



midtown
H O U S T O N

**MIDTOWN REDEVELOPMENT AUTHORITY/
TIRZ#2
BOARD OF DIRECTORS MEETING
May 27, 2021**



**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 regular** meeting, open to the public, with the Board of Directors of the Midtown Reinvestment Zone to be held on **Thursday, May 27, 2021 at 12:30 P.M.** To attend the Midtown Redevelopment Authority meeting via video communication please use the following URL: <https://midtownhouston.webex.com/midtownhouston/j.php?MTID=m87abf6b41d4766e4fd5051f7390cfb47> dial **US Toll Free 1-844-992-4726**; when prompted enter access code 187 683 4968# and join as a participant to consider and take action upon the matters listed below. 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:

*** In accordance with section 418.016 of the Texas Government Code, as amended, the Texas Governor has temporarily suspended certain open meeting statutes that require government officials and members of the public to be physically present at a specified meeting location. As a result, governmental entities, such as the Authority and the Zone, are permitted to meet via telephonic meeting. Members of the public are invited to join the telephonic meeting and may make public comments during the public comment portion of the agenda. For an electronic copy of agenda documents, please refer to the following link: <https://midtownhouston.com/affiliated-organizations/mra/board/>.**

AGENDA

1. Call to Order and Introduction of Guests.
2. Public Comment.
3. Consent Agenda for the Midtown Reinvestment Zone:
 - a. Minutes for April 29, 2021.
4. Consent Agenda for the Authority:
 - a. Minutes for April 29, 2021;
 - b. Monthly financial reports for April 30, 2021;
 - c. Invoices from Trustee and Operating Accounts for May 2021.

5. Agreed Upon Procedures Audit for Fiscal Year 2020.
6. Investment Report for Quarter Ending March 31, 2021.
7. Economic Development Agreement with Rice Management Company.
8. Midtown Affordable Housing Program:
 - a. Affordable Housing Operations Campus;
 - i. Change Orders;
 - ii. Status Report on Affordable Housing Operations Center Leases; acknowledgment of signed leases;
 - b. Vacant Lot Landscape Maintenance Agreements;
 - c. Resolution Authorizing Development Agreement for Grand Park Square (South Union);
 - d. Affordability Period for Single Family Affordable Housing;
 - e. Affordable Housing Development Update.
9. Midtown Capital Improvements Program:
 - a. Parks and Greenspace - Walter P Moore / Design Workshop;
 - i. Bagby Park – Storage and Renovations;
 1. Change Orders;
 - b. Caroline Street Reconstruction – ESPA Corp/KCI;
 - i. Change Orders;
 - c. Request for Qualifications for Architectural and Engineering Services.
10. With respect to the foregoing agenda items, the Authority may conduct an executive session with regard 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).

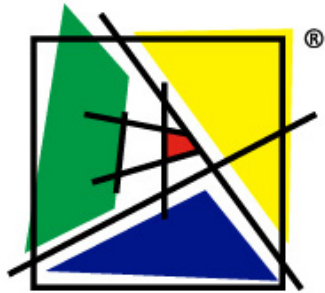
Upon entering into the executive session, the presiding officer shall announce which agenda items will be discussed.

11. Adjourn.



Matt Thibodeaux

Executive Director MT/ks



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H O U S T O N

CONSENT AGENDA

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

April 1, 2021

A regular Meeting of the Board of Directors (the “Board”) of Reinvestment Zone Number Two, City of Houston, Texas (the “Zone”) was held **Thursday, April 1, 2021 at 12:30 P.M.** via video and telephonic conferencing. The meeting was open to the public. The roll of the duly appointed members of the Board was called, to-wit:

<u>Pos. #</u>	<u>Name</u>	<u>Pos. #</u>	<u>Name</u>
1	Camille Foster	6	Abe Goren
2	Donald Bond	7	Caton M. Fenz
3	Vacant	8	John Thomas
4	Michael Murphy	9	Zoe Middleton
5	Al Odom		

and all the above were present except Director Murphy and Thomas.

Also in attendance were Midtown Staff members: Matt Thibodeaux, Vernon Williams, Kandi Schramm, Todd Edwards, David Thomas, Theresa Gilmore, Marlon Marshall, Mark Sullivan, Willie Larry and Edward Lacey; Barron F. Wallace and Mary Buzak of Bracewell LLP; Peggy Foreman of Burney & Foreman; Algenita Scott Davis, Robert Bradford and Angie Gomez of CCPPI; Edwin Friedrichs and Rachel Ray of Walter P. Moore; Ryan LaVasseur and Sam Dike of Rice Management Company; Zack Martin of MCMD, Carol Harrison of IDS Engineering; Jennifer Curley of the City of Houston; Jeri Brooks and Ashley Small of One World Strategy Group, Theola Petteway of Almeda/OST Redevelopment Authority; Gary Bernard of 2016 Main; Sean Haley of CCPPI; Alderwoman Arnetta Murray of Brazoria County, Mariana Raschke of The Goodman Corporation; Roberta Burroughs of Roberta Burroughs Associates; Joy Fitzgerald, Consultant for CCPPI; Juliana Garaizar of Greentown Houston; and other attendees –Eva Wyatt, , Kendra Murray, Paul Burch, Aisha Taylor, Alex Tobin, Dean Liscum, Sam Stoeltje, Paul Burch, Jonathan Ezemba, Monica Aizpurra, Jaison Oliver, Aliyyah Bey, Aaron Ableson, Angela Joubert James, Ph. D., Darsha Carter, Jovante Ham, Health Butler, Buerkie Klokpah, Ayesha Shelton, Bryson Grover, Crystal Toussant, David Edwards, Dennea LeFlore, Dolores Lozano, Allen Douglas, Jervani Thompson, Junious, Kevan Shelton, Mary Claire Neal, Mike Adams, Tamara Sherman, Melanoid Exchange, Mike Pittman, Scott Irby and Willie Ashley. There were 79 attendees on the call; four (4) of the attendees failed to introduce themselves and therefore their identities were unknown.

CONSENT AGENDA FOR THE MIDTOWN REINVESTMENT ZONE.

MINUTES FOR April 1, 2021.

Matt Thibodeaux, Executive Director, presented the consent agenda to the Board.

Director Goren made a motion to approve the consent agenda. The motion was seconded by Director Foster and carried by unanimous vote.

