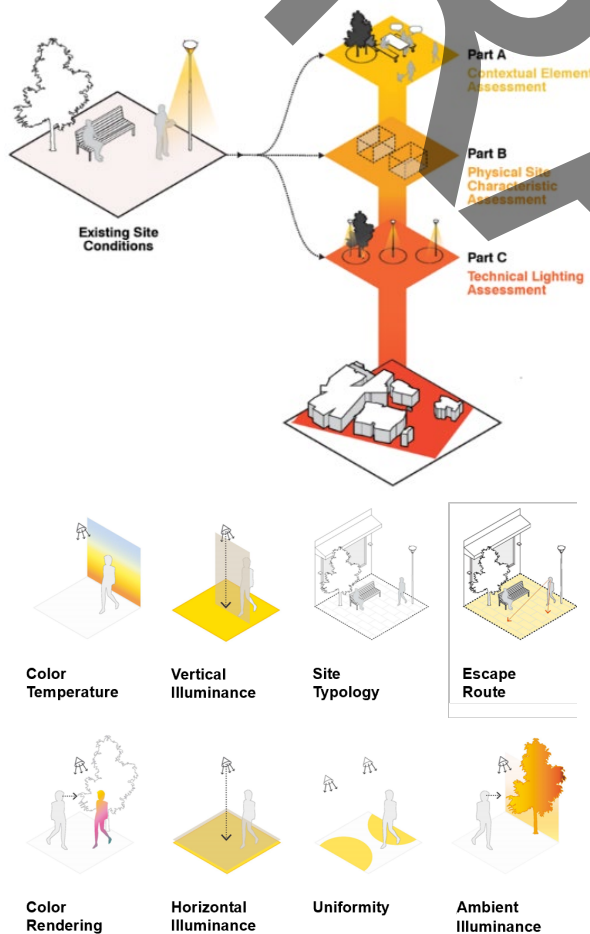
As part of the scope, we will provide an assessment of the existing conditions of the defined area through site visits, photo documentation, and taking light level measurements along pedestrian pathways. Measurements will be taken along each pedestrian pathway on both sides of the street, including at crosswalks. At key areas throughout the district, we will also conduct an in-depth Nighttime Vulnerability Assessment (NVA), which will ultimately aid in an evidence-based approach to improve the Lighting Masterplan Strategy that provides enjoyable and lasting night-time experiences.

The NVA uses onsite measurements to identify site lighting and contextual characteristics that have the potential to influence the likelihood and consequences associated with criminal/antisocial behaviors. The result is a report that comprises of a detailed explanation of the rationale and assessment framework and presents the findings of the NVA consisting of three components:

- Part A: Contextual Element Assessment
- Part B: Physical Site Characteristic Assessment
- Part C: Technical Lighting Assessment

During the assessment, we will observe, and document ambient effects generated by street lighting, landscape lighting, building lighting, storefront lighting, transit station lighting, existing pedestrian lighting, parking lot or garage lighting, vehicular wayfinding lighting, banner pole lighting, and high-mast or under-bridge highway lighting.

We will also observe and document any natural or architectural elements that are generating interference, such as shadow casting, and are otherwise limiting the efficacy of existing lighting elements. This information will feed into our lighting masterplan strategy.



NVA Methodology



Safety & Comfort

The goal of the assessment is to provide MDD/MRA and stakeholders of the project area with the additional information that allows them to engage with concepts of pedestrian safety, place-making and equal access after dark, reflect on possible lighting vulnerabilities, assess the risks involved, and act to mitigate and reduce risk to the public.

Arup and MDD/MRA will discuss the locations for NVA based on site observations, background information and community and stakeholder feedback. Midtown Parks and Public Space Masterplan will be used as resource for initial investigation of areas that are more perceived as unsafe. NVA shall include a couple of areas elected as most safety within Midtown to provide an overall context, not only limited to parks but including pedestrian paths.

The final deliverable of this process is intended to provide a consistent, evidence-based decision-making rationale on priority areas, presented in the form of an existing conditions assessment report.

1.4.2 Preliminary Lighting Strategy (Preliminary Masterplan)

To kick off the Masterplan phase, we will present the findings of the NVA phase and the observed priority areas and pedestrian lighting focus space types within the Midtown Houston district.

Three different focus areas will inform on the lighting strategy for the district: night-time economy, night-time placemaking, and night-time safety. These focus areas will create a lively and connected image of the night-time environment. Providing safety and security will be the main form-giver of the lighting plan. Safety in public spaces creates a sense of night-time freedom in a place, which in turn reinforces the night-time economy.

- For the night-time economy layer, we will provide a high-level night-time activation plan that helps regenerate district areas throughout different phases.
- For the night-time placemaking and safety layer, we will lead a workshop with the selected community members and stakeholders that will have inputs on the future night-time environment in the district.

As Midtown was selected as pilot for the “City of Houston Walkable Places Program”, with the Lighting Masterplan we aim to support the program by including the nighttime aspects to supplement the City of Houston Users’ Guide for Walkable Places and Transit-Oriented Development.

The deliverable of this phase will include a preliminary lighting masterplan guideline of principles of best practices and nighttime programming improvements for evaluation by the community and other stakeholders and finalization upon feedback in the next phase of the project.

1.4.3 Stakeholder Engagement and Final Lighting Masterplanning (Final Masterplan)

To evaluate the Arup proposed lighting improvements, we suggest hosting an outdoor evening community event for local residences and business stakeholder, including a presentation of the conceptual lighting designs to this date for feedback and evaluation. As part of this event, we will provide luminaire samples to mockup the lighting improvement design intents on site for some of the project areas and installations, where possible. This will ensure that the design intent is communicated and understood properly. Outcomes include prioritization of design objectives for the project site; alignment of stakeholder goals; and education in lighting improvements. We will implement the consolidated stakeholder and community feedback into the final lighting masterplan.



Educate Community

Community Walking Tour

Mockups and Community Event

The deliverable of this phase will include a final lighting masterplan guideline of principles of best practices and nighttime programming improvements for future detailed design and capital improvement. The lighting masterplan will include both results obtained from the existing conditions assessment and various lighting concept sketches, visual references and precedents to convey design concepts, and any sketches, drawings, or recommended specifications.

Phasing Plan and Estimate of Probable Investment Needs (Phasing)

We will work with a cost estimator to review the proposed lighting improvements and prepare preliminary estimate of probable investment needs for each priority area lighting design, in collaboration with an MDD/MRA determined Cost Consultant Firm.

Upon review of the needed budget for capital investment by MDD/MRA, and alignment of priorities, we will prepare an overall construction phasing plan in consideration of priority needs and adjacent businesses and activities within the area. The plan will be laid out as short-term, mid-term, and long-term implementation recommendations in the form of a phasing plan and cost-impact matrix.

1.4.4 Detailed Design and Engineering (CD)

Upon determination of phasing and funding priorities by MDD/MRA and approval to move ahead with the detailed design for any or all lighting improvements, we will provide the following detailed lighting design services, in collaboration with a MDD/MRA determined Electrical Engineering firm (EEoR) in preparation of their permit and construction documents:

- Discuss the masterplan design with the Project's Electrical Engineer of Record (EEoR) for their incorporation of the requirements in the electrical system engineering
- Provide sketches, where required, to clarify the design and develop lighting details
- Work with the Electrical Engineer, to develop potential pedestrian, site, landscape and facade lighting design elements
- Issue progress lighting plans in AutoCad and PDF format for EEoR and MDD/MRA reviews
- Provide fixture specifications and specification sheets, which include fixture cutsheets
- Provide lighting control specifications and lighting control narrative
- Provide lighting calculations on site lighting plans for possible review by local agencies

- Work with the EEOB to incorporate the lighting control system design with the facilities electrical infrastructure. We expect the electrical engineer to produce branch circuiting, and panel schedules
- Provide final layout drawings in AutoCad and PDF format to Engineering team, and review and annotate Engineer's drawings to show modifications to lighting layouts and provide additional type and control designation. The engineer (EEOB) shall use these drawings in the preparation of their permit and final construction documents
- Provide input on nighttime design and lighting considerations for permit applications

1.4.5 Implementation and Construction Administration (CA)

Upon completion of final design we will assist MDD/MRA to review bids by GC/EC teams and help determine the most qualified team. We will then support the implementation and construction of the pedestrian lighting improvements, through ongoing engagement with the GC/EC teams and regular site visits to observe construction progress and field and questions on site. Our CA scope may include:

- Assist MDD/MR, where required, with the selection of appropriate bidders
- Provide one set of responses to RFIs from bidders for portions of the work related to lighting
- Provide one review of bids for conformance with our design intent, and make recommendations
- One round of value engineering (VE) to meet the project budgets
- Work with the EEOB to incorporate VE decisions and issue 100% conformed drawing set and specifications for construction (IFC)
- Attend construction progress meetings by phone, web conference or on site
- Respond to requests for information (RFIs)
- Review of shop drawings and construction updates
- Regular site visits during construction / luminaire installation to review progress and prepare punch lists, subject to the field-day limit of one (1) day / evening, per month
- Following formal notification of systems commissioning completion from the contractor, provide a site review observing system operations and to prepare punch lists
- Provide direction for onsite programming of light level scenes
- Provide direction for luminaire focusing
- Review Luminaire Owner Manuals and Warranties
- Call with contractor and commissioning agents to coordinate Owner training
- Attend Post Construction Owner Trainings

2. Clarifications / Additional Services

2.1 Value Engineering

We expect the project to be costed during Phasing Plan and Estimate of Probable Construction Costs (Phasing).

Our scope includes one (1) value engineering session once bidding contractors have evaluated the final design documents. We will support the VE efforts in order to meet the project budget in the event that the cost estimate indicates that the project is over budget. The value engineering session will be one (1) day in duration and changes agreed in the session will be incorporated in a subsequent conformance set drawing submissions in. Further value engineering work may be requested and will be performed as an additional service.

2.2 Custom Luminaire Design

Arup has experience developing custom luminaires for project specific requirements. We have also been engaged for expert review and guidance by lighting fixture manufacturers. As the design of custom fixtures can be an extensive effort, and the need for custom fixture design is not known at this time, custom fixture design is currently excluded from this scope of work. If the need for custom fixture design is identified, we will provide a proposal for design services based on the expectation of effort required.

2.3 Additional Lighting Services

In addition to the services described above, we can provide the following additional / lighting specialist services upon request. If any of these services are requested and authorized, we will provide them on a time basis at the billing rates given in this proposal, or on a mutually agreeable lump sum basis.

- Interior Architectural Lighting
- Interior emergency lighting design and exit signs
- Façade and Roof Top Garden Lighting
- Professional Renderings and computer visualizations
- Theatrical, broadcast, or event lighting design
- Daylighting design and/or analysis
- Microclimate analysis
- 3D/BIM documentation beyond the described AutoCAD documentation
- Re-design to account for unforeseen field conditions
- Value engineering and redesign to reduce project costs after IFC
- Site visits above and beyond the number of visits listed in this proposal

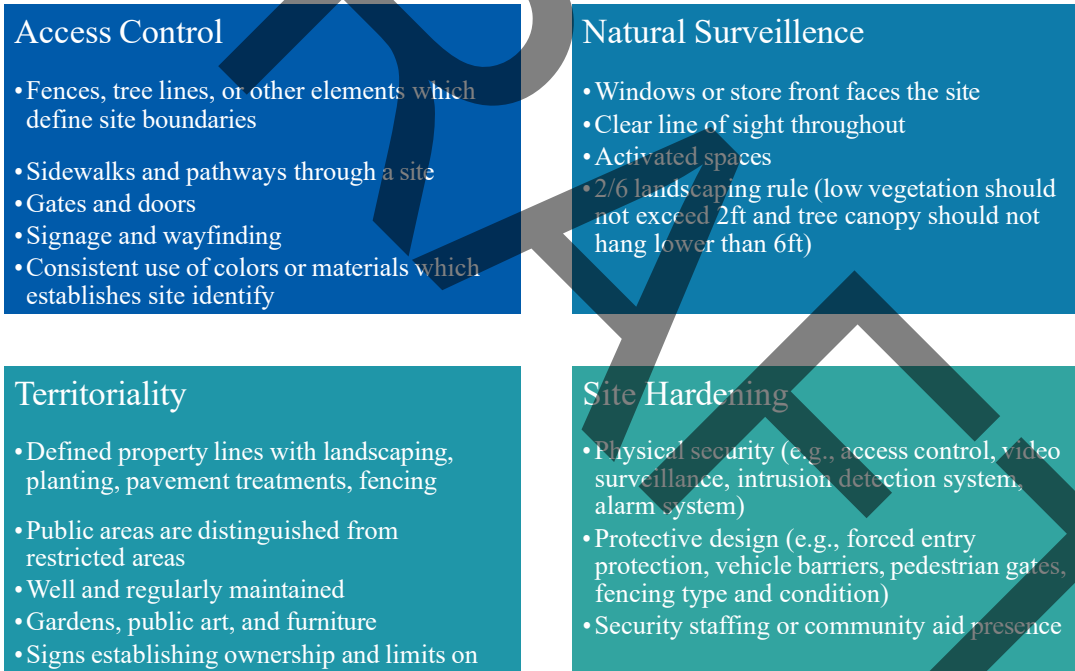
2.4 Additional Arup Services

While this proposal and our currently requested scope of work only include lighting design services, Arup can provide the following specialist services upon request:

2.4.1 Security Consulting Audit

Upon receipt of all available data, Arup could establish a baseline understanding of local threat context, and security countermeasures currently in place. Findings from the baseline study would inform the development of site visit objectives and collections plan. These would be used to facilitate efficient and productive site visits where data will be collected in a format and method that is in alignment with a project-specific security and lighting auditing framework.

The goal of the onsite audit would be to document existing physical and operational security measures for each location, conduct a CPTED, and collect observations of operational or physical vulnerabilities. A physical security and CPTED assessment would be conducted during the daytime, to collect observations and documentation of various CPTED elements. Some example elements are listed below.



We would then develop tailored security recommendations for Midtown Houston's streetscapes and public facilities. The measures would combine CPTED, physical, technological, and operational approaches based on Arup's decades of experience in building and infrastructure design, as well as our expertise in operational mitigation of security risks. Furthermore, in addition to integrating CPTED principles, we will prioritize site and facility recommendations which enable a quick and effective response for first responders. Utilizing operational input from law enforcement, first responders, and other emergency response stakeholders, our integrated approach to CPTED includes designing to accommodate response requirements.

3. Fee Proposal

For the scope of work described above, we propose the following fees per phase:

Service / Phase	1. NVA	2. Preliminary Masterplan	3. Final Masterplan	4. Phasing	5. CD	6. CA
Lighting	\$ 29,700	\$ 49,500	\$ 48,300	\$ 39,800	TBD	TBD

CD and CA phase fees will be provided upon agreement of project priorities and funding after phasing plan and cost estimates are completed.

Fees are in US Dollars and exclude any and all taxes or levies which would be in addition to our base fee. Fee does not include reimbursable expenses, which will be billed separately, see next section

We will invoice our fees monthly in equal instalments for the phase of work currently underway. Invoices will be shall be paid within 30 days or we will reserve the right to hold work. This proposal is valid for a period of 90days.

Payment of our fees shall not be dependent on our Client receiving funding from a third party.

We reserve the right to negotiate equitable fee increase if the project's schedule, size, scope, or construction budget change from that described in this document. In the event that the project design is placed on hold for a period of 30 days or more, a fee adjustment or mobilization payment may be required, pending a written confirmation from the Client.

4. Reimbursable expenses

Out of pocket expenses for phases 1.-3. may include:

- Hotel, travel, transport and meal expenses related to NVA and other site visits/meetings
- Printing, plotting and reproduction of documents, Messenger service, overnight mail
- Lighting mockup equipment expenses for community event
- Safet equipment and security escorts as needed for nighttime site visits

We suggest holding an expenses budget of **\$15,000**

5. Terms and Conditions

Our standard terms and conditions, versions AFL-01A, are appended to this proposal and form an integral part of our agreement to provide services. The terms and conditions and this proposal shall constitute the entire agreement unless another contract is expressly agreed to in writing by all parties concerned.

6. Agreement

If you are in agreement with our proposal, please sign below and return a copy to us as our authorization to proceed.

Midtown Management District (MMD) (Client)

Sign and date to authorize scope and fee per phase:

1. NVA \$ 29,700	
2. Preliminary Masterplan \$ 49,500	
3. Final Masterplan \$ 48,300	
4. Phasing \$ 39,800	

Standard Terms and Conditions

Version: AFL-01A

May 2025	Midtown Management District (MMD)	Arup US, Inc.	Midtown Redevelopment Authority (MRA)	Midtown Houston Lighting
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Date	Client Entity ("Client")	Arup Entity ("Arup")	Owner Entity ("Owner")	Project Title ("Project")	Exhibits
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1. EXTENT OF AGREEMENT: These terms and conditions are hereinafter referred to as the "Agreement" and supplement and govern all aspects of the obligations and liabilities between Arup and the Client relating to the Project. Unless otherwise expressly defined, the terms used in this document have the same meaning as terms in the engineering proposal ("Engineering Proposal") which this document may supplement. This Agreement shall control and supersede all prior or simultaneous negotiations, representations and agreements, either written or oral including separate agreements between the Client and an Owner or other party if applicable. In the event that this Agreement is not fully executed, it shall nonetheless be effective and controlling to the parties so long as Arup has provided same to the Client.

2. DEFINITIONS:

2.1. The term "Instruments of Service" means the plans, specifications, reports, opinions, letters and or other deliverables prepared by or for Arup, in any medium, including graphic and pictorial representations, which relate to its professional services for the Project and shall include but not be limited to engineering designs, details, schedules, diagrams and written descriptions which set forth the design intent of the Project. If the Instruments of Service are a report, it is understood by the Client that it is intended for and may be relied upon only by the Client and other expressly identified project stakeholders. Arup shall be entitled to rely on the completeness and accuracy of services, information and documents furnished by or on behalf of Client.

2.2. The term "Work" means the construction and services, supplies, labor, equipment, materials, components, or assemblies related to or required for the construction of the Project by a contractor and other construction specialists. The Work may constitute the whole or a part of the Project, whether completed or partially completed.

2.3. The term "Record Documents" means documents that are provided to the Owner at the completion of the construction contract, recording changes from Construction Documents made during construction such as drawings, specifications, addenda, change orders and other modifications, approved shop drawings, product data, samples, and similar submittals.

2.4. The term "Standard of Care" shall mean the standard under which Arup's services shall be evaluated which shall be in accordance with current, accepted professional engineering practice appropriate for the size, complexity, schedule, and other characteristics of the Project in the jurisdiction where the Project is located.

3. ARUP'S RESPONSIBILITIES: Arup shall prepare the Instruments of Service in a manner consistent with the Standard of Care and shall only be liable for negligent errors and omissions which fall below that standard. Any error in the Instruments of Service, whether or not in violation of the Standard of Care, shall be promptly corrected by Arup without charge to Client for the effort in effectuating same upon discovery by, or notice to, Arup. Client and Arup agree that the Instruments of Service, while consistent with the Standard of Care as defined above, may contain errors, omissions, and inconsistencies (collectively "Errors") at the time they are provided to the Client. If the Errors do not increase the Project cost by more than five percent (5%), Client releases Arup from liability for increase in the Project cost in connection with the Errors. This release does not limit Arup's liability for increases beyond five percent (5%) in the event the Instruments of Service are not prepared in a manner consistent with the Standard of Care.