ADJOURNMENT

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

Caton Fenz, Assistant. Secretary

Date

**MINUTES OF THE BOARD OF DIRECTORS OF
THE MIDTOWN REDEVELOPMENT AUTHORITY**

April 29, 2021

A regular meeting of the Board of Directors (the “Board”) of the Midtown Redevelopment Authority (the “Authority”) was held via video and telephonic conferencing on Thursday, April 29, 2021 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	Abe Goren
2	Donald Bond	7	Caton M. Fenz
3	Vacant	8	John Thomas
4	Michael F. Murphy	9	Zoe Middleton
5	Al Odom		

and all the above were present except Directors Murphy and Thomas.

Also in attendance were Midtown Staff members: Matt Thibodeaux, Vernon Williams, Kandi Schramm, Todd Edwards, David Thomas, Theresa Gilmore, Marlon Marshall, Mark Sullivan, Willie Larry and Edward Lacey; Barron F. Wallace and Mary Buzak of Bracewell LLP; Peggy Foreman of Burney & Foreman; Algenita Scott Davis, Robert Bradford and Angie Gomez of CCPPI; Edwin Friedrichs and Rachel Ray of Walter P. Moore; Ryan LaVasseur and Sam Dike of Rice Management Company; Zack Martin of MCMD, Carol Harrison of IDS Engineering; Jennifer Curley of the City of Houston; Jeri Brooks and Ashley Small of One World Strategy Group, Theola Petteway of Alameda/OST Redevelopment Authority; Gary Bernard of 2016 Main; Sean Haley of CCPPI; Alderwoman Arnetta Murray of Brazoria County, Mariana Raschke of The Goodman Corporation; Roberta Burroughs of Roberta Burroughs Associates; Joy Fitzgerald, Consultant for CCPPI; Juliana Garaizar of Greentown Houston; and other attendees –Eva Wyatt, , Kendra Murray, Paul Burch, Aisha Taylor, Alex Tobin, Dean Liscum, Sam Stoeltje, Paul Burch, Jonathan Ezemba, Monica Aizpurra, Jaison Oliver, Aliyyah Bey, Aaron Ableson, Angela Joubert James, Ph. D., Darsha Carter, Jovante Ham, Health Butler, Buerkie Klokpah, Ayesha Shelton, Bryson Grover, Crystal Toussant, David Edwards, Dennea LeFlore, Dolores Lozano, Allen Douglas, Jervani Thompson, Junious, Kevan Shelton, Mary Claire Neal, Mike Adams, Tamara Sherman, Melanoid Exchange, Mike Pittman, Scott Irby and Willie Ashley. There were 79 attendees on the call; four (4) of the attendees failed to introduce themselves and therefore their identities were unknown.

Chairman Odom called the meeting to order and welcomed the guests. He announced, that the meeting was being recorded and stated that **“In accordance with section 418.016 of the Texas Government Code, as amended, the Texas Governor has temporarily suspended certain open meeting statutes that require government officials and members of the public to be physically present at a specified meeting location. As a result, governmental entities, such as the Authority and the Zone, are permitted to meet via telephonic meeting. Members of the public are invited to join the telephonic meeting and may make public comments during the public comment portion of the agenda.”**

PUBLIC COMMENTS:

Daraha Carter, Jovante Ham, Mike Pittman and Health Butler [Speakers 1-3] spoke about their positive experiences and business growth as a result of their affiliation and involvement with the ION. They each encouraged support for MRA entering into an Economic Development Agreement with Rice Management Company.

Sam Dike spoke in favor of entering into an Economic Development Agreement with Rice Management Company.

Speaker 5 was a representative of Greentown Labs Houston which recently opened in the old Fiesta Store at 4200 San Jacinto. She introduced her company and stated that they were excited to be in Houston and wanted to engage with the Houston Community and make some of their space available for up-and-coming entrepreneurs and community events.

Aliyyah Bey, Jaison Oliver, Sam Stoeltje, Uyiosa Elegon, Jonathan Ezemba, Angela Joubert James, Ph. D., Aris Brown, Paul Burch, Dean Liscum, Darsha Carter, Jovante Ham, Mike Pittman, Heath Butler, Sam Dike, Juliana Garaizar, Buerkie Klokpah, Alderwoman Arnetta Murray, Dolores Lozano, Crystal Toussant, and Mary Claire Neal and all encouraged the Board to require Rice Management Company to execute a Community Benefits Agreement exclusively with Houston Coalition Economic Development (HCEED) as a condition to entering into an Economic Development Agreement with Rice Management Company. The speakers contended that the project proposed by Rice Management Company will have a significant and negative impact on the adjacent 3rd Ward community and its long-term property owners and residents. They encouraged the Board to support a CBA with HCEED and stated that doing so would allow the Community to hold Rice Management Company accountable.

CONSENT AGENDA FOR THE AUTHORITY:

- a. Minutes for April 1, 2021;
- b. Monthly financial reports for March 31, 2021;
- c. Invoices from Trustee and Operating Accounts for April 2021;

Executive Director Thibodeaux presented the consent agenda. Director Goren made a motion to approve the consent agenda as presented. The motion was seconded by Director Foster and carried by unanimous vote.

ECONOMIC DEVELOPMENT AGREEMENT WITH RICE MANAGEMENT COMPANY.

Barron Wallace reported that he was continuing to work with the Board Sub-Committee in negotiations with Rice Management Company. He stated that there was an upcoming meeting with the Board Sub-Committee to further discuss the Economic Development Agreement with the Rice Management Company (RMC) and that he anticipates having an update for the Board at the next Board meeting. Chairman Odom summarized the role, purpose and limitations of the Midtown TIRZ and Redevelopment Authority. He reminded everyone that the Authority was created by the City of Houston and are charged with implementing the approved Project Plan in an effort to revitalize the area within its boundaries and facilitate affordable housing in the City. He further stated that any Economic Development Agreements approved by the Authority Board would also require approval by the City of Houston. Chair Odom acknowledged the public comments and other information that has been provided to him and other Board members. He also stated that the City has made

it very clear that City representatives will work directly with RMC in drafting an agreement related to the proposed innovation district that is anticipated to be beneficial to the community.

MIDTOWN AFFORDABLE HOUSING PROGRAM:

AFFORDABLE HOUSING OPERATIONS CAMPUS:

INSURANCE FOR OPERATIONS CAMPUS:

Barron F, Wallace of Bracewell LLP reported that the City of Houston granted a temporary Certificate of Occupancy to the Affordable Housing Operations Center. The building will not be released to Midtown until the official final Certificate of Occupancy is received in the coming weeks. Mr. Wallace presented a Resolution Authorizing The Authority To Enter Into Certain Leases Relating To The Affordable Housing Operations Center; Authorizing The Authority And Its Agent To Take All Necessary Actions Regarding Same; Approving Various Findings And Other Matters Incidental To Such Leases. Director Bond made a motion to approve the Resolution as presented. The motion was seconded by Director Goren. Following all discussion, the motion passed by unanimous vote.

In response to questions from Director Goren, Algenita Davis discussed the leasing process being followed and reported on the status of lease negotiations and other efforts to attract potential tenants to the building. She also reported that building management is actively engaged and preparing to assume responsibility for the building upon issuance of the final Certificate of Occupancy.

CHANGE ORDERS

Mr. Marshall reported there are no Change Orders to be presented at this meeting.

VACANT LOT LANDSCAPE MAINTENANCE AGREEMENTS:

Marlon Marshall gave an overview of the Invitation to Bid (ITB) for Vacant Lot Landscape Maintenance Services and the process used to review and evaluate the firms that responded to the ITB. He stated that the Midtown Consultant, A.O Phillips & Associates participated in the process, compiled data, interviewed the top ranked firms using a standard set of questions prepared by the MRA Staff and checked references. Mr. Marshall reported that the evaluation team was recommending the award of contracts to Trans Teq Environmental Solutions, Inc. and Four Eleven LLC to provide vacant lot landscape maintenance services on MRA owned property. Peggy Foreman advised the Board that the contracts would be presented for approval at the May 2021 Board meeting. Director Goren made a motion to authorize the Executive Director and the attorneys to move forward with negotiation of contracts with Trans Teq Environmental Solutions, Inc. and Four Eleven LLC. The motion was seconded by Director Foster. Following all discussion, the motion carried by unanimous vote.

PRESENTATION REGARDING DEVELOPMENT AGREEMENT FOR GRANT PARK SQUARE (SOUTH UNION):

Todd Edwards made a presentation regarding the proposed sale of 5 lots to Junious Capital Partners, LLC, or an affiliate company, for construction of five (5) affordable single-family homes for sale to qualified homebuyers in Grand Park Square in the southeast Houston community commonly known as South Union. He stated that each home would be approximately 1,400 – 1,500 square feet and would be ultimately sold to homebuyers whose income is between 80 to 120 percent (80% - 120%) of Area Median Income for Houston. Mr. Edwards asked for authorization for the attorneys to move forward with negotiating a Development and Purchase Agreement for sale of the 5 lots to Junious Capital Partners, LLC, or an affiliate company. Director Goren made a motion to authorize the Staff and attorneys to negotiate a Development and Purchase

Agreement with Junious Capital Partners, LLC or an affiliate company for sale of 5 lots in the southeast Houston community commonly known as South Union for construction of affordable single-family homes. The motion was seconded by Director Bond. Following all discussion, the motion carried by unanimous vote.

AFFORDABLE HOUSING DEVELOPMENT UPDATE.

No updated was given.

MIDTOWN CAPITAL IMPROVEMENT PROGRAM:

PARKS AND GREENSPACE – WALTER P. MOOR / DESIGN WORKSHOP

BAGBY PARK – STORAGE AND RENOVATIONS

Mr. Marshall reported that Bagby Park contractor is still working with the staff and consultants to finalize project close out documentation. He also reported that the contractor for the kiosk tenant has mobilized on site and that construction is anticipated to take approximately 60 to 90 days to complete.

CHANGE ORDERS

Mr. Marshall presented Change Order #11 evidencing a reduction of the final retainage in the amount of \$1,231.56 for contract modifications related to decorative lighting. Director Foster made a motion to approve Change Order #11 evidencing a reduction of the final retainage in the amount of \$1,231.56 for contract modifications related to decorative lighting. The motion was seconded by Director Goren and carried by unanimous vote.

MIDTOWN PARK

ADDITIONAL SERVICES REQUEST FOR DESIGN – WALTER P. MOORE

Marlon Marshall reported that the Front 90 Restaurant discussions are moving towards a Food Truck area. The area was constructed with amenities that will be favorable for a Food Truck area including electrical outlets, water connects and parking areas. Mr. Marshall stated that the staff is working with Walter P. Moore on preliminary designs.

CAROLINE STREET RECONSTRUCTION – ESPA CORP/KCI

Mr. Marshall reported that the Contractor for the Caroline Street Reconstruction continues paving activity between Gray and McGowen Streets. He further reported that waterline installation continues between Gray and Pierce Streets, drainage installation is continuing at Gray and Elgin Streets and that sidewalks and light poles have been installed between Elgin and McGowen Streets. Mr. Marshall stated that upcoming work includes installation of landscaping in the rain gardens. He reported that project completion is scheduled for the end of June but that completion may not occur until mid to late July.

CHANGE ORDERS

Mr. Marshall presented the following Change Orders:

Change Order #47 in the amount of \$27,228.54 for project overhead compensation for time adjustment to add 10 working days to the contract due to delays in obtaining waterline chlorination tests and results from the City of Houston which impacts the subsequent waterline

activities. Director Foster made a motion to approve Change Order #47 in the amount of \$27,228.54 for project overhead compensation for time adjustment to add 10 working days to the contract due to delays in obtaining waterline chlorination tests and results from the City of Houston which impacts the subsequent waterline activities. The motion was seconded by Director Goren and carried by unanimous vote.

REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL AND ENGINEERING SERVICES.

Mr. Marshall reported that the Authority received approximately 60 responses to the Request for Qualifications (RFQ) for Architectural and Engineering Services. He stated that the staff is working with Bracewell LLP on this matter and that review and evaluation of the responses is taking longer than expected. He stated that an update will be provided at a future Board meeting.

EXECUTIVE SESSION

There was no closed session.