4. CLIENT'S RESPONSIBILITIES: The Client shall provide the following: (1) Full information identifying its requirements for and limitations on the Project. (2) A representative authorized to act on the Client's behalf with respect to the Project who shall render decisions in a timely manner pertaining to all requests and/or documents submitted by Arup. (3) A periodic update to the budget for the Project with the understanding that same shall not be materially changed and shall not significantly increase or decrease the portion allocated for the services set forth in the Engineering Proposal without the agreement of Arup as to whether the change will require a corresponding change in the Project scope and quality. (4) Tests, inspections and reports required by law or the Agreement, including, but not limited to, chemical tests and tests for hazardous materials. (5) All legal, insurance and accounting services, including auditing services that Client determines necessary to address its needs and interests relating to the Project. (6) All fees necessary for securing the approval of authorities having jurisdiction over the Project. (7) Prompt written notice to Arup if the Client becomes aware of any Arup fault or defect on the Project. (8) Recognition that there will be changes and additions to engineering drawings during construction as a result of field conditions or unanticipated developments and that Client shall establish a design and construction contingency fund after discussion with Arup to cover additional costs which may result from such changes and additions. (9) If applicable the Client shall review and approve submissions for each phase of the work in a timely manner and shall authorize Arup in writing to proceed with each succeeding phase. The Client shall provide written notice of any known inconsistencies in Arup's services expeditiously after discovery.

5. ADDITIONAL SERVICES: Arup's fee was determined based on expected time and effort to complete its scope of services as defined in the Engineering Proposal for the Project and with the construction cost and construction schedule contemplated in the original budget and schedule. It is understood and acknowledged by the Client and/or the Owner that Arup shall be entitled to an equitable adjustment of its fees so that the percentages of its fee to construction cost remain constant if the design or construction schedule is lengthened beyond the original schedule or if the construction cost or project budget is increased beyond five percent (5%). Except to the extent caused by a negligent error or omission, if the Client requests that Arup perform any of the following services (the "Additional Services"), the Client shall provide Arup with additional compensation equal to Arup's hours expended at Arup's standard hourly rates. Arup's hourly rates are subject to annual adjustment in accordance with Arup's standard practice. In the alternative, the Client and Arup may agree on stipulated sum fees for specific Additional Services. In no event shall Arup be compelled or required to perform what it deems in its reasonable professional judgment to be an Additional Service unless and until the Client and/or Owner provides the appropriate written change order.

5.1. PRIOR TO ISSUANCE OF CONSTRUCTION DOCUMENTS: It shall be an Additional Service if Arup is requested to make any revisions in the Instruments of Service when such revisions are: (1) inconsistent with approvals or instructions previously given by the Client; (2) required because of changes in the Project including, size, quality, complexity, the Client's schedule, the Client's budget, or the method of bidding or negotiating and contracting for construction; (3) required due to errors or omissions in the services of any other Consultant working for the Owner; (4) required by the enactment or revisions to codes, laws or regulations subsequent to the preparation of such documents; (5) due to changes required as a result of the Client's failure to render decisions in a timely manner; or (6) required to reduce the cost of the Project to comply with previous cost estimates or Project budgets, including value engineering. If this project is located outside of the United States or Canada, any and all costs associated with corporate or personal registrations and/or business permits has been excluded and will be charged as an additional sum at cost to the Client.

5.2. AFTER THE ISSUANCE OF CONSTRUCTION DOCUMENTS: All of the following activities after the issuance of construction documents shall be considered Additional Services: (1) preparing any changes to the Instruments of Service or preparing other documentation, analysis and supporting data, evaluating contractors' proposals, and providing other services in connection with change orders and construction change or extra work directives; (2) providing services in connection with evaluating substitutions or alternates proposed by a contractor, the Client or others; (3) providing services made necessary by the default or termination of a contractor, by defects or deficiencies in the construction of the Project or by the failure of performance on the part of the Client, any contractor or others performing services or Work in connection with the Project; (4) providing services in connection with claims submitted by any contractor or others performing services or providing Work on the Project; (5) providing services in connection with the preparation for legal proceedings or attendance at public hearings or other meetings (6) providing services when submittals are reviewed prior to receiving a submittal schedule, reviewing submittals out of sequence, or if more than two reviews are required of any submittal (7) providing services in responding to unnecessary, excessive or unreasonable requests for information submitted by the Client, any contractor or others who are performing Work or supplying materials in connection with the Project; (8) providing services in excess of one punch list compilation for each area or component of the Project and one review of the punch list items for completion; (9) providing any services requested by the Client after the earlier of the issuance of the final Certificate for Payment or sixty (60) days after Substantial Completion was originally scheduled; (10) providing services that are not customarily provided by an engineer as basic services on projects of similar size, complexity and scope as the Project and which have not been set forth as Basic or Additional Services in this Agreement; (11) providing "fast track" services; or (12) segregating bidding packages for pricing and award of contracts for the construction of the Project. (13) providing Record Drawings (as defined in Article 7.5)

6. LIMITATIONS OF LIABILITY:

6.1. AGGREGATE LIMITS: TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AND ARUP EACH WAIVE ANY RIGHT TO CONSEQUENTIAL, LIQUIDATED OR INCIDENTAL DAMAGES AND AGREE THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF ARUP AND ARUP'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND INDEPENDENT PROFESSIONAL ASSOCIATES OR ENGINEERS, AND ANY OF THEM, TO THE CLIENT AND ANY ONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, SPECIFICALLY INCLUDING ANY THIRD PARTY BENEFICIARIES OR INDEMNIFIED PARTIES, FOR ANY AND ALL INJURIES, CLAIMS LOSSES, EXPENSES, OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO ARUP'S SERVICES, THE PROJECT OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION, OR BREACH OF WARRANTY OF ARUP OR ARUP'S OFFICERS, DIRECTOR, EMPLOYEES, AGENTS OR INDEPENDENT PROFESSIONAL ASSOCIATES OR ENGINEERS, OR ANY OF THEM, SHALL NOT EXCEED THE LESSER OF THE TOTAL COMPENSATION RECEIVED BY ARUP FOR THE SPECIFIC WORK PERFORMED RESULTING IN CLIENT'S DAMAGES OR THE LIMITS OF THE AVAILABLE INSURANCE COVERAGE SPECIFICALLY IDENTIFIED AND REQUIRED BY THE CLIENT FOR THIS PROJECT AT THE TIME OF JUDGMENT.

6.2. WARRANTIES/GUARANTEES: Arup makes no express or implied warranty or guaranty of any sort. All warranties and guarantees, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

6.3. NO THIRD PARTIES: Services provided by Arup herein are solely for the benefit of the Client and nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party.

7. RESPONSIBILITY FOR CONSTRUCTION OF PROJECT

7.1. INSTRUMENTS OF SERVICE: The Instruments of Service are not a substitute for the shop drawings and other submittals which will be used to actually construct the Project. Nothing in the Agreement shall create or be deemed to create any duty upon Arup to supervise the construction means and methods and/or safety procedures of any contractor, subcontractor, or their employees or agents, or any other person or party. Arup shall not incur any liability as a result of the acts, omissions, or failure to properly perform of any contractor, subcontractor, or their employees or agents, or any other person or party.

7.2. REVIEW SERVICES: Observation or review services performed by Arup pursuant to the Agreement, whether of material or work and whether performed prior to, during or after completion of construction, are performed solely for the purpose of attempting to determine general conformity of the work performed by others with the design intent of contract plans and specifications. Although Arup will follow standard industry practices and procedures, as appropriate under the circumstances, Arup may nevertheless fail to detect non-conformances. In the absence of gross negligence, and without affecting other limitations herein, Arup shall not be liable to the Client for the economic or other consequences stemming from such undetected non-conformances or their subsequent correction. It is agreed that the professional services of Arup do not extend to or include the review or site observation of a contractors' work or performance. Arup has no responsibility to reject or stop work of any employee or agent of Client.

7.3. RESPONSIBILITY FOR CONSTRUCTION COSTS: Arup is not responsible for the actual construction of the Project and shall not be deemed to have a duty of means and methods. Upon the request of the Client, Arup shall review and comment on any proposed Project construction budget or estimates of construction costs prepared by or for the Client. The Client acknowledges Arup is not responsible for (1) cost increases due to the timing of a contractors' buy-outs for the Project; (2) the cost of labor, materials or equipment; (3) Contractors' methods of determining bid prices; (4) competitive bidding, market or negotiating conditions; (5) contractors', fabricators' or suppliers' failure to meet Project schedules; or (6) the quality of construction work or the materials supplied for the Project. Accordingly, Arup makes no representation that bids or negotiated prices will not vary from the Client's Project construction budget or from any estimate of construction costs reviewed by Arup. The Client further agrees that Arup shall have no liability for actual construction costs exceeding the Project construction budget or prior cost estimates. If the Client requests that Arup provide redesign services to reduce construction costs, Arup shall be compensated for such redesign efforts as Additional Services, provided that such redesign efforts were not required due to a negligent error, inconsistency or omission in the Instruments of Service.

7.4. RESPONSIBILITY FOR PROJECT SCHEDULE: Arup is responsible for meeting the milestone dates set forth in a schedule of design deliverables that it agrees to and are incorporated in to the Client's Project Schedule. However, if Arup is delayed or disrupted in performing its services or its ability to meet any of its specific milestone dates is adversely affected in either case by the actions of the Client, construction manager, any contractor or others, or for reasons beyond Arup's reasonable control (including without limitation a Force Majeure Event), then: (1) Arup's liability for missing any milestone dates shall be reduced to the extent the delay is caused by the actions or failure to act of others or for reasons beyond Arup's control, (2) the time for performance of Arup's services shall be equitably adjusted, and (3) Arup shall be compensated for any additional resources employed as an Additional Service.

7.5. RECORD DOCUMENTS: The Client acknowledges that Arup is generally not responsible for the production or modification of Record Documents as it is a contractor's sole responsibility, who through its superintendent, is constantly present at the site, in control of operations, and involved in all details of construction. Should Arup be requested to prepare or modify Record Documents, the Client understands the limitations of the Record Documents and acknowledges and agrees that Arup has not verified the accuracy or completeness of the information on which the Record Documents are based and agrees to indemnify and release Arup for any liability for any errors or omissions that may be incorporated therein.

7.6. ACCELERATED PROJECT DELIVERY OR FAST TRACK: In the event the Client chooses to take advantage of the potential time and cost savings benefits of an accelerated project delivery or fast-track process, the Client acknowledges that it has been advised that the Project will be affected. Some of the effects of either process include the necessity of making early or premature commitments to design decisions and the issuance of incomplete and uncoordinated construction documents for permitting, bidding, and construction purposes. The Client acknowledges that the Project, if developed on either basis, will likely require associated coordination, design, and redesign of parts of the Project after construction documents are issued and the construction contract is executed, and may require removal of work-in-place, all of which events may cause an increase in the Cost of the Work and/or an extension of the Project construction schedule. Therefore, the Client acknowledges the necessity of including sufficient contingencies in the budget for the Cost of the Work to account for additional costs and construction schedule extensions arising from either process.

7.7. ELECTRONIC FILES: If requested, Arup shall provide the Client with the Instruments of Service in electronic form. However the Client recognizes that the use of electronic media such as CADD formats may subject them to tampering, and modifications by parties over whom Arup has no control and which may result in discrepancies and translation errors stemming from differences in computer software, hardware and equipment-related problems, disc malfunctions and user error. The Client releases Arup from any claims as a result of differences between Arup's filed hard copy and the electronic form of the Instruments of Service if applicable. For

each recipient to whom the Client provides the Instruments of Service in electronic form or to whom Arup provides the Instruments of Service in electronic form at the Client's request or under this Agreement, the Client agrees to defend, indemnify and hold harmless Arup from all claims, causes of action, suits, demands, and damages, arising from any differences between the filed hard copy and the electronic form of the Instruments of Service.

7.8. HAZARDOUS MATERIALS: Arup's services do not include services related to detection, reporting, permitting, analysis, or abatement of asbestos, hazardous or toxic materials including molds and fungus (collectively "hazardous materials") at the Project site. In the event Arup or any other party encounters hazardous materials at the jobsite, or should it become known in any way that hazardous materials may be present at the jobsite or any adjacent areas that may affect the performance of Arup's services, Arup may, without liability for consequential or any other damages, suspend performance of services on the Project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the hazardous materials and warrant that the jobsite complies with applicable laws and regulations. To the fullest extent permitted by law, the Client shall defend, indemnify and Hold Harmless Arup, its officers, directors, shareholders, partners, principals, agents, employees, consultants, successors, and assigns from and against all liability, loss, damages, costs, and expenses, including attorneys' fees and disbursements, which any of them may at any time sustain or incur by reason of any demands, claims, causes of action or legal proceedings arising out of or in connection with asbestos, hazardous or toxic materials on the Project site.

7.9. LEED: The LEED Green Building Rating system or similar environmental guidelines ("LEED") utilizes certain design, construction and usage criteria in order to promote environmentally friendly buildings. The Client and/or Owner acknowledges and understands that LEED is subject to interpretation, and achieving levels of compliance involves factors beyond the control of Arup, including, but not limited to, the end use, operation and maintenance of the completed Project. In addressing LEED, Arup shall use the Standard of Care in performing its services, in interpreting LEED and designing in accordance with LEED. However, Arup does not warrant or represent that the Project will actually achieve LEED certification or realize any particular energy savings. Arup shall not be responsible for any environmental or energy issues arising out of the end use and operation of the completed Project.

8. INDEMNIFICATION:

8.1. ARUP INDEMNIFICATION OF CLIENT: Arup shall indemnify the Client and its officers, employees and successors from and against all third party damages, losses, and judgments, including reasonable attorney's fees and expenses to the extent they result from Arup's negligent acts or negligent omissions in the preparation of the Instruments of Service and for patent, copyright or trademark infringement attributable to Arup's services. The Client acknowledges and agrees that Arup shall have no affirmative duty to provide a defense for the Client or any other party in connection with indemnified claims and that Arup's responsibility for reimbursement of any reasonable legal fees of the indemnified parties shall be conditioned upon a finding against Arup of negligence by a court of competent jurisdiction and then only to the extent there is a clear nexus between the costs and the negligent act. The Client further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, partner, principal, or employee of Arup shall have personal liability under this Indemnification provision, under any provision of the Agreement or for any matter in connection with the professional services provided in connection with the Project.

8.2. CLIENT INDEMNIFICATION OF ARUP: The Client assumes liability for and agrees to indemnify and hold harmless Arup, its consultants, and their respective officers, directors, shareholders, partners, principals, employees, and successors from and against all damages, losses and judgments, including reasonable attorney's fees and expenses, to the extent they arise from or are alleged to arise from an act or omission of the Client, its agents, employees, consultants, contractors or construction manager (collectively for this indemnity "Client Entity"). The provisions of this section shall extend for all time notwithstanding the termination or expiration of the Agreement.

9. INSURANCE COVERAGES:

9.1. All deductibles and premiums associated with the below coverages except a project-specific policy of professional liability insurance shall be the responsibility of Arup. The use of umbrella or excess liability insurance to achieve the above required liability limits is permitted, provided that such umbrella or excess insurance results in the same type and amounts of coverage as required under the required individual policies identified below. Arup shall upon request provide to the Client certificates of insurance evidencing compliance with the insurance requirements.

9.2. MINIMUM AMOUNT OF COVERAGE: Arup shall maintain the following **minimum** amounts of insurance during the term of this Agreement.

Type	Coverage
Workmen's Compensation	Statutory
Employer's Liability	\$ 100,000
Commercial General (Bodily Injury/Property Damage)	\$ 500,000
Automobile Liability	\$ 500,000
Professional Liability	\$ 1,000,000
Umbrella Liability	\$ 1,000,000

9.3. PROJECT POLICIES: If the Client chooses to acquire a policy of professional liability insurance for the Project, then the Client agrees that it will pay the cost of the project policy and that Arup must agree on the limits of coverage, parties covered, deductible required and length of the policy period after substantial completion of the services.

10. OWNERSHIP AND USE OF INSTRUMENTS OF SERVICE: Arup is the author of the Instruments of Service and shall retain all common law, statutory and other rights, including copyrights. Provided Arup is fully compensated for its services and expenses on the Project, the Instruments of Service shall be made available to be used for construction of the Project and for operation, modification and maintenance of the Project following its completion. In the event any software and/or digital models (collectively referred to as "Digital IP") is created by or on behalf of Arup in relation to the Project, Arup grants to Client a non-exclusive license to use the Digital IP for the sole purpose of completing the Project provided that Arup is fully compensated for its services and expenses on the Project. Unless otherwise agreed, Client shall not be entitled to make multiple copies of the Digital IP, permit use by multiple users of the Digital IP, and/or use the Digital IP for purposes other than the completion of the Project. Arup shall have a non-exclusive, irrevocable, royalty-free license to use any data or information supplied to it in connection with the Project (excluding personal data as defined under applicable data privacy legislation) for the purpose of improving its internal processes and project delivery. Where any data or information generated during the course of Arup's services is held within an externally-hosted data storage system, project extranet or similar hosted or controlled by the Client, the Client shall at any time up to 12 months from practical completion of the Project provide to Arup (or procure from a third party) access to all such data and information. The Client agrees that Arup will not have any liability to the Client for any revision or addition to, alteration or deviation from the Instruments of Service occurring subsequent to Arup's completion of services under the Agreement or earlier termination in accordance with the Agreement. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless Arup, its officers, directors, shareholders, partners, principals, agents, employees, consultants, successors, and assigns from and against all liability, loss, damages, costs, and expenses, including attorneys' fees and disbursements, which any of them may at any time sustain or incur by reason of any revision or addition to, misuse of or deviation from the Instruments of Service occurring subsequent to Arup's completion of services under or the earlier termination of this Agreement by or on behalf of the Client. Client acknowledges Arup's right to include photographic or artistic representations of the design of the Project among its promotional and educational materials including Arup's website or elsewhere. If the Client publicizes the Project and credits other designers, it shall give Arup credit as appropriate and in accordance with industry standards.

11. TERMINATION AND SUSPENSION: Except as otherwise provided in this section, this Agreement may be terminated by either party upon not less than thirty (30) calendar days' written notice for convenience or should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the thirty (30) calendar day notice period or fails to commence action to cure its default when the cure cannot reasonably be completed within thirty (30) days, the termination shall take effect without further notice. Upon a suspension of services by the Client or termination for convenience, Arup shall be paid for all fees and expenses for services performed through the date of the suspension / termination plus demobilization expenses. In the event of a suspension of services or a termination, Arup shall have no liability for any delay or damage caused because of such

suspension/termination of services. Upon the resumption of Arup's services, Arup's fee shall be equitably adjusted and Arup shall be reimbursed for all expenses incurred as a result of the suspension. If the Client's suspension of Arup's services continues for more than ninety (90) calendar days, Arup may terminate this Agreement upon seven (7) calendar days' written notice to the Client.