ADJOURN

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

Caton Fenz, Assistant Secretary

Date

WF Operating Account 4040

May 31, 2021

Type	Date	Num	Name	Memo	Amount
101001 - Wells Fargo Ope Acctg 64040					
Bill Pmt -Check	05/07/2021	9923	HX Houston Exponential	MAY 2021	11,117.50
Bill Pmt -Check	05/27/2021	9933	Bee-Line Delivery Service, Inc.	Courier Service	627.13
Bill Pmt -Check	05/27/2021	9934	Bracewell LLP	Legal Services	10,613.75
Bill Pmt -Check	05/27/2021	9935	City of Houston HPW SWQMP	Project 19025312	208.04
Bill Pmt -Check	05/27/2021	9936	Equi-Tax, Inc.	MontlyConsultation Service fee per contract	500.00
Bill Pmt -Check	05/27/2021	9937	FireTron, Inc.	Sprinkler Inspoecton	680.00
Bill Pmt -Check	05/27/2021	9938	FLEXTG FINANCIAL SERVICES	CANNON/IR-C5750I	118.47
Bill Pmt -Check	05/27/2021	9939	IDS Engineering Group	VOID:	0.00
Bill Pmt -Check	05/27/2021	9940	NEVA Corporation	INSPECTION AND SAFETY COMPLIANCE	1,099.56
Bill Pmt -Check	05/27/2021	9941	One World Strategy Group, LLC	Public Affairs - Contract 2 April 2021	7,500.00
Bill Pmt -Check	05/27/2021	9942	TKE Elevators	Gold Full Maintenance	375.69
Bill Pmt -Check	05/27/2021	9943	Staples Advantage	office supplies	1,026.28
Bill Pmt -Check	05/27/2021	9944	TLC Engineering, Inc.	Caroline Street	22,680.00
Bill Pmt -Check	05/27/2021	9945	Walter P. Moore	CIP WO 1 (FY21) M032005500	16,086.00
Bill Pmt -Check	05/27/2021	9945	WILLIAMS SCOTSMAN, INC	40x8 Container APRIL 2021	168.11
Bill Pmt -Check	05/27/2021	9947	IDS Engineering Group	Professional Consultations	10,093.99
Bill Pmt -Check	05/27/2021	9948	FireTron, Inc.	Fire Prevention Service	2,087.00
Bill Pmt -Check	05/27/2021	9949	Burney & Foreman	Legal Services	9,000.00
Bill Pmt -Check	05/27/2021	9950	Burney & Foreman	Legal Services	10,500.00
Bill Pmt -Check	05/27/2021	9951	FireTron, Inc.	PS1270 PS1270 -12V AH BATTERY POWEF	100.00
Bill Pmt -Check	05/27/2021	9952	Midtown Scouts Square Property. I	CONTRACT PARKING	300.00
Bill Pmt -Check	05/27/2021	9953	Certified Mold Testing and Consult	Mold Remediation protocol	550.00
Bill Pmt -Check	05/27/2021	9954	NEVA Corporation	Monthly Inspection	1,000.00
					106,431.52

WF Afford Hous 3927

May 31, 2021

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	05/27/2021	3721	Bracewell LLP	Legal Services	16,832.50
Bill Pmt -Check	05/27/2021	3722	Stressfree Property Solutions	Aff Hou Leasing Service	6,800.00
Bill Pmt -Check	05/27/2021	3723	Bracewell LLP	Legal Services	22,360.50
Bill Pmt -Check	05/27/2021	3724	Kirksey Architecture, LLC	CCPPI THIRD WARD BUILDING PROJECT 2017045	6,468.00
Bill Pmt -Check	05/27/2021	3725	Burney & Foreman	Legal Services	13,500.00
Bill Pmt -Check	05/27/2021	3726	Burney & Foreman	Legal Services	13,500.00
Bill Pmt -Check	05/27/2021	3727	CENTERPOINT ENERGY 4	3113 SAINT CHARLES ST HOUSTON, TX 77004-3138 GA	28.37
Bill Pmt -Check	05/27/2021	3728	CCPPI	Affordable Housing Initiative Services APRIL 2021	95,833.33
Bill Pmt -Check	05/27/2021	3729	CCPPI	Affordable Housing Initiative Services MAY 2021	95,833.33
					<u>271,156.03</u>

Midtown Redevelopment Authority
 Bond & Project Fund Expenses & Balances
 Monday, May 31, 2021

Trustee Investments (Bond Funds)	Beginning Balance	Chase	BKNY MELLON	WELLS FARGO	TexSTAR/LOGIC	Ending Balance
422885 Pledge Reserve Funds 422896	45,268.28					45,268.28
422896 Debt Service US Treasury Money Market Funds	2,087,293.06					2,087,293.06
422897 Reserve Fund Money Mkt	45.06					45.06
105324 - TexStar Debt Res Fnd MM 1023 (Debt Reserve Fur	7,422,897.67					7,422,897.67
422919 Austin Park Maint.(2001 Series) US Treasury Mond	3,582.05					3,582.05
LOGIC 2017 AFFORDABLE HOUSING (Trust Account)	0.00					0.00
2013 Aff Hous 693802	48.59	-				
WIRED TO WF 3927		-				
LOGIC 2017 Project Funds	3,081,078.92					3,081,078.92
443264 2011 Escrow 1998 2001	9.99					9.99

TOTALS

12,640,175.03

Midtown Redevelopment Authority

Profit & Loss

July 2020 through April 2021

Jul '20 - Apr 21

Ordinary Income/Expense

Income

400000 · Revenue & Support

400009 · City of Houston Tax Increment	5,366,565.95
400010 · HISD Tax Increment	1,578,090.68
400012 · HCC	1,670,587.00
400020 · Reimb Off Exp & Staff	1,113,567.71
400023 · HTC Build Out Reimbursement	25,089.36
400025 · Interest-Debt Service & Reserve	5,610.02
400026 · Interest-Other Bond Funds	6,618.86
400029 · Interest - Affordable Housing	8,587.91
400030 · Interest-Operating Funds	15,197.79
400032 · Other Revenue	3,063.28

Total 400000 · Revenue & Support	<u>9,792,978.56</u>
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Total Income	<u>9,792,978.56</u>
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Gross Profit	<u>9,792,978.56</u>
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Expense

500000 · BOND FUND EXPENSES

500419 · Camden Int.	550,783.82
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Total 500000 · BOND FUND EXPENSES	<u>550,783.82</u>
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510000 · INCREMENT PROJECTS/EXPENSE

510001 · General Engineers	2,448.58
510008 · T-0220 Afford Housing Land Bnk	
510013 · T-0220 Affordable Housing Legal	193,213.42
510017 · T-0220 Drainage Fees	10,474.91
512001 · T-0220 Aff Hous Expense	1,564,454.63
512003 · Operations Center (3117 Emancipation AVE & 3112 St Charles St.)	
5120031 · Lease Units Electricity	7,892.74
5120032 · Affordable Housing Insurance	113,444.93
512003 · Operations Center (3117 Emancipation AVE & 3112 St Charles S	<u>12,617,042.33</u>

Total 512003 · Operations Center (3117 Emancipation AVE & 3112 St Charles	<u>12,738,380.00</u>
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Total 510008 · T-0220 Afford Housing Land Bnk	14,506,522.96
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510019 · T-0214 Caroline St	739,107.75
510024 · T-0204 Infrastruc/Street Lights	628.96
510026 · HTC Legal Expenses	5,396.25
510041 · CIP Program Expenses	285,264.97
510043 · T-0234 Parks & Open Space & Mob	37,431.66
510044 · T-0236 Bagby Park	422,917.99
510045 · T-0224 HTC I - Bldg Maintenance	44,545.73
510046 · T-0221 Midtown Pk	238,242.67
510048 · T-0240 Acquisitions Block 442	2,589.00
510050 · T-0210 Main Street Enhancements	3,935.07
510096 · T-0207 Opr of Zone Prj Faciliti	252,687.60
510102 · HMAAC Interest Expense	25,762.96
510200 · Adjust Project Costs/Estimates	583.33

Midtown Redevelopment Authority

Profit & Loss

July 2020 through April 2021

	Jul '20 - Apr 21
510400 · KIOS at Bagby Park	31,216.00
510534 · T-0225 Mobility & Pedest Imprv	125,909.67
510700 · Municipal Services Costs	781,263.00
Total 510000 · INCREMENT PROJECTS/EXPENSE	17,506,454.15
510116 · BBVA Loan fees	38,230.90
550000 · General & Admin. Expense	
550002 · Contract Labor	29,664.00
550003 · Rent Expense (Additional office space)	74,277.50
550004 · Salaries	
550014 · Health Insruance	101,483.84
550015 · AFLAC	2,668.31
550017 · 401K	210.00
550018 · Life Insurance	247.48
550004 · Salaries - Other	1,330,950.09
Total 550004 · Salaries	1,435,559.72
5500047 · Overtime	
550007 · Courier Service	5,772.40
550008 · Office Supply & Expense	4,039.92
550009 · Misc Exp	183.41
550010 · Telephone & Utilities	
550110 · Cellular Service	1,505.32
550113 · Drainage fee	3,271.86
550010 · Telephone & Utilities - Other	17,351.93
Total 550010 · Telephone & Utilities	22,129.11
550012 · Postage	1,054.65
550020 · Int Expense BBVA (Int Expense BBVA)	35,669.32
550022 · Bank Charges & Fees	26,439.79
550023 · Trust Expenses	15,143.80
550025 · Professional Services	156,816.66
550026 · Accounting Consultants	20,307.50
550027 · Financial Audit (Audit Services)	37,000.00
550028 · Legal Consultants	174,082.93
550032 · Engineering Consultants	13,683.95
550034 · Equip Rent & Lease Expense	7,315.62
550036 · Licenses & Fees	1,664.00
550037 · Workman's Comp Insurance	3,537.36
550038 · Insurance - All	261,693.23
550039 · Computers & Repairs & Maint	53,061.43
550044 · Payroll Expense & PR Tax Exp	9,715.46
550045 · Payroll Fees	17,334.40
550046 · Reimb. Employee Office Exp.	216.48
550047 · Soc Sec - Medicare	95,948.92
550050 · Depreciation Expense	291,506.08
550052 · Depre Expense-Midtown Park	424,323.44
550053 · Deprec Expense-Works of Art	19,354.08

Midtown Redevelopment Authority

Profit & Loss

July 2020 through April 2021

	Jul '20 - Apr 21
550061 · Public Relations	98,425.00
550201 · CIP	3,787.50
550000 · General & Admin. Expense - Other	22,680.00
Total 550000 · General & Admin. Expense	3,362,387.66
550051 · Dep Exp - Midtown Park/Garage	308,065.28
600000 · Bond Related Expenses	
550055 · Amort Bond Prem	-377,955.24
560038 · 11 Bond Series Interest Expense	38,800.02
560039 · 2013 Bond Series Int Expense	739,837.50
560040 · 2015 Bond Int Expense	251,675.01
560041 · 2017 Bond Int Expense	1,208,291.56
560042 · 2020 Bond Int Exp	342,533.34
Total 600000 · Bond Related Expenses	2,203,182.19
999999 · SUSPENSE (flow through account)	-11,318.27
Total Expense	23,957,785.73
Net Ordinary Income	-14,164,807.17
Net Income	-14,164,807.17

Midtown Redevelopment Authority

Balance Sheet

As of April 30, 2021

Apr 30, 21

ASSETS

Current Assets

Checking/Savings

101001 · Wells Fargo Ope Acctg 64040	3,760,902.86
101002 · Infrastructure Projects 1731	953.13
101010 · WF Surplus Acct 63943	1,288.68
101020 · WF FTA Enhanced Path 63919	60.12
102200 · Logic Operating Account (Investment Account)	5,058,946.99
103200 · TexStar Operating Acct 1111	6,951.08
103600 · Wells Fargo Oper Inves 63901	731.37
103700 · WF Operating Saving 3215777180	45,324.32
104000 · Affordable Housing Accounts	
104021 · WF Afford Hous 3927	950,919.99
104022 · WF Pilot Program 3935	344.47
104116 · TexStar Aff. Hsng MM 1800	2,014.39
104200 · Logic Affordable Housing (Investment Account)	92,537.04
1043000 · BBVA USA	1,004,688.36
Total 104000 · Affordable Housing Accounts	2,050,504.25

105000 · Trustee Investments

105001 · Pledge Revenue Fund 422885	
105100 · Pledge Revenue Fund -422885	45,268.28
Total 105001 · Pledge Revenue Fund 422885	45,268.28
105002 · Debt Service Fund	
105200 · BNY-Debt Service Fund 422896	2,087,293.06
Total 105002 · Debt Service Fund	2,087,293.06
105003 · Reserve Fund 422897	
105302 · Reserve Fund Money Mkt 422897	45.06
105324 · TexStar Debt Res Fnd MM 1023 (Debt Reserve Fund)	7,422,897.67
Total 105003 · Reserve Fund 422897	7,422,942.73
105009 · Austin Park Maint. Fund 422919	
105901 · Austin Park Money Market Acct.	3,582.05
Total 105009 · Austin Park Maint. Fund 422919	3,582.05