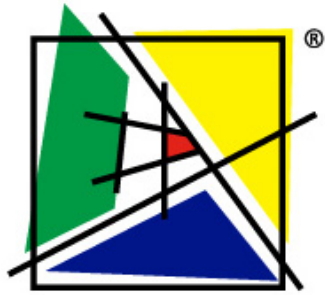
12. PAYMENT PROVISION: Invoices shall be submitted monthly and payments are due within 30 days. All monies secured by the Client by its client to pay for Arup's services identified herein shall be deemed to be held in trust for Arup. Payment of Arup's fees shall not be dependent on Client receiving funding from a third party. In the event of a dispute pursuant to the services rendered hereunder, the Client shall not have the right to set off any payments due or owing to Arup. Payments due Arup and which remain unpaid shall bear interest 30 days from the date of the invoice at the rate of one and a half percent (1.5%) cumulatively per month or the maximum amount permitted by law. Arup is entitled to recover any and all legal fees and any other costs expended if it becomes necessary to pursue legal actions to collect fees due hereunder. Client expressly acknowledges that Arup shall be entitled to a judgment for its attorney fees and court costs attributable to the collection of its fees which are ultimately adjudicated/arbitrated to be rightfully due and owing. Failure of the Client to make payments to Arup in accordance with this Agreement shall be considered substantial non-performance and grounds for Arup to terminate the Agreement or suspend its services without liability for delay. Arup's full payment pursuant to this section shall be a condition precedent for its obligation of performance. Reimbursable Expenses will be billed at cost plus ten percent (10%). Reimbursable Expenses include the actual expenses incurred directly or indirectly in connection with the Project such as those for travel (including transportation and associated expenses); toll telephone calls; reproduction of Project-related documents, reproduction of drawings; filing and permit fees; delivery, express and courier services; and film and processing. Back up, including receipts, will not be provided unless specifically requested by Client at the outset and only for expenses in excess of one hundred dollars. This fee is in addition to the budget. The Client shall pay all taxes (including any goods or services tax, or any equivalent thereof) or government charges payable in respect of the services and all fees are stated exclusive of such taxes and net of any non US withholding taxes. Client shall take special care to review the email and domain when it receives invoices to confirm that they are genuine and not a cyber attack, such as phishing, pharming, etc, failure of hardware, software, human error, etc and Client assumes all risk with no right of set-off or credit for an incident not the fault of Arup. To assist Client in fraud prevention, we have initiated a Digital Signature /Certificate to allow Client to ensure the emails they receive from us originate within the Arup network.

13. NO SOLICITATION OF EMPLOYEES: The Client agrees and acknowledges that it will not, directly or indirectly, solicit or hire any employee of Arup or induce any Arup employee to terminate his or her employment with Arup without the express written consent of Arup. Recognizing that Arup has expended a substantial investment in recruitment, advertisement, testing, and training of their personnel, the Client agrees that if it violates this clause and hires an Arup employee within one year of the completion of the Project, it shall pay Arup for each employee thus hired, the amount of one (1) year's salary, at the last level of annual remuneration that employee received from Arup.

14. DISPUTE RESOLUTION: In mutual recognition of the negative consequences associated with disputes both in terms of lost time and expense to all parties, the Client and Arup agree to settle their disputes by good-faith mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any court or related legal filing fees equally. The mediation shall be held in the state and locality of the primary Arup office performing the work, unless another location is mutually agreed upon. In the event that the matter cannot be resolved through (or is not appropriate for) negotiation or mediation, the dispute shall be submitted for determination in the applicable courts of the state or territory where the primary Arup office performing the work is located and this Agreement shall be subject to and construed in accordance with the laws of that state or territory. The Client shall not assert any claim against Arup more than three (3) years after the date of the substantial completion of the Project.

15. FORCE MAJEURE: Neither the Client nor Arup shall be held accountable or penalized under the terms of this Agreement for the failure to perform which is occasioned by a Force Majeure Event, which shall mean an event or circumstance which is (1) beyond a Party's reasonable control, (2) the affected Party could not have reasonably avoided or overcome, and (3) which is not substantially attributable to the other Party. Force Majeure Events may include, without limitation, war, invasion, act of terror, strike (but not strikes or disputes unique to a Party), riot or other public disorder, intervening Act of God, natural disaster, hurricane force winds, tornadoes, disease outbreak, epidemic or pandemic, or other declaration of public health emergency, quarantine restriction.

16. NOTICES/MODIFICATION / ASSIGNMENT: Any and all notices or other communications required by this Agreement or by law to be served on, given to, or delivered to either party, shall be in writing and shall be deemed received when personally delivered to the party to whom it is addressed, project manager, or in lieu of such personal service, upon receipt of telegraphic, facsimile or electronic notice or three (3) days after deposit in the United States mail, first-class, postage prepaid. The Agreement may be amended only by written modification executed by both parties and neither obligations relating to this Agreement or claims arising there from may be assigned without the written permission of the non-assigning party. However, Client agrees that Arup may upon written notice to Client assign all or any part of its rights and obligations under this Agreement to an affiliated or related entity.



midtown
H O U S T O N

FIFA WORLD CUP 2026



Green Corridor – Innovation

November 2025

Green Corridor Overview

- Corridor connecting NRG Stadium, Downtown, and EaDo as a model of sustainable infrastructure, showcasing the best of Houston, and leveraging the 2026 World Cup to create lasting environmental and social benefits
- The Green Corridor initiatives center on enhancing visitor experience and demonstrating the city's resilience and innovation
- Celebrate Houston's story!
 - From parks and green spaces to energy and innovation
 - Houston is the future – let's show it
- Connect people across key venues
 - With accessible routes and wayfinding
 - Safely and securely
- Mitigate heat and enhance public spaces
 - Shade, cooling features, and nature-based solutions
 - Coordinated programming
- Foster environmental awareness
 - Learning opportunities around Houston's unique natural ecosystems, biodiversity, and innovation.
 - Showcasing our culture, art, and history



Develop an external-facing storytelling map, showcasing:

- FWC26 Sites
 - Event routes, venues
 - Critical healthcare, emergency, safety, and security points
- Sustainable Transit
 - Bike lanes and multiuse trails
 - Pedestrian corridors
 - Metro stops and key bus lines
- Resilience Demonstrations
 - Parks, green spaces, and urban farms
 - Prairies, wetlands, urban forests, and other ecosystem habitat and demonstration sites
- Innovation Demonstrations
 - Energy, circularity, and other innovation sites
 - University network (UHD, UH, TSU, Rice)

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purple/green line + pedestrian corridors to Fair Festival, and Fair Festival to Columbia Tap Trail to Brays Bayou to TMC Transit Center

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 - University network (UHD, UH, TSU, Rice)
- purple/green line + pedestrian corridors to Fair Festival, and Fair Festival to Columbia Tap Trail to Brays Bayou to TMC Transit Center*
-



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The Experience

Elements

- Cooling and Heat Mitigation: Clearly marked areas offering shade, water, and cooling.
- Resilient Infrastructure: Native planting, species conservation, tree canopy, innovation, sustainable energy, and last mile waste and circularity strategies.
- Learning Moments: Engaging and accessible information about adjacent “green” projects, highlighting Houston’s parks, history and culture, innovation centers, local ecosystems, and multimodal transportation options. These moments help tell Houston’s story.
- Connectivity and Wayfinding: Clear signage and digital map guiding visitors along the corridor, to key venues, and to the various sustainability features.

Example Improvements

- Mini murals and student art displays
- Nature inspired seating and sensory areas
- Bike repair station and e-bike charging
- Native grass, pollinator gardens, and/or bioswales and rain gardens
- Water and shade
- Renewable energy or circularity innovation demonstrations

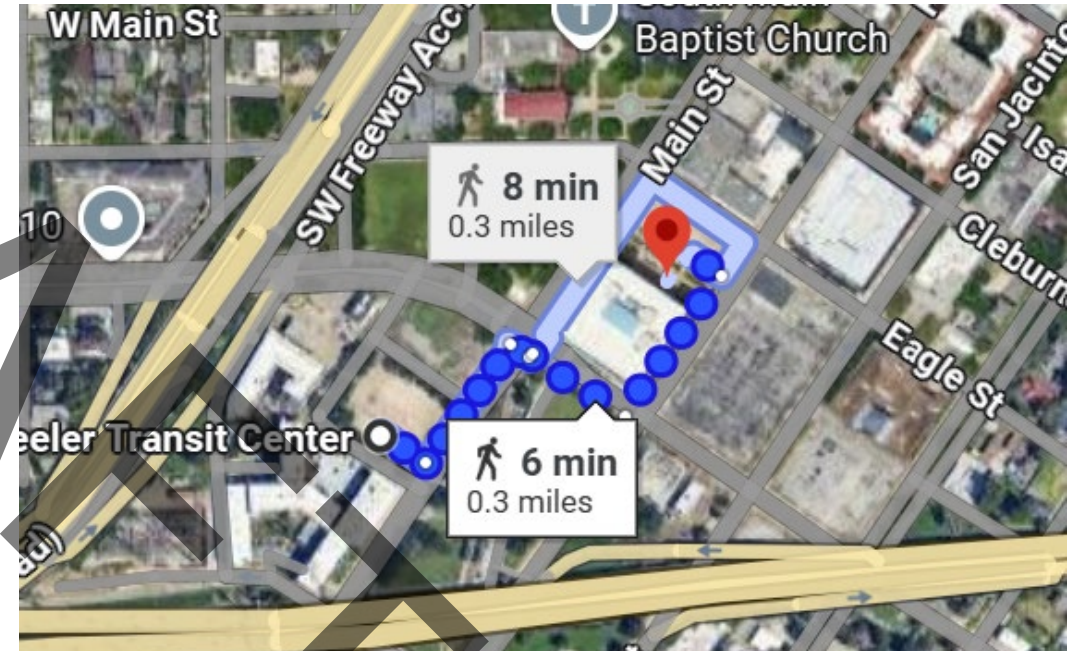
Midtown Innovation Corridor

The Opportunity: Develop an innovation corridor from Wheeler Metro Rail Station to The Ion and Greentown Labs to highlight the ION District and Midtown's leadership on resilience.

- Cooling and Heat Mitigation
 - Tree canopy improvements
 - Native planting
 - Potential: Water station innovations
 - Potential: Startup pilots of cool coatings & shade structures
- Low Carbon Energy & Transportation
 - Solar towers and charging stations
 - Upcycled structures (e.g. recycled wind turbine bench / shade structure)
 - Bike rack & repair station
 - Crosswalk improvements
- Learning Moments & Wayfinding
 - Digital kiosk
 - Mini murals, carbon absorbing paint, and art that tells Houston's innovation story
 - Innovation activation during World Cup at The Ion / Greentown Labs

Collaboration Opportunities

- Stakeholders Engaged
 - Midtown Redevelopment Authority / TIRZ
 - Midtown Management District
 - Rice Real Estate Company / The Ion
 - Greentown Labs
 - Metro
 - Trees for Houston
 - Bike Houston



Sustainability **ENGAGEMENT** World Cup **HOUSTON**

Elizabeth Carlson, Chair, Sustainability Sub-Committee
ecarlson@fwc26houston.com



Mr. Marlon Marshall
Midtown Redevelopment
Authority
410 Pierce Street, Suite 355
Houston, TX 77002

Date: 7 November 2025
Additional Services Proposal 1 – Renewal of Work Order 1A On Call Services
MT-HOU Work Order 1A On Call Services

Dear Marlon,

Per recent conversations and emails with you, OJB is submitting a request for additional services to cover time associated with Work Order 1A On Call Services This Additional Services Proposal request covers the following scope items:

- General landscape architecture services for conceptual design
- General parks and open space governance, operations, programming, activation and revenue generation
- Preparation or assistance with CIP projects as requested
- Preparation of related presentation materials for board meetings as requested

TOTAL ADDITIONAL SERVICE AMOUNT \$ 49,135

The Original Contract Value was	\$ 92,900
Sum of changes by prior approved Additional Services	\$ 92,900
The Contract Value prior to this Additional Service was	\$ 185,800
The Contract Value will be changed by this Additional Service in the amount of	\$ 49,135
The new Contract Value including this Additional Service will be	\$ 234,935

This Additional Services Proposal applies to the Agreement between The Office of James Burnett, Inc. ("OJB") and Midtown Redevelopment Authority ("Client") dated 1 October 2021 (the "Agreement"). All terms of the Agreement shall remain in full force and effect and shall govern the performance of and payment for any work authorized herein, unless expressly stipulated below. This authorizes OJB to proceed with providing the following services in relation to the above referenced project. Costs associated with the work identified herein shall not exceed the amounts stipulated below without prior written approval from Client.

This Additional Service will be amended to the Agreement after it has been fully executed by both parties.

Dallas
TEXAS

Boston
MASSACHUSETTS

San Diego
CALIFORNIA

Philadelphia
PENNSYLVANIA

Houston
TEXAS

Denver
COLORADO

THE OFFICE OF JAMES BURNETT, INC.
dba OJB LANDSCAPE ARCHITECTURE

CLIENT
Midtown Redevelopment Authority

Name Tara Green

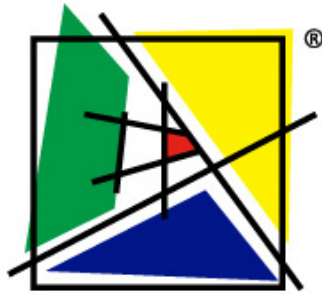
Title Principal

Date 7 November 2025

Name

Title

Date



midtown
H O U S T O N

**Development Agreement with
Pearl Residences at Midtown
Owner, LLC**

DEVELOPMENT AGREEMENT

Between

MIDTOWN REDEVELOPMENT AUTHORITY

and

PEARL RESIDENCES AT MIDTOWN OWNER, LLC

Dated as of the Effective Date

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Exhibit A - Pearl Residences at Midtown Development Property Description & Depiction
Exhibit B-1 – Rosalie Street Improvements
Exhibit B-2 – ROW Improvements
Exhibit C – Insurance, Release and Indemnification Requirements
Exhibit D – Form of Final Completion Certificate
Exhibit E – Form of Certificate of Advance
Exhibit F – Form of Final Certificate of Advance
Exhibit G – Form of Maintenance Agreement

DEVELOPMENT AGREEMENT

This Development Agreement ("**Agreement**") is made as of the Effective Date (hereafter defined) by and among the MIDTOWN REDEVELOPMENT AUTHORITY ("**Midtown Authority**" or "**Midtown**"), a public non-profit local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code, and authorized and approved by the City under Resolution No. 95-96 adopted on June 28, 1995, acting by and through its governing body, the Board of Directors (the "**Midtown Board**") and acting on behalf of REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS ("**Midtown Zone**"), a tax increment reinvestment zone created by the City of Houston, Texas ("**City**") pursuant to Chapter 311 of the Texas Tax Code, as amended, acting by and through its governing body, the Board of Directors (the "**Midtown Zone Board**"), and PEARL RESIDENCES AT MIDTOWN OWNER, LLC, a Delaware limited liability company ("**Developer**").

RECITALS

By Ordinance No. 94-1345, the City Council of the City created the Midtown Zone pursuant to Chapter 311, Texas Tax Code, as amended, approved a preliminary Project Plan and preliminary Financing Plan, and appointed its Board of Directors.

By Resolution No. 95-96, adopted on June 28, 1995 by the City Council of the City, the City authorized the creation of the Midtown Authority to aid, assist and act on behalf of the City in the performance of the City's governmental and proprietary functions with respect to the common good and general welfare of the midtown area and neighboring areas as described in Ordinance No. 94-1345.

By Ordinance Nos. 95-1322, 1999-849 and 2009-1396, adopted on December 13, 1995, August 11, 1999 and December 29, 2009, respectively, the City Council of the City, approved the annexation of additional property into the boundaries of the Midtown Zone.

The City, the Midtown Zone and the Midtown Authority have entered into that certain Agreement dated March 15, 1996, and approved pursuant to Ordinance No. 96-389, as amended by Ordinance Nos. 97-1540, 98-301 and 2000-494 (as amended, the "**Midtown Agreement**"), pursuant to which the City delegated to the Midtown Authority the power and authority to administer the Midtown Zone including, but not limited to, the power to engage in activities relating to the acquisition and development of land, the construction and improvement of infrastructure in the Midtown Zone, entering into agreements with Developer and other builders in the Midtown Zone, and the issuance, sale or delivery of its bonds, notes or other obligations in accordance with and subject to the limitations set forth in the Midtown Agreement.

The Midtown Board and the Midtown Zone Board adopted a Project and Financing Plan (as amended, the "**Project Plan**") on May 2, 1997, which provides that the Midtown Authority, on behalf of the Midtown Zone, will undertake to make improvements in the Midtown Zone. The Midtown Board and the Midtown Zone Board submitted the Project Plan to the City Council of the City for approval and on May 28, 1997, and the City Council approved the Project Plan by Ordinance No. 97-600. The Midtown Board and the Midtown Zone Board previously submitted to the City amendments, clarifications and related updates to the Project Plan, which were

approved Ordinance No 97-1338 adopted on October 22, 1997, Ordinance No. 1999-850 adopted on August 11, 1999, Ordinance No. 2009-1395 adopted on December 29, 2009, Ordinance No. 2011-534 adopted on June 22, 2011 and by Ordinance No. 2013-638 adopted on July 10, 2013 (the “**Fifth Amendment**”).

The Texas Tax Code provides that the Midtown Zone may enter into agreements as the Midtown Zone Board considers necessary or convenient to implement the Project Plan and to achieve its purposes.

Developer owns a 1.89 acre tract, more or less, in the Midtown Zone located at 3120 Smith Street as described and depicted on Exhibit A on which Developer will develop a mixed use project to be known as “**Pearl Residences at Midtown**” with approximately 263 residential units above a 40,000 square foot Whole Foods Market (hereafter defined) grocery store with 2 levels of underground parking for Whole Foods Market (“**Pearl Residences at Midtown Development**”).

Developer anticipates that Whole Foods Market will employ in excess of 150 employees who will be eligible for Whole Foods Market benefits, subject to the number of work hours, including competitive starting wages in excess of the minimum wage, store discounts, low individual health insurance premiums and stock options. Additionally, Developer anticipates that Whole Foods Market will contribute to charitable causes and organizations within the Midtown Zone as it has done in the Westchase District and will generally contribute to the economic improvement and development of the Midtown Zone.

In connection with the Pearl Residences at Midtown Development, Developer (A) previously purchased from the City the portion of Rosalie Street that runs one block between Smith and Brazos Streets to consolidate property owned by Developer to the north and south of Rosalie Street into a single tract and relocated utilities installed within Rosalie Street (“**Rosalie Street Acquisition**”), and incurred acquisition, design, engineering and related costs as itemized in Exhibit B-1(a) (“**Rosalie Street Costs**”); and (B) plans to: 1) demolish Rosalie Street to enable the closure of the street and installation of landscaping and improvements as described in and with estimated costs set forth in Exhibit B-1(b) (“**Rosalie Street Improvements**”). Also in connection with the Pearl Residences at Midtown Development, Developer (1) previously incurred costs related to the planning, design and engineering of the ROW Improvements (hereafter defined) as itemized in Exhibit B-2(a) (the “**ROW Design Costs**”); and 2) plans to construct or install certain landscaping and public improvements in the public rights-of-way located along Elgin, Smith and Brazos Streets immediately adjacent to the Pearl Residences at Midtown Development as described in and with estimated costs set forth in Exhibit B-2(b) (“**ROW Improvements**”). The Rosalie Street Acquisition, Rosalie Street Improvements and ROW Improvements are collectively referred to herein as the “**Pearl Midtown ROW Project**.”

The Midtown Board has determined that it is in the best interest of the Midtown Authority to enter into this Agreement to further the efficient and effective implementation of certain aspects of the Project Plan to induce the development of the Pearl Residences at Midtown Development and Pearl Midtown ROW Project and for the economic benefits expected to be derived from the presence of Whole Foods Market within the Midtown Zone.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, Midtown, Developer contract and agree as follows:

ARTICLE 1 GENERAL TERMS

1.01 **Definitions.** The following terms have the following meanings:

“Act” shall mean the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended.

“Affidavit of Completion” shall mean an affidavit complying with Section 53.106, Texas Property Code, as amended, verifying the dates of Completion of construction of the Pearl Midtown Improvements.

“Affiliate(s)” shall mean, with respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the day-to-day management and policies of a Person, whether through the ownership of voting securities or membership interests, by status as a sole general partner under a limited partnership agreement, by appointment as sole manager under an LLC operating agreement, by fund management contract or other similar arrangement.

“Applicable Law(s)” shall mean the Charter of the City, all laws, statutes, acts, ordinances, rules, regulations, permits, licenses, authorizations, directives, orders, writs, rulings, injunctions, interpretations, permits and requirements of any Governmental Authority that now or hereafter may be applicable to the Project or any aspect thereof, including the planning, designing, engineering, constructing, developing, maintaining, operating, managing and using the Project, including those relating to employees, building, health, safety and environmental matters and accessibility of public facilities.

“Authority Obligations” shall mean bonds, notes or other obligations now or hereafter issued by the Midtown Authority that are secured in whole or part by Contract Tax Increments.

“Available Tax Increment” shall mean Contract Tax Increments received annually by the Midtown Authority after the year following the Completion of the Pearl Residences at Midtown Development that are attributable to Pearl Residences at Midtown Development and any and all improvements thereon; provided, however, that the pledge of any amounts deemed to be Available Tax Increments are subordinate to and subject to: (1) the rights of any holders of Authority Obligations; and (2) reductions in the Contract Tax Increments received annually by the Midtown Authority of approximately one-third (1/3) for funds dedicated to the development of affordable housing within the City. The Available Tax Increment does not include: (a) reductions by the City in Contract Tax Increments paid annually to the Midtown Authority for administrative expenses of: (i) the City and the County in the amount of 5% of the annual Contract Tax Increments; (ii) the Houston Independent School District in the amount of \$25,000

annually; and (iii) the Houston Community College District in the amount of \$25,000 annually; and (b) reductions in the Contract Tax Increments resulting from a Taxing Unit no longer being obligated under its Participant Contract to pay Tax Increments to the City for the Midtown Zone.

“*Certificate of Advance*” shall mean a certificate(s) executed by Midtown and Developer substantially in the form set forth as Exhibit E.

“*City*” as defined in the preamble, is further defined as a municipal corporation and home-rule city of the State of Texas principally situated in Harris County, acting by and through its governing body, the City Council.

“*Claims*” shall mean costs, expenses (including reasonable attorneys’ fees, expenses and court costs), liabilities, damages, claims, actions, suits, causes of action, disputes, controversies, debts, losses or demands.

“*Commencement of Construction*” shall mean, with respect to the Pearl Midtown Improvements, that the Plans and Specifications have been finalized by Developer and approved by Midtown and that Developer has (i) obtained all necessary Governmental Authorizations; (ii) entered into the Construction Contract(s) with the General Contractor(s) and caused the General Contractor(s) to enter into such Subcontracts as may be appropriate or necessary to commence preparation of the Construction Site; and (iv) actually commenced mobilization, site groundbreaking or site grading work or demolitions, as needed, underground site work and foundation work for the Pearl Midtown Improvements.

“*Completion*” or “*Completed*” shall mean (i) with respect to the Pearl Midtown Improvements, the final completion of the design, development, construction, installation, equipping and all other aspects of such improvements, substantially in accordance with the Final Plans and Specifications, all Applicable Laws and all other requirements of this Agreement and all Governmental Authorizations with respect to the construction of the Work and use, operation and occupancy of the Pearl Midtown Improvements have been issued, and (ii) with respect to the Pearl Residences at Midtown Development, the final completion of Developer’s work with respect to the Pearl Residences at Midtown Development, as evidenced by a final certificate of occupancy issued by the City for the residential portion of the Pearl Residences at Midtown Development and a temporary certificate of occupancy issued by the City for the retail portion of the Pearl Residences at Midtown Development allowing Whole Foods Market to commence its tenant improvement work.

“*Construction Contract(s)*” shall mean that certain construction contract entered into by Developer and General Contractor(s) pursuant to Section 4.01(a) providing for the construction, equipping and installation of the Pearl Midtown Improvements, by the General Contractor under the management and supervision of Developer in accordance with the Final Plans and Specifications, all Applicable Laws and all other requirements of this Agreement.

“*Construction Site*” shall mean those portions of the Pearl Residences at Midtown Development site, which are impacted by the construction of the Pearl Midtown Improvements in accordance with the Construction Contract, the Final Plans and Specifications and this Agreement.

"Contract Tax Increments" shall mean Tax Increments from time to time required to be deposited by the Taxing Units into the Tax Increment Fund pursuant to the Act and payable to and actually received by the Midtown Authority from the City pursuant to the Midtown Agreement; provided however, for purposes of this Agreement the Tax Increment for the Houston Independent School District shall be deemed to be in the amount of \$303,333 for calendar years 2017 – 2026 (**"Deemed HISD Tax Increment"**) based on a minimum ad valorem tax valuation by the Harris County Appraisal District of \$70,000,000 for the Pearl Residences at Midtown Development following Completion. In the event that the ad valorem tax valuation by the Harris County Appraisal District of the Pearl Residences at Midtown Development following Completion is less than \$70,000,000 by virtue of Developer protest or otherwise, the Deemed HISD Tax Increment automatically shall be reduced proportionally.

"County" shall mean Harris County, Texas.

"Designated Agent" shall mean the Executive Director of Midtown or any other person designated in writing to act on behalf of Midtown by the Executive Director or the Midtown Board.

"Developer Advance(s)" shall mean collectively, any funds advanced by or on behalf of Developer pursuant to Section 5.01 of this Agreement for Project Costs.

"Development Standard" shall mean the standard for the Developer's performance of its obligations pursuant to this Agreement as set forth in Section 4.01(c).

"Documents" shall mean notes, manuals, pro formas, notebooks, plans, computations, databases, CD-Roms and diskettes, computer and other electronic files, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, all drawings and plans and other work product that Developer prepares, or coordinates the preparation of, in regard to the Work.

"Effective Date" shall mean [_____ 1, 2016.] *[To be inserted on conveyance of real property to Developer.]*

"Event of Default" shall mean with respect to Developer those events described in Section 6.01, and with respect to Midtown those events described in Section 6.03.

"Executive Director" shall mean the then current executive director of Midtown Authority.

"Final Certificate of Advances" shall mean a certificate executed by Developer substantially in the form set forth as Exhibit F.

"Final Completion Certificate" shall mean a certificate executed by Developer substantially in the form set forth as Exhibit D.

"Final Plans and Specifications" shall mean the Plans and Specifications prepared by Developer and approved by the Midtown for the construction and installation of the Pearl Midtown Improvements.

"General Contractor" shall mean the entity(ies) which enters into the Construction Contract(s) with Developer for the construction of the Pearl Midtown Improvements.

"Governmental Authority(ies)" shall mean any federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive, or any quasi-governmental authority, agency or entity (or a combination or permutation thereof), and any arbitrator to whom a dispute has been presented under Applicable Law.

"Governmental Authorizations" shall have the meaning set forth in Section 4.01(i).

"Insurance, Release and Indemnification Requirements" shall mean those insurance, release, indemnification and related requirements set forth in Exhibit C.

"Maintenance Agreement" shall have the meaning set forth in Section 4.02(b).

"Midtown Agreement" shall have the meaning set forth in the Recitals.

"MWDBE" shall mean minority and women-owned business enterprises.

"Official Records" shall mean the Official Public Records of Harris County, Texas.

"Outside Reimbursement Date" shall have the meaning set forth in Section 5.03.

"Participant Contract(s)" shall mean the Agreements between the Midtown Zone, the Midtown Authority, Houston Independent School District and Houston Community College and any other contracts, ordinances or orders heretofore or from time to time hereafter enacted or entered into between the Midtown Authority and Taxing Units, containing provisions with respect to the payment by Taxing Units of Tax Increments.

"Parties" or *"Party"* shall mean Midtown, the Zone and/or Developer, as applicable.

"Pearl Midtown Improvements" shall have the meaning set forth in Section 3.01.

"Pearl Midtown ROW Project" shall have the meaning set forth in the Recitals.

"Pearl Residences at Midtown Development" shall have the meaning set forth in the Recitals.

"Pearl Rosemont Developer" shall have the meaning set forth in Section 3.02.

"Pearl Rosemont Development Agreement" shall have the meaning set forth in Section 3.02.

"Pearl Rosemont ROW Project" shall have the meaning set forth in Section 3.02.

"Person" shall mean any natural person, corporation, company, partnership, business trust, Governmental Authority or other entity.

"Plans and Specifications" shall mean the designs, plans and specifications for the construction and installation of the Pearl Midtown Improvements.

"Project" shall mean the Pearl Midtown ROW Project.

"Project Costs" shall mean eligible "project costs" under the Act, as amended, relating to the Rosalie Street Costs, the ROW Design Costs and certain other costs of planning, designing, constructing and installing the Pearl Midtown Improvements in accordance with the Final Plans and Specifications and as described in Exhibit B-1 and Exhibit B-2.

"Project Plan" shall have the meaning set forth in the Recitals.

"Reimbursement" shall mean the amount to be paid by Midtown to Developer with respect to the actual Project Costs paid or incurred by Developer, which amount shall not exceed the lesser of \$3,800,000, the Project Costs for the Pearl Midtown ROW Project and the Available Tax Increment through the Outside Reimbursement Date, as further described in Section 5.03.

"Rosalie Street Acquisition" shall have the meaning set forth in the Recitals.

"Rosalie Street Costs" shall have the meaning set forth in the Recitals.

"Rosalie Street Improvements" shall have the meaning set forth in the Recitals and as further described in an Excel file and supporting information provided by Developer to Midtown on September 21, 2016.

"ROW Design Costs" shall have the meaning set forth in the Recitals.

"ROW Improvements" shall have the meaning set forth in the Recitals and as further described in an Excel file and supporting information provided by Developer to Midtown on September 21, 2016.

"Subcontractors" shall mean the subcontractors, suppliers, professionals and consultants engaged by General Contractor(s) as General Contractor(s) or Developer deem necessary for the design, engineering, development, construction and equipping of the Pearl Midtown Improvements, in accordance with the Construction Contract, the Final Plans and Specifications and this Agreement.

"Subcontracts" shall mean any and all contracts and agreements entered into by General Contractor in connection with the performance of any of its obligations under the Construction Contract relating to the design, engineering, development, construction and equipping of the Pearl Midtown Improvements. Each of the Subcontracts shall provide for insurance and indemnities in accordance with the Insurance, Release and Indemnification Requirements.

"Tax Increments" shall mean with respect to each Taxing Unit in each year, to the extent agreed to in each Participant Contract, the amount of funds paid to the City for the Midtown Zone.

"Taxing Unit" shall mean the City, the County, the Houston Community College, the Houston Independent School District and any other taxing unit that participates in the Midtown Zone.

"Term" shall have the meaning set forth in Section 7.11.

"Whole Foods Market" shall mean a grocery store featuring natural and organic foods comparable to or better than other presently existing Whole Foods markets, grocery stores and/or supermarkets in the Houston, Texas area as of the Effective Date, which is owned and operated by Whole Foods Market, Inc., a Texas Corporation, or an Affiliate of Whole Foods Market, Inc. The Parties acknowledge that the initial owner and operator of Whole Foods Market will be Whole Foods Market Rocky Mountain/Southwest, L.P., a Texas limited partnership, which is an Affiliate of Whole Foods Market, Inc.

"Work" shall mean: (1) all materials, systems, equipment, appliances and other installations becoming a part of the Pearl Midtown Improvements, pursuant to the Construction Contract and the Final Plans and Specifications; (2) all work, labor, services, supervision, coordination, transportation, utilities, storage and other services required to perform the obligations of Developer under this Agreement with regard to the development and construction of the Pearl Midtown Improvements; and (3) all consulting, design and engineering services for the design, development and construction of the Pearl Midtown Improvements.

1.02 **Singular and Plural.** Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE 2 REPRESENTATIONS

2.01 **Representation of the Midtown Authority.** The Midtown Authority hereby represents to Developer that as of the date hereof:

(a) The Midtown Authority is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

(b) The Midtown Authority has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) has been duly authorized, will not violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or, except, as provided in this Agreement, result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Midtown Authority under any agreement or instrument to which the Midtown Authority is a party or by which the Midtown Authority or its assets may be bound or affected.

(c) This Agreement has been duly authorized, executed and delivered by the Midtown Authority, and, constitutes a legal, valid and binding obligation of the Midtown Authority, enforceable in accordance with its terms except to the extent that (i) the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights, and (ii) certain equitable remedies, including specific performance, may be unavailable.

2.02 **Representations of Developer.** Developer hereby represents to the Midtown Authority and the Midtown Zone that as of the date hereof:

(a) Developer is duly authorized, created and existing and in good standing under the laws of the State of Delaware and is duly registered to transact business in the State of Texas.

(b) Developer has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof (i) have been duly authorized, and will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to Developer, and (ii) do not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of Developer under any agreement or instrument to which Developer is a party or by which Developer or its assets may be bound or affected.

(c) Developer has access to sufficient capital to perform its obligations under this Agreement.

(d) This Agreement has been duly authorized, executed and delivered, and constitutes a legal, valid and binding obligation of Developer, enforceable in accordance with its terms except to the extent that (i) the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights, and (ii) certain equitable remedies, including specific performance, may be unavailable.

(e) Developer is or will be the sole owner of the Pearl Residences at Midtown Development and plans and intends to design, develop and construct the Pearl Residences at Midtown Development and the Pearl Midtown ROW Project. Developer acknowledges and agrees that the foregoing representation is a material inducement for Midtown to enter into this Agreement, and that Midtown's obligation to pay the Reimbursement is expressly conditioned upon Completion of the Pearl Residences at Midtown Development and Pearl Midtown ROW Project.

(f) All improvements to Rosalie Street completed by Developer or its agents or contractors prior to the Effective Date were completed in accordance with all Applicable Laws, and Midtown and Midtown's Designated Agent shall have the right to inspect such improvements. Accordingly, the Developer shall accommodate and cause the General Contractor(s) to accommodate Midtown's Designated Agent, after reasonably notice to

Developer, in conducting such site visits as Midtown deems necessary to inspect such improvements.

(g) Developer is an Affiliate of the Pearl Rosemont Developer.

ARTICLE 3 THE PROJECT

3.01 **The Project.** The Pearl Midtown ROW Project shall be and include: (a) the Rosalie Street Acquisition; and (b) the planning, engineering, design, construction, equipping and installation by Developer of the Rosalie Street Improvements and the ROW Improvements in accordance with the terms of this Agreement. The Rosalie Street Improvements and the ROW Improvements are in some instances together referred to in this Agreement as the “**Pearl Midtown Improvements.**” Midtown and Developer acknowledge and agree that the Rosalie Street Acquisition was completed prior to the Effective Date and the Rosalie Street Costs and the ROW Design Costs were incurred prior to the Effective Date.

3.02 **Pearl Rosemont ROW Project.** This Agreement is being executed contemporaneously with that certain Development Agreement between Midtown and Helena – Drew Holdings, LLC, an Affiliate of Developer (“**Pearl Rosemont Developer**”), regarding a 1.038 tract located within the Midtown Zone at 102 Dennis Street which will be developed as a 153 unit residential apartment project known as “Pearl Rosemont” (“**Pearl Rosemont Development Agreement**”). The Pearl Rosemont Development Agreement anticipates the completion of certain right-of-way improvements (“**Pearl Rosemont ROW Project**”) and the reimbursement by Midtown of certain project costs from Available Tax Increment in an amount which shall not exceed the lesser of \$1,400,000, the project costs and the Available Tax Increment, all as more fully described in the Pearl Rosemont Development Agreement. The total reimbursements by Midtown to Developer for the Pearl Midtown ROW Project and to the Pearl Rosemont Developer for the Pearl Rosemont ROW Project shall in no event exceed Five Million Two Hundred Thousand Dollars (\$5,200,000.00).

3.03 **Additional Projects.** This Agreement does not apply to any projects, proposed development, land acquisition or other development activities not specifically defined herein unless this Agreement is amended to provide for such additional projects.

3.04 **Midtown’s Right to Terminate.** Notwithstanding any other provision of this Agreement, Midtown, in its sole and absolute discretion, shall have the right, upon thirty (30) days’ prior written notice to Developer, to terminate this Agreement if: (a) Developer does not cause Completion of the Pearl Residences at Midtown Development and the Pearl Midtown ROW Project on or before forty-two (42) months from the Effective Date; or (b) Whole Foods Market does not commence operations of a grocery store business in the retail portion of the Pearl Residences at Midtown Development on or before twelve (12) months following Completion of the Pearl Residences at Midtown Development; or (c) prior to the Outside Reimbursement Date, Whole Foods Market ceases to operate a grocery store business in the retail portion of the Pearl Residences at Midtown Development (excluding temporary cessations for remodeling, for rebuilding or repairs following a casualty or condemnation, or by reason of a force majeure event). Upon Midtown’s termination of this Agreement pursuant to this Section,

all rights and obligations of the Parties shall terminate and be of no further force or effect, except for any applicable Insurance, Release and Indemnifications Requirements and any provisions of this Agreement that contemplate performance after the expiration or termination of this Agreement and the obligations of the Parties not fully performed at the expiration or termination of this Agreement which shall not be deemed to be waived and shall survive termination of this Agreement.

3.05 **Developer's Right to Terminate.** Notwithstanding any other provision of this Agreement, Developer shall, in its sole and absolute discretion, have the right, upon thirty (30) days' prior written notice to Midtown, to terminate this Agreement if Developer does not cause Completion of the Pearl Residences at Midtown Development and the Pearl Midtown ROW Project on or before forty-two (42) months from the Effective Date. Upon Developer's termination of this Agreement pursuant to this Section, all rights and obligations of the Parties shall terminate and be of no further force or effect, except for any applicable Insurance, Release and Indemnifications Requirements and any provisions of this Agreement that contemplate performance after the expiration or termination of this Agreement and the obligations of the Parties not fully performed at the expiration or termination of this Agreement which shall not be deemed to be waived and shall survive termination of this Agreement.

ARTICLE 4 DUTIES AND RESPONSIBILITIES OF DEVELOPER

4.01 **General Requirements.** With respect to the planning, engineering, design, construction, equipping and installation of the Pearl Midtown Improvements:

(a) **Construction Contract(s).** Developer shall enter into Construction Contract(s) with the General Contractor(s) providing for the construction and installation of Pearl Midtown Improvements. The Construction Contract(s) shall include, among other provisions: (i) dates for the Commencement of Construction and Completion of construction of the Pearl Midtown Improvements; (ii) insurance and indemnity provisions in accordance with the Insurance, Release and Indemnification Requirements; and (iii) industry standard warranties of all Work.