107000 · BOND FUNDS

107009 · BNY-TICR AFF HSG 693802	48.59
107012 · BNY 443264 2011 Escrow	9.99
107018 · LOGIC 2017 PROJECT FUND (Trust Account 7487592004)	3,081,078.92
Total 107000 · BOND FUNDS	3,081,137.50

Total 105000 · Trustee Investments

12,640,223.62

Total Checking/Savings

23,565,886.42

Accounts Receivable

170000 · Accounts Receivable

170008 · KIOS	-6,400.00
170010 · Midtown Management District	121,065.59
170011 · Midtown Parks Conservancy	1,235,866.94
170020 · HX Houston Exponential AR	34,438.43

Midtown Redevelopment Authority

Balance Sheet

As of April 30, 2021

	Apr 30, 21
170021 · HTC BUILTOUT	338,285.67
170050 · MRA AHF	80,175.18
170052 · OST/ALMEDA	2,366,565.95
170060 · Fourth Ward Redevelopment Autho (Expense Reimbursement)	9,021.42
Total 170000 · Accounts Receivable	<u>4,179,019.18</u>
Total Accounts Receivable	<u>4,179,019.18</u>
Total Current Assets	<u>27,744,905.60</u>
Fixed Assets	
150000 · Fixed Assets	
150010 · Office Furniture & Equipment	26,321.36
150011 · Accumluated Depreciation-Furn.	-26,321.36
150020 · Computer Equipment	32,057.11
150021 · Accumulated Depreciation-Comp.	-32,057.11
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	-2,378,757.71
150065 · Land - HTC Phase II	697,219.00
150066 · Houston Tech Center II	2,816,117.96
150067 · Accum.Deprec. HTC Phase I	-2,052,798.84
150069 · Land - Bagby Park	1,318,870.15
150070 · BagbyPark	2,453,218.83
150071 · Accum.Deprec. BagbyPark	-1,379,599.23
150075 · Midtown Park 2905 Travis St	3,506,306.26
150078 · Midtown Park Land-Tracts I & II	4,416,883.45
1500783 · Accum Deprec-Works of Art	-77,416.34
150078A · Midtown (Superblock) Garage	13,784.20
150078B · Midtown (Superblockj) Park	4,598,895.40
150078C · Midtown Garage - Depreciable As	
1500781 · Acc Depre - Midtown Garage	-1,463,310.12
150078C · Midtown Garage - Depreciable As - Other	23,104,895.00
Total 150078C · Midtown Garage - Depreciable As	<u>21,641,584.88</u>
150078D · Midtown Park - Depreciable Asse	
1500782 · Acc Depre Mldtown Park	-2,121,616.76
150078D · Midtown Park - Depreciable Asse - Other	19,094,553.00
Total 150078D · Midtown Park - Depreciable Asse	<u>16,972,936.24</u>
150079B · Works of Art - Donated	725,778.00
150080 · Land (Resale) (Land purchase for resale)	
150081 · Earnest Money	33,786.18
150082 · Option Fees	10,670.00
150803 · Affordable Housing Legal	113,550.45
150804 · Affordable Housing Misc	752,799.46
150805 · AFFORD HOUS GRANTS	126,750.28
150080 · Land (Resale) (Land purchase for resale) - Other	<u>45,961,492.26</u>

Midtown Redevelopment Authority

Balance Sheet

As of April 30, 2021

	Apr 30, 21
Total 150080 · Land (Resale) (Land purchase for resale)	46,999,048.63
150080A · Land Held for Resale	1,994,802.60
150089 · Land HMAAC (Land)	1,206,150.00
150090 · HMAAC Property	918,850.00
150091 · Accum Depr HMAAC	-474,738.66
150100 · 2800 MAIN	317,069.93
Total 150000 · Fixed Assets	<u>108,587,032.26</u>
Total Fixed Assets	<u>108,587,032.26</u>
TOTAL ASSETS	<u>136,331,937.86</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
200000 · Accounts Payable	63,449.69
Total Accounts Payable	63,449.69
Other Current Liabilities	
200001 · Current Liabilities	
200005 · Accrued Expenses	-14,709.74
201000 · Operating Account Liabilities	-3,432.48
201001 · MIDCORP Kios	24,454.84
202000 · Project Fund Liabilities	18,578.35
204000 · HMAAC NOTE - CURRENT	102,902.00
2103008 · CRI Current Camden	-1,445,404.56
200001 · Current Liabilities - Other	13,800.00
Total 200001 · Current Liabilities	<u>-1,303,811.59</u>
2030112 · BBVA Taxable Loan	9,164,590.65
2030113 · BBVA LOAN TAX EXEMPT	4,790,000.00
2103007 · Developer Advances Midtown Park	7,870,302.00
25000 · Retainage Payable (Retainage)	940,796.98
Total Other Current Liabilities	<u>21,461,878.04</u>
Total Current Liabilities	<u>21,525,327.73</u>
Long Term Liabilities	
210000 · Long Term Liabilities	
210047 · Bonds Payabe Series '13	21,975,000.00
210049 · Bond Payable Series '15	8,755,000.00
210050 · Bond Payable Series 2017	36,485,000.00
210053 · Accrued Bond Int 2015 series	56,106.26
210055 · Accrued Bond Interest 13 Series	184,903.12
210056 · Accrued Bond Interest Series 11	0.02
210058 · Series 2013 BOND PREMIUM	957,073.85
210059 · Series 2015 Bond Prem	521,850.28
210060 · Accrued Bond Interst 2017	85,633.34
210061 · Series 2017 Bond Premium	3,459,067.25
210062 · Accrued Bond Interest Series 17	298,479.06
210063 · Series 2020 Bond Premium	1,974,331.70

Midtown Redevelopment Authority

Balance Sheet

As of April 30, 2021

	Apr 30, 21
210064 · Bonds Payable Series 2020	11,085,000.00
2103000 · LOANS	
2103003 · HMAAC LOAN REFINANCED	741,167.44
Total 2103000 · LOANS	<u>741,167.44</u>
Total 210000 · Long Term Liabilities	<u>86,578,612.32</u>
Total Long Term Liabilities	<u>86,578,612.32</u>
Total Liabilities	108,103,940.05
Equity	
1110 · Retained Earnings (Retained Earnings)	42,392,804.98
Net Income	-14,164,807.17
Total Equity	<u>28,227,997.81</u>
TOTAL LIABILITIES & EQUITY	<u><u>136,331,937.86</u></u>