(b) **Construction of Pearl Midtown Improvements.** In consideration of the Reimbursement of actual Project Costs, Developer agrees to cause General Contractor(s) to construct and install the Pearl Midtown Improvements in accordance with the Final Plans and Specifications, this Agreement, the Construction Contract(s) and all Applicable Laws and to cause General Contractor(s) to provide and furnish all materials and services as and when required in connection with Pearl Midtown Improvements. Developer shall be responsible for obtaining all necessary permits and approvals from the City and other Governmental Authorities having jurisdiction of the Pearl Midtown Improvements, and shall provide supervision and construction management of all phases of construction of Pearl Midtown Improvements and periodic reports of such construction to Midtown upon reasonable request and cause the General Contractor(s) to perform all elements of this Agreement applicable to the construction of Pearl Midtown Improvements.

(c) **Compliance with Development Standard.** Developer shall perform its duties, responsibilities and obligations under this Agreement and shall cause the General Contractor(s) to perform its duties, responsibilities and obligations in a diligent and careful manner with the quality of services, skill, diligence, prudence and foresight at least equal to those performed and practiced by other developers nationally recognized as developers of projects of similar type, size and complexity to the Pearl Midtown Improvements (the “**Development Standard**”).

(d) **Compliance with Applicable Laws.** Developer shall comply and cause the General Contractor(s) to comply with all Applicable Laws in connection with performing its duties, responsibilities and obligations under this Agreement, including the planning, engineering, development and construction of the Pearl Midtown Improvements.

(e) **Participation of Disadvantaged Businesses.** As to hiring of consultants and professionals relating to services rendered during the development, construction and installation of the Pearl Midtown Improvements, Developer will make and cause the General Contractor(s) to make a good faith effort to comply with the City’s policy regarding the participation of Minority Business Enterprises and Women Business Enterprises as such policy may be in effect from time to time. Developer shall maintain records and provide Midtown with a written report in accordance with Section 4.02(d) and Section 5.02(f), showing (i) its subcontracts, supply agreements and support with and to disadvantaged business enterprises, and (ii) specific efforts to identify and award subcontracts, supply agreements, and support with and to MWDBEs.

(f) **Insurance, Release and Indemnification.** Developer agrees to obtain and maintain and/or cause the General Contractor(s) and the Subcontractors to obtain and maintain, as applicable, insurance and bonds in accordance with the Insurance, Release and Indemnification Requirements and to provide Midtown with proof of the required coverage, in form acceptable to Midtown in its sole discretion, prior to performing any Work on the Construction Site and as otherwise required by this Agreement. Developer further agrees to be bound by the provisions in the Insurance, Release and Indemnification Requirements regarding releases and indemnification which provisions shall survive the termination or expiration of this Agreement.

(g) **Cooperation.** Developer agrees that it will cooperate with Midtown and will provide all necessary information to the Designated Agent of Midtown and its consultants in connection with the Pearl Midtown ROW Project in order to assist the Midtown in complying with the Midtown Agreement, including without limitation the completion of the audits required therein.

(h) **Plans and Specifications for the Pearl Midtown Improvements.** Developer shall prepare or cause to be prepared the Plans and Specifications for the Pearl Midtown Improvements and submit the same to the Designated Agent of Midtown for approval. Midtown shall approve or reject the proposed Plans and Specifications within ten (10) business days of submission. In the event of the rejection of the Plans and Specifications, Midtown shall include specific reasons for such rejection in writing. Midtown and Developer each agree to exercise commercially reasonable efforts to promptly resolve any objections to the proposed

Plans and Specifications. On approval of the Plans and Specifications by Midtown, the same shall constitute the Final Plans and Specifications. Any modifications (other than corrective changes) to the Final Plans and Specifications shall be submitted to the Designated Agent of Midtown for approval. References in this Agreement to the Final Plans and Specifications shall mean and include any modifications approved by Midtown. For purposes hereof, "corrective changes" mean any necessary and reasonable changes required to correct defects or deficiencies in construction as originally contemplated by the Plans and Specifications, or as may be necessary to obtain required permits, inspections or approvals from Governmental Authorities.

(i) **Permits and Approvals.** Developer shall obtain and keep in full force and effect until the Completion of construction of the Pearl Midtown Improvements all permits, licenses and land use approvals and entitlements from the City and other Governmental Authorities required for the construction of the Pearl Midtown Improvements (the "**Governmental Authorizations**") and provide copies of the same to Midtown on request.

(j) **Engagement of Subcontractors.** Developer shall cause the General Contractor(s) to solicit Subcontracts with the Subcontractors for all services, supplies and equipment necessary for the construction of the Pearl Midtown Improvements in accordance with the Construction Contract(s), the Final Plans and Specifications and this Agreement.

(k) **Safety Precautions.** In connection with the demolition of any existing improvements on Construction Site and other preparation of the Construction Site and the construction of the Pearl Midtown Improvements, Developer shall cause the General Contractor(s) and the Subcontractors to take precautions for the safety of workers, employees and other persons in or about the Construction Site, which at a minimum meets the Development Standard and which in all cases is in compliance with Applicable Laws. Developer shall cause the General Contractor(s) and the Subcontractors, as appropriate, to take adequate precautions to protect all Work in place, materials and equipment to be incorporated therein (whether in storage on or off the Construction Site) and all other property at or adjoining the Construction Site against loss, damage and destruction.

(l) **Administrative and Financial Control.** Developer shall and shall cause the General Contractor(s), as applicable, to establish and implement appropriate administrative and financial controls and procedures for the developing, constructing, installing and equipping of the Pearl Midtown Improvements and perform management and development services during construction in accordance with the Development Standard and Construction Contract(s) including the maintenance of a complete and detailed set of financial books, records and accounts relating to the Project Costs and the Pearl Midtown Improvements. Upon at least five (5) days prior written notice, Midtown shall have access to such financial books, records and accounts relating to the Project Costs and the Pearl Midtown Improvements at all times during regular business hours, and Midtown and its representatives may inspect, duplicate and/or audit such financial records at Midtown's sole cost and expense.

(m) **Monitoring Progress of the Work.** Midtown shall have the right, but not a duty, to monitor the progress of the construction and installation of the Pearl Midtown Improvements. Accordingly, the Developer shall accommodate and cause the General Contractor(s) to accommodate Midtown's Designated Agent, after reasonably notice to

Developer, in conducting such site visits as may be necessary to verify that the Work is being carried out in accordance with the Final Plans and Specifications.

(n) **Records and Data.** Developer shall assemble and retain for a period of not less than two (2) years following the expiration of this Agreement or cause to be assembled and so retained, all Construction Contracts, Subcontracts, agreements and other records, data and Documents relative to the Work and the Pearl Midtown ROW Project as may be necessary to carry out the Developer's obligations hereunder, and such other records and data as are typically assembled and retained pursuant to the Development Standard.

4.02 Post-Construction Obligations and Liabilities. After the Completion of the Pearl Midtown Improvements in accordance with the terms of this Agreement, the Parties agree that:

(a) Developer shall be responsible for any Claims arising in connection with the construction of the Pearl Midtown Improvements pursuant to the Construction Contract(s) or Subcontracts; and

(b) Developer shall be responsible for all aspects of the management, operation and maintenance of the above ground Rosalie Street Improvements and the Pearl Midtown Improvements including, without limitation: (i) all maintenance, repairs and replacements of the infrastructure, improvements, equipment, landscaping and related irrigation and electrical systems which constitute the Pearl Midtown Improvements; and (ii) the payment of all associated utilities including water for irrigation purposes and charges for electric utilities, all in accordance with a maintenance agreement for the Pearl Midtown Improvements substantially in the form of Exhibit G (the "**Maintenance Agreement**"). The Maintenance Agreement for the Project shall be executed by Developer and delivered to Midtown for recording in the Official Public Records of Real Property of Harris County, Texas within ten (10) days of Completion of the Pearl Midtown Improvements. Except for the Reimbursement, neither Midtown nor the City shall be responsible for managing, operating, maintaining, repairing or replacing any of the Pearl Midtown Improvements or paying any recurring costs in connection with the same.

The provisions of this Section 4.02 and the covenants and agreements contained in the Maintenance Agreements shall survive the expiration or termination of the Agreement.

ARTICLE 5

PROJECT FINANCING AND FUNDING

5.01 Developer Advances. Prior to the Effective Date, Developer paid the Rosalie Street Costs and ROW Design Costs as the initial Developer Advance constituting a portion of the Project Costs. After the Effective Date, Developer shall advance, or cause to be advanced, sufficient funds as such become due for all additional Project Costs arising in connection with the Pearl Midtown ROW Project. Each Developer Advance shall be evidenced by Certificate of Advance completed, executed and delivered by Developer to Midtown's Designated Agent within thirty (30) days of each Developer Advance with the exception of the Certificate of Advance for the initial Developer Advance for the Rosalie Street Costs and ROW Design Costs

which shall be delivered to Midtown's Designated Agent on or before the Effective Date. In addition to payment of the Project Costs, Developer shall pay to Midtown's general counsel \$10,000.00 on or before the date of execution of this Agreement by Developer to compensate Midtown for legal costs incurred in connection with the preparation and negotiation of this Agreement.

5.02 **Information to be Provided by Developer.** Developer may submit a request for payment of the Reimbursement upon Completion of the Pearl Residences at Midtown Development and the Pearl Midtown ROW Project. With such request for payment, Developer shall deliver to Midtown the following items:

- (a) a written request for payment;
- (b) a summary of all Project Costs incurred to-date;
- (c) a summary of all Developer Advances as of the date of the request for payment;
- (d) evidence that all contractors, subcontractors, laborers, materialmen, architects, engineers and all other parties who have performed work on or furnished materials to-date have been paid in full, together with executed and delivered releases of lien or customary affidavits executed by such contractors;
- (e) a certificate executed by an officer authorized to bind the Developer certifying that all contractors, subcontractors, laborers, materialmen, architects, engineers and all other parties who have performed work on or furnished materials to-date have been paid in full; and
- (f) evidence of MWDBE efforts.

5.03 **Reimbursement.** Upon Completion of the Pearl Residences at Midtown Development and the Pearl Midtown ROW Project and execution and recordation of the Maintenance Agreement, Developer shall submit the Final Certificate of Advances certifying the amount of the actual Project Costs, and showing the schedule for payment of the Reimbursement over a period of nine (9) years. Midtown shall pay the Reimbursement from Available Tax Increment subject to the limitations in the following sentence, beginning November 1st in the year such Available Tax Increment is paid to Midtown following Completion of the Pearl Residences at Midtown Development and the Pearl Midtown ROW Project and on November 1st of each year thereafter for a period of nine (9) years (the "**Outside Reimbursement Date**"). The total Reimbursement paid by Midtown for the Pearl Midtown ROW Project shall not exceed the lesser of \$3,800,000, the Project Costs and the Available Tax Increment for the Pearl Residences at Midtown Development through and including the Outside Reimbursement Date. Developer acknowledges that the Available Tax Increment for the Pearl Residences at Midtown Development through and including the Outside Reimbursement Date may be less than the actual Project Costs incurred by Developer. Developer further acknowledges that the total reimbursements by Midtown to Developer for the Pearl Midtown ROW Project and to the Pearl Rosemont Developer for the completion of and reimbursement for the Pearl Rosemont ROW Project shall in no event exceed Five Million Two Hundred Thousand Dollars (\$5,200,000.00).

5.04 **Sale or Assignment.** If prior to Completion of the Pearl Residences at Midtown Development and the Pearl Midtown ROW Project and the commencement of operations by Whole Foods Market of a grocery store business in the retail portion of the Pearl Residences at Midtown Development, Developer transfers or sells all or any portion of the Pearl Residences at Midtown Development to any entity other than an Affiliate without Midtown's prior written approval, then Midtown may terminate this Agreement, and upon such termination, Midtown shall have no obligation to pay the Reimbursement. Following Completion of the Pearl Residences at Midtown Development and Pearl Midtown ROW Project and the commencement of operations by Whole Foods Market of a grocery store business in the retail portion of the Pearl Residences at Midtown Development, Developer (or any successor owner of the Pearl Residences at Midtown Development) shall have the right, without Midtown's consent, (i) to transfer or sell the retail portion of the Pearl Residences at Midtown Development, provided that Developer retains title to the residential portion of the Pearl Residences at Midtown Development, such transfer or sale does not involve any assignment of this Agreement and/or the Maintenance Agreement and Developer gives written notice to Midtown of any such transfer or sale within thirty (30) days along with the name and contact information of the transferee, or (ii) to transfer or sell the entirety of the Pearl Residences at Midtown Development, or subsequent to a transfer or sale of the retail portion of the Pearl Residences at Midtown Development, to transfer or sell the residential portion of the Pearl Residences at Midtown Development (including a sale or transfer of any direct or indirect ownership interests in Developer or such successor owner), subject to the following conditions. Developer (or any successor owner of the Pearl Residences at Midtown Development) shall give Midtown written notice of any such sale or transfer under clause (ii) above within thirty (30) days of the occurrence of the same along with copies of the documents described in the following sentence. In connection with any such sale or transfer, Developer (or such successor owner) shall assign this Agreement and the Maintenance Agreement to a purchaser or transferee of the residential portion of the Pearl Residences at Midtown Development; provided, however, no assignment of this Agreement and/or the Maintenance Agreement shall be binding upon Midtown (and the transferor shall not be released from Developer's obligations under this Agreement and/or the Maintenance Agreement, as applicable) unless and until Midtown has received all of the following items: (a) a copy of the fully-executed assignment (which assignment shall include an assumption by the purchaser or transferee of all obligations of Developer under this Agreement and/or Maintenance Agreement, as applicable, to the extent accruing from and after the date of such assignment), (b) a copy of the assignment and assumption of the Maintenance Agreement recorded in the Official Public Records of Harris County, Texas, (c) a copy of the executed and recorded deed conveying the Pearl Residences at Midtown Development (or residential portion thereof) to the purchaser or transferee along with current contact information for the purchaser or transferee; and (d) a copy of an estoppel certificate, if any, obtained from Whole Foods Market in connection with such sale or transfer. Developer (or any successor owner of the residential portion of the Pearl Residences at Midtown Development) shall not be released from its obligations under this Agreement and the Maintenance Agreement accruing prior to the date of any such sale or transfer or after the date of any such sale or transfer if the foregoing conditions are not fully satisfied. The foregoing notwithstanding, Developer shall be entitled to collaterally assign its rights under this Agreement to a commercial bank or lender which provides financing for the construction of the Pearl Residences at Midtown Development provided that Developer provides

to Midtown a fully executed copy of any such collateral assignment and the name and contact information of the commercial bank or lender.

5.05 *[Intentionally Deleted.]*

5.06 **Ineligible Project Costs.** Developer hereby agrees to bear the risk that any of the Project Costs may be determined to be ineligible under the Act by the Attorney General of the State of Texas or a court of law with competent jurisdiction, and further agrees that Midtown will not be obligated to repay Developer for any such ineligible Project Costs. In the event all or a portion of the Project Costs is determined to be ineligible under the Act by the Attorney General of the State of Texas or a court of law with competent jurisdiction or is not included in the Project and Financing Plan during the term of this Agreement, the Reimbursement shall be reduced by the amount attributable to the ineligible component. If Midtown has already repaid the Developer for such ineligible Project Costs in accordance with the Agreement, the Parties hereby agree that (i) the amount repaid by Midtown for such ineligible Project Costs shall be offset against future repayments by Midtown, or (ii) in the event there are not future repayments to be made by Midtown, or such amounts are insufficient, Developer shall reimburse Midtown for such amount owed within thirty (30) days of receipt of an invoice from Midtown; provided however, that it is not the intent of the Parties hereto that this Section operate to deny reimbursement to Developer for any eligible Project Costs.

ARTICLE 6 DEFAULT AND REMEDIES

6.01 **Default by Developer.** Developer shall be in default hereunder (each an “Event of Default”) if: (a) Developer breaches or fails to perform any covenant, agreement or obligation made or undertaken by Developer hereunder and such breach or failure (i) is not cured within thirty (30) days after Developer receives written notice thereof from Midtown, or (ii) if not reasonably capable of being cured within such 30-day period, Developer fails to commence the cure thereof within such 30-day period or fails thereafter to diligently pursue such cure and complete the same as soon as is reasonably possible, but in no event later than sixty (60) days after the breach or failure; or (b) Developer shall file a petition under any section of the Federal Bankruptcy Code, or any similar state or federal law, or Developer shall make an assignment for the benefit of creditors or be adjudged bankrupt or insolvent.

6.02 **Remedies Upon Default by Developer.** Upon the occurrence of an Event of Default by Developer and while such remains uncured, Midtown may, upon thirty (30) days additional written notice to Developer, terminate this Agreement, or pursue any and all remedies available to it at law or in equity including, without limitation, damages (but excluding the remedy of specific performance, which is hereby expressly waived).

6.03 **Default by Midtown.** Midtown shall be in default hereunder (each an “Event of Default”) if: (a) Midtown breaches or fails to perform any covenant, agreement or obligation made or undertaken by Midtown hereunder and such breach or failure (i) is not cured within thirty (30) days after Midtown receives written notice of the occurrence thereof; or (ii) if not capable of being cured within such 30-day period, Midtown fails to commence to cure as soon as reasonably possible after Midtown receives such written notice or so commences to cure, or fails

thereafter to diligently pursue such cure and complete same as soon as is reasonably possible, but in no event later than sixty (60) days after the breach or failure; or (b) Midtown shall file a petition under any section of the Federal Bankruptcy Code, or any similar state or federal law, or Midtown shall make an assignment for the benefit of creditors or be adjudged bankrupt or insolvent.

6.04 **Remedies Upon Default by Midtown.** Upon the occurrence of an Event of Default by Midtown and while such remains uncured, Developer may, upon thirty (30) days additional written notice to Midtown, terminate this Agreement, or pursue any and all remedies available to it at law or in equity including, without limitation, damages (but excluding the remedy of specific performance, which is hereby expressly waived).

6.05 **Cumulative Remedies.** Except as otherwise provided in this Agreement, each right or remedy of the Parties provided for in this Agreement shall be cumulative of and shall be in addition to every other right or remedy of the Parties provided for in this Agreement, and, except as otherwise provided in this Agreement, the exercise or the beginning of the exercise by any Party of any one or more of the rights or remedies provided for in this Agreement shall not preclude the simultaneous or later exercise by any Party of any or all other rights or remedies provided for in this Agreement.

6.06 **Declaratory or Injunctive Relief.** In addition to the remedies set forth in this Agreement, the Parties shall be entitled to seek injunctive relief for any Event of Default of any other Party or declaratory relief with respect to any matter under this Agreement for which such remedy is available hereunder, at law or in equity.

6.07 **No Waivers.** No failure or delay of any Party in any one or more instances (a) in exercising any power, right or remedy under this Agreement, or (b) in insisting upon the strict performance by any other Party of such other Party's covenants, obligations or agreements under this Agreement shall operate as a waiver, discharge or invalidation thereof, nor shall any single or partial exercise of any such right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power or remedy. The covenants, obligations, and agreements of a defaulting and the rights and remedies of the other Parties upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

6.08 **Effect of Termination.** If Midtown or Developer elects to terminate this Agreement pursuant to the terms of this Agreement, this Agreement shall, on the effective date of such termination, terminate with respect to all future rights and obligations of performance hereunder by the Parties (except for the rights and obligations herein that expressly are to survive termination hereof). Termination of this Agreement shall not alter the then-existing Claims, if any, of any Party for breaches of this Agreement occurring prior to such termination, and the obligations of the Parties hereto with respect thereto shall survive termination.

6.09 **Court Proceedings.** Any suit, action or proceeding, which is permitted to be brought by a Party against any other Party arising out of or relating to this Agreement or any transaction contemplated hereby or any judgment entered by any court in respect thereof shall be

brought in any federal or state court located in the City, and each Party hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such suit, action or proceeding. To the extent that service of process by mail is permitted by Applicable Laws, each Party irrevocably consents to the service of process in any such suit, action or proceeding in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notice provided for pursuant to this Agreement. Each Party irrevocably agrees not to assert any objection that it may ever have to the laying of venue of any such suit, action or proceeding in any federal or state court located in the City or any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each Party agrees not to bring any action, suit or proceeding against the other Party arising out of or relating to this Agreement or any transaction contemplated hereby except in a federal or state court located in the City.

6.10 **Damages.** References in this Agreement to “damages” means and refers to actual, direct damages and not consequential, punitive or exemplary damages, and each Party agrees not to assert or pursue any claim for consequential, punitive or exemplary damages against the other Party.

ARTICLE 7 GENERAL

7.01 **Inspections, Audits.** Developer agrees to keep such records relating to the Project as may be reasonably required by Midtown. Developer shall allow Midtown and its Designated Agent upon at least five (5) days prior written notice reasonable access to the Construction Site for site inspections during and upon completion of construction of the Pearl Midtown Improvements and to documents and records in Developer’s possession, custody or control that Midtown deems necessary to assist Midtown in determining Developer’s compliance with this Agreement.

7.02 **Developer Operations and Employees.** All personnel supplied or used by Developer in the performance of this Agreement shall be deemed employees or subcontractors of Developer and will not be considered employees, agents or subcontractors of Midtown or the City for any purpose whatsoever. Developer shall be solely responsible for the compensation of all such personnel, for withholding of income, social security and other payroll taxes and for the coverage of all worker’s compensation benefits.

7.03 **Personal Liability of Public Officials.** To the extent permitted by State law, no director, officer, employee or agent of Midtown, and no officer, employee or agent of the City, shall be personally responsible for any liability arising under or growing out of the Agreement.

7.04 **Notices.** Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic transmission confirmed by mailing written confirmation at substantially the same time as such electronic transmission, or personally delivered to an officer of the receiving party at the following addresses:

If to Midtown:

Reinvestment Zone Number Two
City of Houston, Texas
410 Pierce Street, Suite 355
Houston, Texas 77002
Attn: Chairman, Board of Directors
EMAIL: mattt@houstonmidtown.com

Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002
Attn: Executive Director
EMAIL: mattt@houstonmidtown.com

with copies to:

Barron F. Wallace
Bracewell LLP
711 Louisiana Street, Suite 2300
Houston, Texas 77002-2770
EMAIL: Barron.Wallace@Bracewelllaw.com

If to Developer:

PEARL RESIDENCES AT MIDTOWN OWNER, LLC
5606 South Rice Avenue
Houston, Texas 77081
Attn: J. Philip Morgan
EMAIL: philip@morgangroup.com

With copies to:

PEARL RESIDENCES AT MIDTOWN OWNER, LLC
5606 South Rice Avenue
Houston, Texas 77081
Attn: Rosalind M. McLeroy
EMAIL: rosalindm@morgangroup.com

Each Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by electronic transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, Midtown or Developer, as applicable.

7.05 **Amendments and Waivers.** Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by Midtown and Developer. No course of dealing on the part of Developer or Midtown, nor any failure or delay by Developer or Midtown with respect to exercising any right, power or privilege of Developer or Midtown under this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

7.06 **Invalidity.** In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

7.07 **Successors and Assigns.** All covenants and agreements by or on behalf of the Parties to this Agreement shall bind and inure to the benefit of their respective successors and assigns. Except as otherwise provided in Section 5.04, neither Party may sell, assign, hypothecate, pledge, encumber or otherwise transfer its rights and obligations under this Agreement or any interest herein or any interest of the assigning Party (whether by change of control, merger, reorganization, transfer of substantially all assets or otherwise) unless approved in writing by the non-assigning Party. Nothing in this Agreement shall be construed to give any Person (other than the Parties, the City and their respective permitted successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein or any standing or authority to enforce the terms and provisions hereof. No Person shall be a third-party beneficiary of this Agreement or have the right to enforce this Agreement or any provision hereof.

7.08 **Exhibits; Titles of Articles, Sections and Subsections.** The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a Section or Subsection shall be considered a reference to such Section or Subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

7.09 **Construction.** This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect.

7.10 **Entire Agreement.** This written agreement represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties. All Exhibits attached hereto are incorporated herein by this reference for all purposes.

7.11 **Term and Survival.** Subject to earlier termination as provided herein, the term of this Agreement shall commence on the Effective Date and shall terminate as of the Outside Reimbursement Date. Notwithstanding the expiration of the Term or earlier termination of this Agreement, provisions of this Agreement and the Maintenance Agreements that contemplate

performance after the expiration or termination of this Agreement and the obligations of the Parties not fully performed at the expiration or termination of this Agreement shall not be deemed to be waived or merged into any documents executed prior to or on the expiration or termination of this Agreement, but shall survive the expiration or termination of this Agreement.

7.12 **Approval by the Parties.** Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld or delayed.

7.13 **Waiver of Jury Trial.** The Parties covenant and agree not to elect a trial by jury with respect to any issue arising under this Agreement triable by a jury and waive any right to trial by jury to the extent that any such right shall not or hereafter exist.

7.14 **Recordation.** The Parties agree that, with the exception of documents described herein which must be recorded, neither this Agreement nor any memorandum or notice hereof shall be recorded without the consent of all Parties.

7.15 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.


[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed as of the Effective Date.

**MIDTOWN REDEVELOPMENT
AUTHORITY**

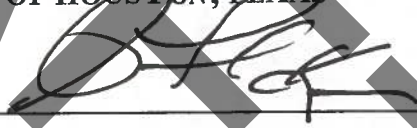
By: 
Name: Robert Sellingsloh
Title: Chair, Board of Directors

**PEARL RESIDENCES AT MIDTOWN
OWNER, LLC, a Delaware limited liability
company**

By: 
Name: J. Philip Morgan
Title: Vice President

APPROVED:

**CHIEF DEVELOPMENT OFFICER OF THE
CITY OF HOUSTON, TEXAS**

By: 
Name: _____
Title: _____

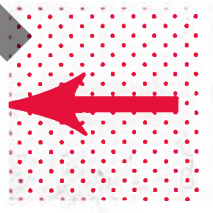


EXHIBIT A

Pearl Residences at Midtown Development Property Description and Depiction

All of PEARL BRAZOS ROSALIE, a subdivision of 1.89 acres located in the Obedience Smith Survey, A-696, according to the plat thereof filed for record under Film Code No. 679338 of the Map Records of Harris County, Texas.

DRAFT

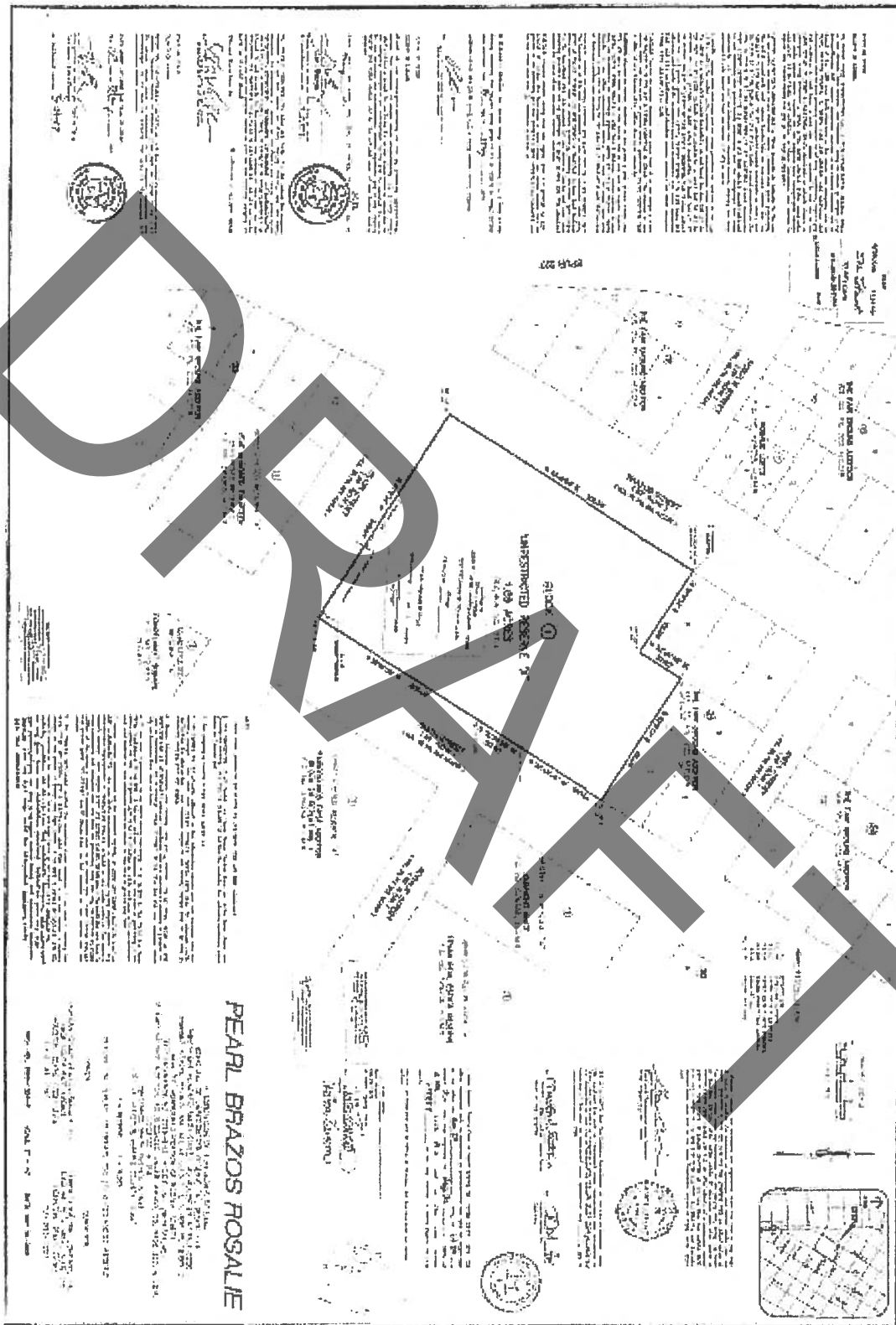


EXHIBIT B-1
Rosalie Street Improvements

Exhibit B-1(a) - Rosalie ROW / JRC - Incurred To Date

<u>Category</u>	<u>Invoiced Amount</u>
Street Closure (demo/removal)	\$0.00
Relocate Utilities CP Power, Gas /Low Voltage	\$0.00
Utility Abandonment	\$197,609.00
Public Sanitary	\$0.00
Offsite Utilities/Storm/Water	\$0.00
Concrete Paving	\$0.00
Curb & Gutter	\$0.00
Sidewalks	\$0.00
Pavers	\$0.00
Footings for Decorative Walls	\$0.00
Landscaping/Irrigation	\$0.00
Masonry for decorative walls on street	\$0.00
Bike Station Foundation and Power	\$0.00
Exterior Landscape Lights	\$0.00
Brazos Improvements	\$0.00
Rosalie ROW	\$796,306.00
Rosalie Letter of Credit	\$602.22
ROW Land Carry - Hold costs, taxes, insurance	\$0.00
Design - Civil, Landscape, Lighting and permitting	\$47,073.78
Variance / Reimbursement Renderings	\$0.00
Bike Racks	\$0.00
Public Art Mural	\$0.00
Flood Gate	\$0.00
Detention	\$0.00
Legal (excluding fees of Midtown's counsel)	\$0.00
Move Bus Shelter & Run Power Underground	\$0.00
Adjust Traffic Signal Box	\$0.00
Lighting Consultant	\$0.00
Carry Costs (taxes, insurance, interest)	\$0.00
Development Fee	\$0.00
General Conditions	\$0.00
Contingency	\$0.00
GC Fee	\$0.00

\$1,041,591.00

Exhibit B-1 (b) - Rosalie ROW / JRC - To Be Incurred

<u>Category</u>	<u>Estimated Left to Draw</u>
Street Closure (demo/removal)	\$ 87,500.00
Relocate Utilities CP Power, Gas /Low Voltage	\$0.00
Utility Abandonment	\$ 66,355.00
Public Sanitary	\$ -
Offsite Utilities/Storm/Water	\$ -
Concrete Paving	\$ -
Curb & Gutter	\$ -
Sidewalks	\$ -
Pavers	\$ -
Footings for Decorative Walls	\$ -
Landscaping/Irrigation	\$ -
Masonry for decorative walls on street	\$ -
Bike Station Foundation and Power	\$ -
Exterior Landscape Lights	\$ -
Brazos Improvements	\$ -
Rosalie ROW	\$ 15,365.00
Rosalie Letter of Credit	\$ (602.22)
ROW Land Carry - Hold costs, taxes, insurance	\$ -
Design - Civil, Landscape, Lighting and permitting	\$10,283.71
Variance / Reimbursement Renderings	\$ -
Bike Racks	\$ -
Public Art Mural	\$ -
Flood Gate	\$ -
Detention	\$ -
Legal (excluding fees of Midtown's counsel)	\$ 5,000.00
Move Bus Shelter & Run Power Underground	\$ -
Adjust Traffic Signal Box	\$ -
Lighting Consultant	\$ -
Carry Costs (taxes, insurance, interest)	\$ -
Development Fee	\$42,000.00
General Conditions	\$20,000.00
Contingency	\$ -
GC Fee	\$23,541.08

\$269,442.57

EXHIBIT B-2
ROW Improvements

**Exhibit B-2(a) - Pearl Whole Foods ROW Improvements -
Incurred to Date**

<u>Category</u>	<u>Invoiced Amount</u>
Street Closure (demo/removal)	\$0.00
Relocate Utilities CP Power, Gas /Low Voltage	\$110,017.53
Utility Abandonment	\$0.00
Public Sanitary	\$0.00
Offsite Utilities/Storm/Water	\$0.00
Concrete Paving	\$0.00
Curb & Gutter	\$0.00
Sidewalks	\$0.00
Pavers	\$0.00
Footings for Decorative Walls	\$0.00
Landscaping/Irrigation	\$4,546.50
Masonry for decorative walls on street	\$0.00
Bike Station Foundation and Power	\$0.00
Exterior Landscape Lights	\$0.00
Brazos Improvements	\$0.00
Rosalie ROW	\$0.00
Rosalie Letter of Credit	\$0.00
ROW Land Carry - Hold costs, taxes, insurance.	\$0.00
Design - Civil, Landscape, Lighting and permitting	\$150,350.88
Variance / Reimbursement Renderings	\$32,143.27
Bike Racks	\$0.00
Public Art Mural	\$0.00
Flood Gate	\$0.00
Detention	\$0.00
Legal (excluding fees of Midtown's counsel)	\$30,000.00
Move Bus Shelter & Run Power Underground	\$0.00
Adjust Traffic Signal Box	\$0.00
Lighting Consultant	\$8,624.81
Carry Costs (taxes, insurance, interest)	\$0.00
Development Fee	\$42,978.15
General Conditions	\$0.00
Contingency	\$0.00
GC Fee	\$27,353.29

\$406,014.43

**Exhibit B-2(b) - Pearl Whole Foods ROW Improvements -
To Be Incurred**

<u>Category</u>	<u>Estimated Left to Draw</u>
Street Closure (demo/removal)	\$-- --
Relocate Utilities CP Power, Gas /Low Voltage	\$407,351.47
Utility Abandonment	\$-- --
Public Sanitary	\$70,650.00
Offsite Utilities/Storm/Water	\$168,097.00
Concrete Paving	\$50,000.00
Curb & Gutter	\$75,000.00
Sidewalks	\$85,000.00
Pavers	\$80,000.00
Footings for Decorative Walls	\$50,000.00
Landscaping/Irrigation	\$195,453.50
Masonry for decorative walls on street	\$50,000.00
Bike Station Foundation and Power	\$14,000.00
Exterior Landscape Lights	\$85,000.00
Brazos Improvements	\$263,903.20
Rosalie ROW	\$-- --
Rosalie Letter of Credit	\$-- --
ROW Land Carry - Hold costs, taxes, insurance	\$-- --
Design - Civil, Landscape, Lighting and permitting	\$9,649.13
Variance / Reimbursement Renderings	\$0.00
Bike Racks	\$5,000.00
Public Art Mural	\$20,000.00
Flood Gate	\$-- --
Detention	\$-- --
Legal (excluding fees of Midtown's counsel)	\$-- --
Move Bus Shelter & Run Power Underground	\$25,000.00
Adjust Traffic Signal Box	\$7,500.00
Lighting Consultant	\$6,375.19
Carry Costs (taxes, insurance, interest)	\$-- --
Development Fee	\$30,249.85
General Conditions	\$200,000.00
Contingency	\$100,000.00
GC Fee	\$84,722.66

\$2,082,952.00

EXHIBIT C

Insurance, Release and Indemnification Requirements

1.01 Insurance. With no intent to limit Developer's or General Contractor's liability or obligation for indemnification, insurance or bond requirements pursuant to the Construction Contract or any other contractor's liability or obligation for indemnification, Developer shall provide and require that each contractor providing work or service on the Pearl Midtown Improvements provide and maintain certain insurance in full force and effect at all times during the construction of the Pearl Midtown Improvements and shall require that the City, the Midtown Authority, and the Midtown Zone are named as additional insureds under such insurance policies. The issuer of each policy shall have a certificate of authority to transact insurance business in Texas or a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition *Best's Key Rating Guide, Property-Casualty United States*.

The insurance, at a minimum, must include the following coverages and limits of liability:

<u>Coverage</u>	<u>Limit of Liability</u>
Worker's Compensation	Statutory for Workers Compensation
Employer's Liability	Bodily Injury \$1,000,000
Comprehensive Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations	Combine limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
Automobile Liability Insurance (for automobiles used by the contractor in the course of its performance under this Agreement including employer's non-owned and hired auto coverage)	\$1,000,000 combined single limit per occurrence
Professional Liability Coverage (for professional service contract only)	\$500,000 per occurrence and \$1,000,000 aggregate
Payment, Performance and Maintenance Bonds in accordance with Section 1.01(L) below	

Defense costs are excluded from the face amount of the policies. Aggregate limits are per twelve (12) month policy periods unless otherwise indicated.

If the amount of any contract awarded by Developer to construct the Project shall exceed \$1,000,000, Developer shall contract with the contractor to maintain Commercial General Liability coverage for at least twice the combined minimum limits specified above.

(A) Form of Policies. The Midtown Authority Board may reasonably approve the form of the insurance policies or request endorsements to such insurance policies, but nothing the Midtown Authority Board does or fails to do relieves Developer of its obligation to provide the required insurance coverage under this Agreement. The Midtown Authority Board's actions or inactions do not waive the Midtown Zone's or Authority's rights under this Agreement.

(B) Issuers of Policies. The issuer of each policy shall have a certificate of authority to transact insurance business in Texas or a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition *Best's Key Rating Guide, Property-Casualty United States*.