Midtown Redevelopment Authority

Trial Balance

As of April 30, 2021

Apr 30, 21

	Debit	Credit
101001 · Wells Fargo Ope Acctg 64040	3,760,902.86	
101002 · Infrastructure Projects 1731	953.13	
101010 · WF Surplus Acct 63943	1,288.68	
101020 · WF FTA Enhanced Path 63919	60.12	
102200 · Logic Operating Account	5,058,946.99	
103200 · TexStar Operating Acct 1111	6,951.08	
103600 · Wells Fargo Oper Inves 63901	731.37	
103700 · WF Operating Saving 3215777180	45,324.32	
104021 · WF Afford Hous 3927	950,919.99	
104022 · WF Pilot Program 3935	344.47	
104116 · TexStar Aff. Hsng MM 1800	2,014.39	
104200 · Logic Affordable Housing	92,537.04	
1043000 · BBVA USA	1,004,688.36	
105100 · Pledge Revenue Fund -422885	45,268.28	
105200 · BNY-Debt Service Fund 422896	2,087,293.06	
105302 · Reserve Fund Money Mkt 422897	45.06	
105324 · TexStar Debt Res Fnd MM 1023	7,422,897.67	
105901 · Austin Park Money Market Acct.	3,582.05	
107009 · BNY-TICR AFF HSG 693802	48.59	
107012 · BNY 443264 2011 Escrow	9.99	
107018 · LOGIC 2017 PROJECT FUND	3,081,078.92	
170008 · KIOS		6,400.00
170010 · Midtown Management District	121,065.59	
170011 · Midtown Parks Conservancy	1,235,866.94	
170020 · HX Houston Exponential AR	34,438.43	
170021 · HTC BUILTOUT	338,285.67	
170050 · MRA AHF	80,175.18	
170052 · OST/ALMEDA	2,366,565.95	
170060 · Fourth Ward Redevelopment Autho	9,021.42	
150010 · Office Furniture & Equipment	26,321.36	
150011 · Accumluated Depreciation-Furn.		26,321.36
150020 · Computer Equipment	32,057.11	
150021 · Accumulated Depreciation-Comp.		32,057.11
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		2,378,757.71
150065 · Land - HTC Phase II	697,219.00	
150066 · Houston Tech Center II	2,816,117.96	
150067 · Accum.Deprec. HTC Phase I		2,052,798.84
150069 · Land - Bagby Park	1,318,870.15	
150070 · BagbyPark	2,453,218.83	
150071 · Accum.Deprec. BagbyPark		1,379,599.23

Midtown Redevelopment Authority

Trial Balance

As of April 30, 2021

	Apr 30, 21	
	Debit	Credit
150075 · Midtown Park 2905 Travis St	3,506,306.26	
150078 · Midtown Park Land-Tracts I & II	4,416,883.45	
1500783 · Accum Deprec-Works of Art		77,416.34
150078A · Midtown (Superblock) Garage	13,784.20	
150078B · Midtown (Superblockj) Park	4,598,895.40	
150078C · Midtown Garage - Depreciable As	23,104,895.00	
1500781 · Acc Depre - Midtown Garage		1,463,310.12
150078D · Midtown Park - Depreciable Asse	19,094,553.00	
1500782 · Acc Depre Mldtown Park		2,121,616.76
150079B · Works of Art - Donated	725,778.00	
150080 · Land (Resale)	45,961,492.26	
150081 · Earnest Money	33,786.18	
150082 · Option Fees	10,670.00	
150803 · Affordable Housing Legal	113,550.45	
150804 · Affordable Housing Misc	752,799.46	
150805 · AFFORD HOUS GRANTS	126,750.28	
150080A · Land Held for Resale	1,994,802.60	
150089 · Land HMAAC (Land)	1,206,150.00	
150090 · HMAAC Property	918,850.00	
150091 · Accum Depr HMAAC		474,738.66
150100 · 2800 MAIN	317,069.93	
200000 · Accounts Payable		63,449.69
200001 · Current Liabilities		13,800.00
200005 · Accrued Expenses	14,709.74	
201000 · Operating Account Liabilities	3,432.48	
201001 · MIDCORP Kios		24,454.84
202000 · Project Fund Liabilities		18,578.35
204000 · HMAAC NOTE - CURRENT		102,902.00
2103008 · CRI Current Camden	1,445,404.56	
2030112 · BBVA Taxable Loan		9,164,590.65
2030113 · BBVA LOAN TAX EXEMPT		4,790,000.00
2103007 · Developer Advances Midtown Park		7,870,302.00
25000 · Retainage Payable		940,796.98
210047 · Bonds Payabe Series '13		21,975,000.00
210049 · Bond Payable Series '15		8,755,000.00
210050 · Bond Payable Series 2017		36,485,000.00
210053 · Accrued Bond Int 2015 series		56,106.26
210055 · Accrued Bond Interest 13 Series		184,903.12
210056 · Accrued Bond Interest Series 11		0.02
210058 · Series 2013 BOND PREMIUM		957,073.85
210059 · Series 2015 Bond Prem		521,850.28
210060 · Accrued Bond Interst 2017		85,633.34
210061 · Series 2017 Bond Premium		3,459,067.25
210062 · Accrued Bond Interest Series 17		298,479.06