(C) Insured Parties. Each policy, except those for Workers' Compensation, Employer's Liability, and Professional Liability, must name the Midtown Authority, the Midtown Zone and the City (and its officers, agents, and employees) as additional insured parties on the original policy and all renewals or replacements.

(D) Deductibles. Developer shall be responsible for and bear (or shall contract with each applicable contractor to bear and assume) any claims or losses to the extent of any deductible amounts and waives (and shall contract with each contractor to waive) any claim it may have for the same against the Midtown Authority or Zone, its officers, agents, or employees.

(E) Cancellation. Each policy must state that it may not be canceled, materially modified, or nonrenewed unless the insurance company gives the Midtown Authority 30 days' advance written notice. To the extent feasible under Developer's blanket insurance policy, Developer shall (and shall contract with each contractor to) give written notice to the Midtown Authority within fifteen (15) days of the date on which total claims by any party against such person reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular Project or location subject to this Agreement.

(F) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Midtown Authority, its officers, agents, or employees.

(G) Primary Insurance Endorsement. Each policy, except Workers' Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the additional insured with respect to claims arising under this Agreement.

(H) Liability for Premium. Developer shall pay (or shall contract with contractors to pay) all insurance premiums for coverage required by this section, and the Midtown Authority or Zone shall not be obligated to pay any premiums.

(I) General Contractors and Subcontractors. Notwithstanding the other provisions of this section, the amount of coverage contracted to be provided by general contractors and subcontractors shall be commensurate with the amount of the applicable general contract or subcontract, but in no case less than \$500,000 per occurrence. Developer shall provide (or shall contract with general contractors and subcontractors to provide) copies of insurance certificates to the Midtown Authority.

(J) Proof of Insurance. Promptly after the execution of this Agreement and from time to time during the term of this Agreement at the request of the Midtown Authority, Developer shall furnish the Midtown Authority with certificates of insurance maintained by Developer in accordance with this section along with an affidavit from Developer confirming that the certificates accurately reflect the insurance coverage maintained. If requested in writing by the Midtown Authority, Developer shall furnish the Director of Planning of the City with certified copies of the relevant provisions of Developer's actual insurance policies. If Developer does not comply with the requirements of this section, the Midtown Authority, at its sole discretion, may (1) suspend performance by the Midtown Authority and begin procedures to terminate this Agreement for default or (2) purchase the required insurance with Authority or Zone funds and deduct the cost of the premiums from amounts due to Developer under this Agreement. The Midtown Authority shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

(K) Other Insurance. If requested by the Midtown Authority, Developer shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Developer's operations under this Agreement.

(L) Bonds. Developer shall provide to Midtown prior to the Commencement of Construction the following: (1) statutory payment bond pursuant to Chapter 2253 of the Texas Government Code; (2) statutory performance bond pursuant to Chapter 2253 of the Texas Government Code; and (3) one year maintenance bond. Each of the foregoing bonds shall be: (a) issued by a surety acceptable to Midtown; (b) in a form acceptable to Midtown; (c) in the amount of 100% of the GMP of the Construction Contract; and (d) name Midtown and the City as the obligees.

1.02 Indemnification and Release. DEVELOPER SHALL DEFEND, INDEMNIFY, AND HOLD THE MIDTOWN AUTHORITY, THE MIDTOWN ZONE AND THE CITY, THEIR AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PERSONS") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO DEVELOPER'S PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

(A) DEVELOPER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY, "DEVELOPER'S") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

(B) THE INDEMNIFIED PERSONS' AND DEVELOPER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER DEVELOPER IS IMMUNE FROM LIABILITY OR NOT; AND

(C) THE INDEMNIFIED PERSONS' AND DEVELOPER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER DEVELOPER IS IMMUNE FROM LIABILITY OR NOT.

DEVELOPER SHALL DEFEND, INDEMNIFY, AND HOLD THE INDEMNIFIED PERSONS HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THIS AGREEMENT TERMINATES.

DEVELOPER SHALL LIKEWISE INDEMNIFY AND HOLD HARMLESS THE CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, OR INVITEES.

Notwithstanding any other provision of these Insurance, Release and Indemnification Requirements or other provisions of this Agreement, (1) Developer's indemnification of all Indemnified Persons is limited to \$1,000,000 in the aggregate; and (2) Developer shall not be obligated to indemnify any Indemnified Person for the Indemnified Person's sole negligence; and (3) Developer shall not be obligated to indemnify any Indemnified Persons to the extent that any claims which might otherwise be subject to indemnification hereunder resulted, in whole or in part, from the gross negligence, recklessness or intentional act or omission of any Indemnified Person or Persons.

If an Indemnified Person or Developer receives notice of any claim or circumstance which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified loss. This notice shall not estop or prevent an Indemnified Person from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If an Indemnified Person does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Developer is prejudiced, suffers loss, or incurs expense because of the delay.

Developer's insurance company shall assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the Indemnified Person. Developer shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Developer shall advise the Indemnified Person as to whether or not it will defend the claim. If Developer does not assume the defense,

the Indemnified Person shall assume and control the defense, and all defense expenses incurred by it shall constitute an indemnification loss.

If Developer's insurance company elects to defend a claim, the Indemnified Person may retain separate counsel at the sole cost and expense of such Indemnified Person to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Developer may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Developer does not fund in full, or (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

DEVELOPER RELEASES EACH INDEMNIFIED PERSON FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE INDEMNIFIED PERSON'S CONCURRENT NEGLIGENCE AND/OR THE INDEMNIFIED PERSON'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, BUT NOT SUCH INDEMNIFIED PERSON'S SOLE NEGLIGENCE OR FROM ANY DAMAGE OR LOSS TO THE EXTENT RESULTING FROM THE GROSS NEGLIGENCE, RECKLESSNESS OR INTENTIONAL ACT OR OMISSION OF THE INDEMNIFIED PERSON.

DEVELOPER SHALL REQUIRE ALL CONTRACTORS ENGAGED BY IT TO CONSTRUCT THE PEARL MIDTOWN IMPROVEMENTS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE INDEMNIFIED PERSONS TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE OF AND INDEMNITY TO THE INDEMNIFIED PERSONS HEREUNDER.

1.03 Release. DEVELOPER SHALL ALSO REQUIRE THAT ALL GENERAL CONTRACTORS INDEMNIFY THE CITY, THE MIDTOWN AUTHORITY, AND THE MIDTOWN ZONE AND THEIR RESPECTIVE OFFICIALS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES ARISING OUT OF SUCH CONTRACTOR'S WORK AND ACTIVITY RELATED TO THE PEARL MIDTOWN IMPROVEMENTS TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE OF AND INDEMNITY TO THE INDEMNIFIED PERSONS HEREUNDER.

EXHIBIT D

Form of Final Completion Certificate

Name

Director of Public Works and Engineering

City of Houston

Address

Reference: Completion of Pearl Midtown ROW Project

I hereby certify that to the best of my knowledge, the Pearl Midtown Improvements have been completed substantially in accordance with the Final Plans and Specifications. The term "Final Plans and Specifications" shall have the meaning ascribed to the same in that certain Development Agreement dated _____, 2016 by and among Midtown Redevelopment Authority and PEARL RESIDENCES AT MIDTOWN OWNER, LLC. The final construction costs of the Pearl Midtown ROW Project are \$ _____ as indicated in the attached summary.

Very truly yours,

**PEARL RESIDENCES AT MIDTOWN
OWNER, LLC**

By: _____

By: _____

Name: _____

Title: _____

EXHIBIT E

Form of Certificate of Advance

This Certificate is issued under that certain Development Agreement (the “**Development Agreement**”) by and between the Midtown Redevelopment Authority (the “**Authority**”) and PEARL RESIDENCES AT MIDTOWN OWNER, LLC (“**Developer**”) dated _____, 2016. Capitalized terms used in this Certificate shall have the meaning provided for in the Development Agreement.

This Certificate evidences the Developer advances under the Development Agreement in the amount of \$ _____ for the construction of the Pearl Midtown ROW Project [describe the nature of the work completed.]

By Developer’s execution of this Certificate, Developer represents that (i) the undersigned has the due corporate authority to execute this Certificate, and (ii) it has made the expenditures and completed the work described in this Certificate. Copies of the relevant invoices and other appropriate documentation are attached to this Certificate.

By the Authority’s execution of this Certificate, the Authority represents that (i) the undersigned has due corporate authority to execute this Certificate and obligate the Authority to reimburse the Developer Advance described herein in accordance with the Development Agreement, and (ii) it approves the expenditures and work described in this Certificate and the matters set forth in this Certificate.

AGREED TO this _____ day of _____, _____.

MIDTOWN REDEVELOPMENT AUTHORITY

By: _____
Name: _____
Title: _____

PEARL RESIDENCES AT MIDTOWN OWNER, LLC

By:

By: _____
Name: _____
Title: _____

EXHIBIT F

Form of Final Certificate of Advance

This Certificate is issued under that certain Development Agreement (the “**Development Agreement**”) by and between the Midtown Redevelopment Authority (the “**Authority**”) and PEARL RESIDENCES AT MIDTOWN OWNER, LLC (“**Developer**”) dated _____, 20____. Capitalized terms used in this Certificate shall have the meaning provided for in the Development Agreement.

This Certificate evidences a total and final tabulation of the Developer advances under the Development Agreement in the amount of \$ _____ for the construction of the Pearl Midtown ROW Project.

By Developer’s execution of this Certificate, Developer represents that (i) the undersigned has the due corporate authority to execute this Certificate, and (ii) it has made the expenditures and completed the work described in this Certificate. Copies of the relevant invoices and other appropriate documentation are attached to this Certificate.

By the Authority’s execution of this Certificate, the Authority represents that (i) the undersigned has due corporate authority to execute this Certificate and obligate the Authority to reimburse the Developer Advances described herein in accordance with the Development Agreement, and (ii) it approves the expenditures and work described in this Certificate and the matters set forth in this Certificate.

Both the Developer and the Authority agree that the total Reimbursement shall be paid in nine (9) annual installments, with the portion of the Reimbursement for the total of the Developer Advances being the amount of the Available Tax Increment for each such year, subject to the limitations in Section 5.03 of the Agreement, as follows:

<i>[Year 1</i>	<i>[Available Tax Increment]</i>
<i>Year 2</i>	<i>[Available Tax Increment]</i>
<i>Year 3</i>	<i>[Available Tax Increment]</i>
<i>Year 4</i>	<i>[Available Tax Increment]</i>
<i>Year 5</i>	<i>[Available Tax Increment]</i>
<i>Year 6</i>	<i>[Available Tax Increment]</i>
<i>Year 7</i>	<i>[Available Tax Increment]</i>
<i>Year 8</i>	<i>[Available Tax Increment]</i>
<i>Year 9</i>	<i>[Available Tax Increment]</i>

AGREED TO this _____ day of _____, _____.

**MIDTOWN REDEVELOPMENT
AUTHORITY**

By: _____
Name: _____
Title: _____

**PEARL RESIDENCES AT MIDTOWN
OWNER, LLC**

By: _____
Name: _____
Title: _____

DRAFT

EXHIBIT G

Form of Maintenance Agreement

MAINTENANCE COVENANTS

These **MAINTENANCE COVENANTS** ("**Covenants**") are made by **PEARL RESIDENCES AT MIDTOWN OWNER, LLC**, a Texas limited liability company ("**Owner**") to and for the benefit of the **MIDTOWN REDEVELOPMENT AUTHORITY**, a public non-profit local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code, and authorized and approved by the City under Resolution No. 95-96 adopted on June 28, 1995 ("**Midtown**"), acting by and through its governing body, the Board of Directors and acting on behalf of the **REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS**, a tax increment investment zone created by the City of Houston, Texas pursuant to Chapter 311 of the Texas Tax Code ("**Midtown Zone**").

RECITALS

A. Owner owns certain real property located at 3120 Smith Street, Houston, Harris County, Texas and described on Exhibit A attached hereto and incorporated herein ("**Property**") on which Owner has developed a mixed use project to be known as "Pearl Midtown Residences" consisting of residential apartment units and a Whole Foods Market grocery store with underground parking ("**Project**").

B. Midtown and Owner entered into that certain Development Agreement dated 2016 regarding certain right of way improvements for the Project ("**Development Agreement**").

C. Pursuant to the Development Agreement, Owner has planned, designed, constructed, equipped and installed certain sidewalks, walkways, curbs, gutters, pavers, decorative walls, public art, landscaping, lighting, trash receptacles, benches, bike racks, electrical and irrigation systems and related facilities along the portion of the Property located adjacent to the Project and the adjoining public rights-of-way for Smith Street, Elgin Street and Brazos Street ("**ROW Improvements**"), and Midtown has agreed to reimburse Owner for certain costs for the ROW Improvements

D. In consideration of the covenants and agreements of Midtown pursuant to the Development Agreement, Owner has agreed to manage, operate and maintain the ROW Improvements for the Term (as hereinafter defined) and execute and record these Covenants.

COVENANTS

NOW, THEREFORE, in consideration of the covenants and agreements set forth in the Development Agreement and these Covenants, Owner hereby agrees and declares that the Property and each part thereof shall be subject to the following terms, covenants and restrictions.

1. **Maintenance of ROW Improvements.** Owner covenants and agrees, at its sole cost and expense, to maintain in good condition and working order at all times the ROW

Improvements. Owner's maintenance obligations shall include, without limitation: (a) the maintenance, repair, upkeep and replacement of all components of the ROW Improvements including all (i) concrete, stone, crushed stone, gravel, brick pavers or other materials used for sidewalks or walkways, (ii) sidewalks, walkways, driveways and curbs, (iii) ground cover, grass, trees, shrubbery and other landscaping vegetation and materials, (iv) trash receptacles, benches, bike racks and lamp posts, (v) irrigation and electrical, tree lighting systems and other decorative lighting and (vi) public art; (b) the timely payment of all utility charges for irrigation and electrical systems related to the ROW Improvements including all tree and decorative lighting; and (c) the removal of trash and debris on or about the ROW Improvements. Owner shall replace any damaged, destroyed or stolen components of the ROW Improvements with materials of comparable quality and quantity to the quality and quantity of the materials originally installed as components of the ROW Improvements.

2. **Default and Remedies.** In the event Owner does not perform its maintenance obligations hereunder and, if such default remains uncured for a period of sixty (60) days after notice thereof is given in accordance with Section 5 (or in the event of a casualty or other loss requiring restoration or replacement of the ROW Improvements such longer period as may be reasonably necessary for Owner to perform such maintenance obligations), Midtown, at its option, may pursue specific performance of the Owner's obligations hereunder, cause such maintenance obligations to be performed and recover from Owner the cost of same or pursue any other remedy available at law or in equity. Owner shall pay such costs within thirty (30) days of receipt of a written statement of costs from Midtown, accompanied by contractor invoices, paid receipts, or other reasonable documentation to substantiate the amount set forth in such statement. The amount of any such statement that is not timely paid by Owner shall accrue interest at the lesser of twelve percent (12%) or highest rate allowed by law.

3. **Covenants Run with the Land; Successors and Assigns.** The terms, covenants, and agreements set forth in these Covenants shall run with the Property and each portion thereof and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of, and be enforceable by, Midtown or the Midtown Zone and their respective successors and assigns. As used herein, the term "Owner" shall mean the Owner, and the Owner's successors and assigns holding title to the Property or any portion thereof. In the event at any time more than one party holds title to the Property or any portion thereof, then, such parties shall be jointly and severally liable for the maintenance obligations herein set forth and such parties shall jointly exercise any rights of the Owner hereunder. Any party constituting the Owner that ceases to hold title to the Property or any portion thereof shall be deemed released from the obligations of the Owner under these Covenants to the extent such obligations arise from and after the date such party ceases to hold title to the Property or any portion thereof provided that an assignment and assumption agreement (which includes an assumption by purchaser or transferee of all of Owner's obligations under these Covenants to the extent accruing from and after the date of such assignment) is executed by the former Owner and successor Owner and recorded in the Official Public Records of Harris County, Texas, and fully executed and recorded copies of such assignment and assumption agreement and the deed to the successor Owner is provided to Midtown with current contact information for the successor Owner. The Owner has (or may in the future) establish a condominium board (the "Project Condominium Board") with authority

to manage, maintain and operate the ROW Improvements for the benefit of the owners and occupants of the Project. Midtown expressly consents to the delegation of the Owner's obligations under this Agreement to the Project Condominium Board and agrees that performance by the Project Condominium Board shall be deemed performance by the Owner; provided however, in such event the Owner shall not be released from its obligations under these Covenants.

4. **Term.** Unless terminated earlier by Midtown or its successors or assigns, the term of these Covenants shall be the later to occur of (a) December 31, 2040; and (b) the termination of the Midtown Zone.

5. **Notices.** Any notice sent under these Covenants shall be written and mailed, or sent by electronic transmission confirmed by mailing written confirmation at substantially the same time as such electronic transmission, or sent by nationally recognized overnight courier for next business day delivery, or personally delivered to the receiving party at the following addresses:

If to Midtown:

Reinvestment Zone Number Two
City of Houston, Texas
410 Pierce Street, Suite 355
Houston, Texas 77002
Attn: Chairman, Board of Directors
Email: mattt@houstonmidtown.com

Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002
Attn: Executive Director
Email: mattt@houstonmidtown.com

with copies to:

Barron F. Wallace
Bracewell LLP
711 Louisiana Street, Suite 2300
Houston, Texas 77002-2770
Email: Barron.Wallace@Bracewelllaw.com

If to Owner:

PEARL RESIDENCES AT MIDTOWN OWNER, LLC
5606 South Rice Avenue
Houston, Texas 77081
Attn: J. Philip Morgan

Email: philip@morgangroup.com

PEARL RESIDENCES AT MIDTOWN OWNER, LLC
5606 South Rice Avenue
Houston, Texas 77081
Attn: Rosalind M. McLeroy
Email: rosalindm@morgangroup.com

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when deposited with the U.S. Postal Service, sent by certified mail, return receipt requested, postage prepaid; any communication sent by nationally recognized overnight courier shall be deemed given (1) business day following deposit; and any communication delivered in person shall be deemed to be given when receipted for by, or actually received by Midtown or Owner, as the case may be.

6. **Invalidity.** If any provision of these Covenants is held to be illegal, invalid or unenforceable under the present or future laws, the legality, validity and enforceability of the remaining provisions of these Covenants will not be affected thereby.

7. **Governing Law.** These Covenants shall be governed by and construed in accordance with the laws of the State of Texas.

8. **Construction.** The parties acknowledge that the parties and their counsel have reviewed these Covenants and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of these Covenants.

9. **Counterparts.** These Covenants may be executed in multiple counterparts, each of which shall be deemed an original.

10. **No Third Party Beneficiaries.** The Owner and Midtown acknowledge and agree that, except as expressly set forth herein, there are no intended third party beneficiaries of these Covenants or of any of the right and privileges conferred herein.

11. **Amendments.** These Covenants may be amended, supplemented, restated or otherwise modified only by a written instrument executed by Owner and Midtown or their respective successors and assigns.

12. **Entire Agreement.** These Covenants and the Development Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior written and oral agreements and understandings with respect to such subject matter.

[Signatures on Following Page]

These Covenants are executed to be effective as of the ____ day of _____,
_____.

OWNER

**PEARL RESIDENCES AT MIDTOWN
OWNER, LLC.**

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on this ____ day of _____,
_____, by _____, _____ of PEARL
RESIDENCES AT MIDTOWN OWNER, LLC, a Texas limited liability company, on behalf of
said company.

Notary Public, State of Texas

AUTHORITY

MIDTOWN REDEVELOPMENT AUTHORITY

By: _____

Name: _____

Title: _____

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

This instrument was acknowledged before me on this ____ day of _____, _____, by _____, the _____ of Midtown Redevelopment Authority, a public non-profit local government corporation created pursuant to Chapter 431, Texas Transportation Code, on behalf of said corporation.

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A

Description of Property

[To be inserted.]

DRAFT

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (this “**Amendment**”) is made as of _____, 2020 by and among MIDTOWN REDEVELOPMENT AUTHORITY (“**Midtown Authority**” or “**Midtown**”), a public non-profit local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code, and authorized and approved by the City under Resolution No. 95-96 adopted on June 28, 1995, acting by and through its governing body, the Board of Directors (the “**Midtown Board**”), and acting on behalf of REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS (“**Midtown Zone**”), a tax increment reinvestment zone created by the City of Houston, Texas (the “**City**”) pursuant to Chapter 311 of the Texas Tax Code, as amended, acting by and through its governing body, the Board of Directors (the “**Midtown Zone Board**”), and PEARL RESIDENCES AT MIDTOWN OWNER, LLC, a Delaware limited liability company (“**Developer**”).

RECITALS

A. Developer and Midtown Authority entered into that certain Development Agreement dated January 11, 2017 (the “**Agreement**”) with respect to real property currently owned by Developer located at 3120 Smith Street, Houston, Harris County, Texas as more particularly described on Exhibit A attached hereto and incorporated herein (the “**Property**”). All capitalized terms not otherwise expressly defined herein will have the meanings ascribed to them in the Agreement.

B. Developer intends, pursuant to Section 5.04 of the Agreement, to convey to Pearl Marketplace at Midtown Owner, LLC, a Delaware limited liability company (“**Retail Owner**”), an Affiliate of Developer, the retail portion of the Property as more particularly described on Exhibit B attached hereto and incorporated herein (the “**Retail Unit**”). Developer will continue to own the remainder of the Property described on Exhibit C attached hereto and incorporated herein (the “**Residential Unit**”).

C. In connection with the conveyance of the Retail Unit, Developer and Midtown Authority desire to amend the Agreement to clarify the rights and obligations with respect to the Pearl Midtown ROW Project and the Reimbursement and to establish the process for determining the Available Tax Increment, among other things, pursuant to the terms and conditions set forth herein.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits of this Amendment, Midtown and Developer contract and agree as follows:

1. Assignment. Midtown acknowledges that Developer, pursuant to Section 5.04 of the Agreement, has conveyed or will convey the Retail Unit to Retail Owner. The Retail Owner’s contact information is as follows: 3000 Richmond Street, Houston, Texas 77098, Attn: Philip

Morgan (713-361-7241; philip@morgangroup.com) and Rosalind M. McLeroy (713-361-7227; rosalindm@morgangroup.com).

2. Reimbursement. For purposes of clarity, despite the conveyance of the Retail Unit from Developer to Retail Owner, Developer (and its permitted successors and assigns with respect to the Residential Unit only) shall remain the only party entitled to receive the Reimbursement pursuant to the Agreement. Retail Owner and any subsequent owner of the Retail Unit shall have no rights with respect to the Reimbursement.

3. Determination of Available Tax Increment. The Available Tax Increment shall be based upon the established certified appraised value of the Property through the Harris County Appraisal Review Board process (the “**Certified Value**”). Developer may contest, in good faith and in accordance with applicable law, the Certified Value by filing a routine protest or lawsuit of the Certified Value with the applicable authority (the “**Tax Protest**”). The Tax Protest shall not relieve (i) Developer of its obligation to timely pay all taxes applicable to the Property in full or (ii) Midtown of its obligation to timely pay the Reimbursement based upon then-available Certified Value.

If the Tax Protest results in a reduction of the appraised value of the Property (the “**Final Value**”) and Developer actually receives a reimbursement for any overpayment by Developer of the taxes for the Property, Developer will promptly disclose the Final Value to Midtown and the Available Tax Increment and Reimbursement for the year in question shall be recalculated based upon the Final Value and, if necessary, the subsequent Reimbursement to be paid by Midtown shall be reduced accordingly; provided that, if a reduction is necessary after the Outside Reimbursement Date (and, as such, Midtown is no longer obligated to pay the Reimbursement), Developer shall pay to Midtown the amount of any reduction.

Developer’s books and records pertinent to the Final Value that may be disclosed by Developer which are not subject to privilege or confidentiality provisions will be open to inspection by Midtown or its representative upon reasonable notice. All such books and records may be transmitted in electronic form.

4. Lender Assignment. The last sentence of Section 5.04 in the Agreement is hereby deleted and replaced with the following: “The foregoing notwithstanding, Developer shall be entitled to collaterally assign its rights under this Agreement to a commercial bank or lender which provides financing to Developer secured by a first lien on the Residential Unit (as defined in that certain Condominium Declaration filed for record in Book 215, Page 975 of the Condominium Records of Harris County, Texas and under Harris County Clerk’s File No. RP-2017-15223) provided that Developer provides to Midtown Authority a fully-executed copy of any such collateral assignment and the name and contact information of the commercial bank or lender.”

5. Developer Notice Address. In the Developer's notice addresses in Section 7.04 of the Agreement, "5606 South Rice Avenue, Houston, Texas 77081" is hereby deleted and replaced with "3000 Richmond Avenue, Houston, Texas 77098" in both instances.

6. Maintenance Agreement. **Exhibit G** attached to the Agreement is hereby deleted in its entirety and replaced with **Exhibit G** attached hereto and made a part hereof.

7. Entire Agreement. The Agreement and this Amendment represent the final agreement between the parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties hereto. There are no unwritten oral agreements between the parties hereto.

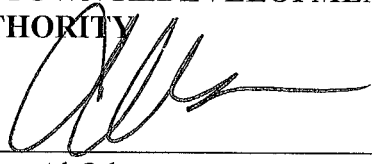
8. Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

[Remainder of page intentionally left blank; Signatures follow.]

IN WITNESS WHEREOF, Midtown and Developer have caused this Amendment to be duly executed as of the date first written above.


MIDTOWN:

**MIDTOWN REDEVELOPMENT
AUTHORITY**

By: 
Name: Al Odom
Title: Chair, Board of Directors

DEVELOPER:

**PEARL RESIDENCES AT MIDTOWN
OWNER, LLC, a Delaware limited liability
company**

By: 
J. Phillip Morgan, Vice President

APPROVED:

**CHIEF DEVELOPMENT OFFICER OF THE
CITY OF HOUSTON, TEXAS**

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description of Property

All of Pearl Brazos Rosalie, a subdivision of 1.89 acres located in the Obedience Smith Survey A-696, according to the plat recorded at Film Code No. 679338 of the Harris County Map Records.

DRAFT

EXHIBIT B

Legal Description of Retail Unit

That certain Retail Unit, together with the Limited Common Elements appurtenant to the Retail Unit, of PEARL RESIDENCES AT MIDTOWN CONDOMINIUMS, a Condominium regime in the City of Houston, Harris County, Texas, according to the Condominium Declaration filed for record in Book 215, Page 975 of the Condominium Records of Harris County, Texas and under Harris County Clerk's File No. RP-2017-15223.

DRAFT

EXHIBIT C

Legal Description of Residential Unit

That certain Residential Unit, together with the Limited Common Elements appurtenant to the Residential Unit, of PEARL RESIDENCES AT MIDTOWN CONDOMINIUMS, a Condominium regime in the City of Houston, Harris County, Texas, according to the Condominium Declaration filed for record in Book 215, Page 975 of the Condominium Records of Harris County, Texas and under Harris County Clerk's File No. RP-2017-15223.

DRAFT

EXHIBIT G

Form of Maintenance Agreement

MAINTENANCE COVENANTS

These **MAINTENANCE COVENANTS** (“Covenants”) are made by **PEARL RESIDENCES AT MIDTOWN OWNER, LLC**, a Delaware limited liability company (“Owner”), to and for the benefit of the **MIDTOWN REDEVELOPMENT AUTHORITY**, a public non-profit local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code, and authorized and approved by the City under Resolution No. 95-96 adopted on June 28, 1995 (“Midtown”), acting by and through its governing body, the Board of Directors and acting on behalf of the **REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS**, a tax increment investment zone created by the City of Houston, Texas pursuant to Chapter 311 of the Texas Tax Code (“Midtown Zone”).

RECITALS

A. Owner owns certain real property located at 3120 Smith Street, Houston, Harris County, Texas and described on Exhibit A attached hereto and incorporated herein (“**Property**”) on which Owner has developed a mixed use project known as “Pearl Marketplace at Midtown” consisting of residential apartment units and a Whole Foods Market grocery store with underground parking (“**Project**”).

B. Owner has conveyed or will convey to Pearl Marketplace at Midtown Owner, LLC, a Delaware limited liability company, an affiliate of Owner, the retail portion of the Property as more particularly described on Exhibit B attached hereto and incorporated herein (the “**Retail Unit**”). Owner will continue to own the remainder of the Property as described on Exhibit C attached hereto and incorporated herein (the “**Residential Unit**”).

C. Midtown and Owner entered into that certain Development Agreement dated January 11, 2017, as amended, regarding certain right of way improvements for the Project (“**Development Agreement**”).

D. Pursuant to the Development Agreement, Owner has planned, designed, constructed, equipped and installed certain sidewalks, walkways, curbs, gutters, pavers, decorative walls, public art, landscaping, lighting, trash receptacles, benches, bike racks, electrical and irrigation systems and related facilities along the portion of the Property located adjacent to the Project and the adjoining public rights-of-way for Smith Street, Elgin Street and Brazos Street (“**ROW Improvements**”), and Midtown has agreed to reimburse Owner for certain costs for the ROW Improvements.

E. In consideration of the covenants and agreements of Midtown pursuant to the Development Agreement, Owner has agreed to manage, operate and maintain the ROW Improvements for the Term (as hereinafter defined) and execute and record these Covenants.

COVENANTS

NOW, THEREFORE, in consideration of the covenants and agreements set forth in the Development Agreement and these Covenants, Owner hereby agrees and declares that the Property and each part thereof shall be subject to the following terms, covenants and restrictions.

1. **Maintenance of ROW Improvements.** Owner covenants and agrees, at its sole cost and expense, to maintain in good condition and working order at all times the ROW Improvements. Owner's maintenance obligations shall include, without limitation: (a) the maintenance, repair, upkeep and replacement of all components of the ROW Improvements including all (i) concrete, stone, crushed stone, gravel, brick pavers or other materials used for sidewalks or walkways, (ii) sidewalks, walkways, driveways and curbs, (iii) ground cover, grass, trees, shrubbery and other landscaping vegetation and materials, (iv) trash receptacles, benches, bike racks and lamp posts, (v) irrigation and electrical, tree lighting systems and other decorative lighting and (vi) public art; (b) the timely payment of all utility charges for irrigation and electrical systems related to the ROW Improvements including all tree and decorative lighting; and (c) the removal of trash and debris on or about the ROW Improvements. Owner shall replace any damaged, destroyed or stolen components of the ROW Improvements with materials of comparable quality and quantity to the quality and quantity of the materials originally installed as components of the ROW Improvements.

2. **Default and Remedies.** In the event Owner does not perform its maintenance obligations hereunder and, if such default remains uncured for a period of sixty (60) days after notice thereof is given in accordance with Section 5 (or in the event of a casualty or other loss requiring restoration or replacement of the ROW Improvements such longer period as may be reasonably necessary for Owner to perform such maintenance obligations), Midtown, at its option, may pursue specific performance of the Owner's obligations hereunder, cause such maintenance obligations to be performed and recover from Owner the cost of same or pursue any other remedy available at law or in equity. Owner shall pay such costs within thirty (30) days of receipt of a written statement of costs from Midtown, accompanied by contractor invoices, paid receipts, or other reasonable documentation to substantiate the amount set forth in such statement. The amount of any such statement that is not timely paid by Owner shall accrue interest at the lesser of twelve percent (12%) or highest rate allowed by law.

3. **Covenants Run with the Land; Successors and Assigns.** The terms, covenants, and agreements set forth in these Covenants shall run with the Residential Unit and each portion thereof (but not the Retail Unit) and shall be binding on all parties having any right, title or interest in or to the Residential Unit or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of, and be enforceable by, Midtown or the Midtown Zone and their respective successors and assigns. As used herein, the term "Owner" shall mean the Owner, and the Owner's successors and assigns holding title to the Residential Unit or any portion thereof (but not the Retail Unit). In the event at any time more than one party holds title to the Residential Unit or any portion thereof, then, such parties shall be jointly and severally liable for the maintenance obligations herein set forth and such parties shall jointly exercise any rights of the Owner hereunder. Any party constituting the Owner that ceases to hold title to the Residential Unit or any portion thereof shall be deemed released from the obligations of the Owner under these Covenants to the extent such obligations arise from and after the date such party ceases to hold title to the Property or any portion thereof provided that an assignment and assumption agreement (which includes an assumption by purchaser or transferee of all of Owner's obligations under these

Covenants to the extent accruing from and after the date of such assignment) is executed by the former Owner and successor Owner and recorded in the Official Public Records of Harris County, Texas, and fully executed and recorded copies of such assignment and assumption agreement and the deed to the successor Owner is provided to Midtown with current contact information for the successor Owner. The Owner has (or may in the future) establish a condominium board (the "**Project Condominium Board**") with authority to manage, maintain and operate the ROW Improvements for the benefit of the owners and occupants of the Project. Midtown expressly consents to the delegation of the Owner's obligations under this Agreement to the Project Condominium Board and agrees that performance by the Project Condominium Board shall be deemed performance by the Owner; provided however, in such event the Owner shall not be released from its obligations under these Covenants.

4. **Term.** Unless terminated earlier by Midtown or its successors or assigns, the term of these Covenants shall be the later to occur of (a) December 31, 2040; and (b) the termination of the Midtown Zone.

5. **Notices.** Any notice sent under these Covenants shall be written and mailed, or sent by electronic transmission confirmed by mailing written confirmation at substantially the same time as such electronic transmission, or sent by nationally recognized overnight courier for next business day delivery, or personally delivered to the receiving party at the following addresses:

If to Midtown:

Reinvestment Zone Number Two
City of Houston, Texas
410 Pierce Street, Suite 355
Houston, Texas 77002
Attn: Chairman, Board of Directors
Email: mattt@houstonmidtown.com

Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002
Attn: Executive Director
Email: mattt@houstonmidtown.com

with copies to:

Barron F. Wallace
Bracewell LLP
711 Louisiana Street, Suite 2300
Houston, Texas 77002-2770
Email: Barron.Wallace@Bracewelllaw.com

If to Owner:

PEARL RESIDENCES AT MIDTOWN OWNER, LLC
3000 Richmond Avenue
Houston, Texas 77098
Attn: J. Philip Morgan
Email: philip@morgangroup.com

PEARL RESIDENCES AT MIDTOWN OWNER, LLC
3000 Richmond Avenue
Houston, Texas 77098
Attn: Rosalind M. McLeroy
Email: rosalindm@morgangroup.com

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when deposited with the U.S. Postal Service, sent by certified mail, return receipt requested, postage prepaid; any communication sent by nationally recognized overnight courier shall be deemed given (1) business day following deposit; and any communication delivered in person shall be deemed to be given when receipted for by, or actually received by Midtown or Owner, as the case may be.

6. **Invalidity.** If any provision of these Covenants is held to be illegal, invalid or unenforceable under the present or future laws, the legality, validity and enforceability of the remaining provisions of these Covenants will not be affected thereby.

7. **Governing Law.** These Covenants shall be governed by and construed in accordance with the laws of the State of Texas.

8. **Construction.** The parties acknowledge that the parties and their counsel have reviewed these Covenants and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of these Covenants.

9. **Counterparts.** These Covenants may be executed in multiple counterparts, each of which shall be deemed an original.

10. **No Third Party Beneficiaries.** The Owner and Midtown acknowledge and agree that, except as expressly set forth herein, there are no intended third party beneficiaries of these Covenants or of any of the right and privileges conferred herein.


11. **Amendments.** These Covenants may be amended, supplemented, restated or otherwise modified only by a written instrument executed by Owner and Midtown or their respective successors and assigns.

12. **Entire Agreement.** These Covenants and the Development Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior written and oral agreements and understandings with respect to such subject matter.

These Covenants are executed to be effective as of _____, 2020.

OWNER:

**PEARL RESIDENCES AT MIDTOWN
OWNER, LLC,**
a Delaware limited liability company

By: 
J. Philip Morgan, Vice President

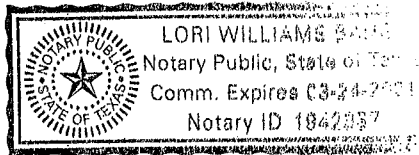
THE STATE OF TEXAS


COUNTY OF HARRIS

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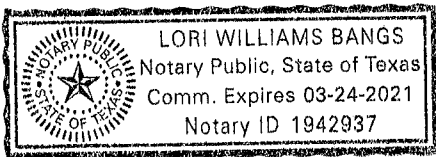
This instrument was acknowledged before me on this 10th day of February, 2020 by J. Philip Morgan, Vice President of PEARL RESIDENCES AT MIDTOWN OWNER, LLC, a Delaware limited liability company, on behalf of said company.

SEAL:



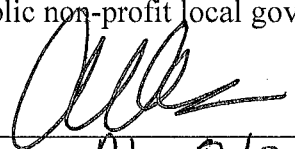


Notary Public, State of Texas



AUTHORITY

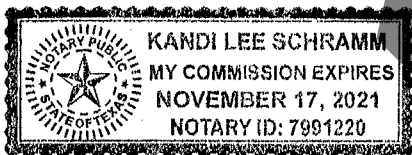
MIDTOWN REDEVELOPMENT AUTHORITY,
a public non-profit local government corporation

By: 
Name: Al Odom
Title: Chair

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 30th day of Jan,
2020, by Al Odom, the Chair of Midtown
Redevelopment Authority, a public non-profit local government corporation created pursuant to
Chapter 431, Texas Transportation Code, on behalf of said corporation.

SEAL:





Notary Public, State of Texas

EXHIBIT A

Legal Description of Property

All of Pearl Brazos Rosalie, a subdivision of 1.89 acres located in the Obedience Smith Survey A-696, according to the plat recorded at Film Code No. 679338 of the Harris County Map Records.

DRAFT

EXHIBIT B

Legal Description of Retail Unit

That certain Retail Unit, together with the Limited Common Elements appurtenant to the Retail Unit, of PEARL RESIDENCES AT MIDTOWN CONDOMINIUMS, a Condominium regime in the City of Houston, Harris County, Texas, according to the Condominium Declaration filed for record in Book 215, Page 975 of the Condominium Records of Harris County, Texas and under Harris County Clerk's File No. RP-2017-15223.

DRAFT

EXHIBIT C

Legal Description of Residential Unit

That certain Residential Unit, together with the Limited Common Elements appurtenant to the Residential Unit, of PEARL RESIDENCES AT MIDTOWN CONDOMINIUMS, a Condominium regime in the City of Houston, Harris County, Texas, according to the Condominium Declaration filed for record in Book 215, Page 975 of the Condominium Records of Harris County, Texas and under Harris County Clerk's File No. RP-2017-15223.

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