Midtown Redevelopment Authority

Trial Balance

As of April 30, 2021

Apr 30, 21

	Debit	Credit
210063 · Series 2020 Bond Premium		1,974,331.70
210064 · Bonds Payable Series 2020		11,085,000.00
2103003 · HMAAC LOAN REFINANCED		741,167.44
1110 · Retained Earnings		42,392,804.98
400009 · City of Houston Tax Increment		5,366,565.95
400010 · HISD Tax Increment		1,578,090.68
400012 · HCC		1,670,587.00
400020 · Reimb Off Exp & Staff		1,113,567.71
400023 · HTC Build Out Reimbursement		25,089.36
400025 · Interest-Debt Service & Reserve		5,610.02
400026 · Interest-Other Bond Funds		6,618.86
400029 · Interest - Affordable Housing		8,587.91
400030 · Interest-Operating Funds		15,197.79
400032 · Other Revenue		3,063.28
500419 · Camden Int.	550,783.82	
510001 · General Engineers	2,448.58	
510013 · T-0220 Affordable Housing Legal	193,213.42	
510017 · T-0220 Drainage Fees	10,474.91	
512001 · T-0220 Aff Hous Expense	1,564,454.63	
512003 · Operations Center	12,617,042.33	
5120031 · Lease Units Electricity	7,892.74	
5120032 · Affordable Housing Insurance	113,444.93	
510019 · T-0214 Caroline St	739,107.75	
510024 · T-0204 Infrastruc/Street Lights	628.96	
510026 · HTC Legal Expenses	5,396.25	
510041 · CIP Program Expenses	285,264.97	
510043 · T-0234 Parks & Open Space & Mob	37,431.66	
510044 · T-0236 Bagby Park	422,917.99	
510045 · T-0224 HTC I - Bldg Maintenance	44,545.73	
510046 · T-0221 Midtown Pk	238,242.67	
510048 · T-0240 Acquisitions Block 442	2,589.00	
510050 · T-0210 Main Street Enhancements	3,935.07	
510096 · T-0207 Opr of Zone Prj Faciliti	252,687.60	
510102 · HMAAC Interest Expense	25,762.96	
510200 · Adjust Project Costs/Estimates	583.33	
510400 · KIOS at Bagby Park	31,216.00	
510534 · T-0225 Mobility & Pedest Imprv	125,909.67	
510700 · Municipal Services Costs	781,263.00	
510116 · BBVA Loan fees	38,230.90	
550000 · General & Admin. Expense	22,680.00	
550002 · Contract Labor	29,664.00	
550003 · Rent Expense	74,277.50	
550004 · Salaries	1,330,950.09	
550014 · Health Insurance	101,483.84	

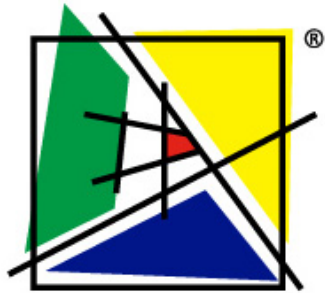
Midtown Redevelopment Authority

Trial Balance

As of April 30, 2021

Apr 30, 21

	Debit	Credit
550015 · AFLAC	2,668.31	
550017 · 401K	210.00	
550018 · Life Insurance	247.48	
550007 · Courier Service	5,772.40	
550008 · Office Supply & Expense	4,039.92	
550009 · Misc Exp	183.41	
550010 · Telephone & Utilities	17,351.93	
550110 · Cellular Service	1,505.32	
550113 · Drainage fee	3,271.86	
550012 · Postage	1,054.65	
550020 · Int Expense BBVA	35,669.32	
550022 · Bank Charges & Fees	26,439.79	
550023 · Trust Expenses	15,143.80	
550025 · Professional Services	156,816.66	
550026 · Accounting Consultants	20,307.50	
550027 · Financial Audit	37,000.00	
550028 · Legal Consultants	174,082.93	
550032 · Engineering Consultants	13,683.95	
550034 · Equip Rent & Lease Expense	7,315.62	
550036 · Licenses & Fees	1,664.00	
550037 · Workman's Comp Insurance	3,537.36	
550038 · Insurance - All	261,693.23	
550039 · Computers & Repairs & Maint	53,061.43	
550044 · Payroll Expense & PR Tax Exp	9,715.46	
550045 · Payroll Fees	17,334.40	
550046 · Reimb. Employee Office Exp.	216.48	
550047 · Soc Sec - Medicare	95,948.92	
550050 · Depreciation Expense	291,506.08	
550052 · Depre Expense-Midtown Park	424,323.44	
550053 · Deprec Expense-Works of Art	19,354.08	
550061 · Public Relations	98,425.00	
550201 · CIP	3,787.50	
550051 · Dep Exp - Midtown Park/Garage	308,065.28	
550055 · Amort Bond Prem		377,955.24
560038 · 11 Bond Series Interest Expense	38,800.02	
560039 · 2013 Bond Series Int Expense	739,837.50	
560040 · 2015 Bond Int Expense	251,675.01	
560041 · 2017 Bond Int Expense	1,208,291.56	
560042 · 2020 Bond Int Exp	342,533.34	
999999 · SUSPENSE		11,318.27
TOTAL	172,155,560.01	172,155,560.01



midtown
H O U S T O N

FY 20
Agreed Upon Procedures
Audit



May 27, 2021

Carr, Riggs & Ingram LLC
Two Riverway, 15th Floor
Houston, Texas 77056

In connection with your engagement to apply agreed-upon procedures to the Midtown Redevelopment Authority's ("the Authority") Capital Improvement Plan projects (the "Projects") as of and for the year ended June 30, 2020, we confirm, to the best of our knowledge and belief, the following representations made to you during your engagement.

- 1) We are responsible for the presentation of the Projects included as Exhibit 1 – Schedule of Construction Expenditures.
- 2) As of and for the year ended June 30, 2020, the Schedule of Construction Expenditures represents all significant projects subject to the engagement.
- 3) We are responsible for selecting the criteria and for determining that such criteria are appropriate for our purposes.
- 4) We have disclosed to you all known matters contradicting the Schedule of Construction Expenditures.
- 5) There have been no communications from regulatory agencies, internal auditors, other independent practitioners or consultants, and others affecting the Schedule of Construction Expenditures, including communications received between June 30, 2020 and the date of this letter.
- 6) We have provided you with access to all records that we believe are relevant to the contracts and agreements related to the Capital Improvement Plan projects and the agreed-upon procedures.
- 7) We have responded fully to all inquiries made to us by you during the engagement.
- 8) No events have occurred subsequent to June 30, 2020 that would require adjustment to or modification of the Schedule of Construction Expenditures.

Signature: _____

Title: _____



Midtown Redevelopment Authority

Agreed-Upon Procedures

June 30, 2020

DRAFT



	Page
Independent Accountants' Report on Applying Agreed-Upon Procedures	1
Procedures and Findings	2
Exhibit 1 – Schedule of Construction Expenditures	3

DRAFT

**INDEPENDENT ACCOUNTANTS' REPORT ON
APPLYING AGREED-UPON PROCEDURES**

To the Board of Directors of
Midtown Redevelopment Authority
Houston, Texas

We have performed the procedures enumerated in the attached listing of procedures and findings, which were agreed to by Midtown Redevelopment Authority (the Authority) (the specified party), solely to assist the Authority in evaluating compliance with contracts and agreements related to the Authority's Capital Improvement Plan and Affordable Housing projects (the "Projects") as of and for the year ended June 30, 2020. The Authority's management is responsible for the Projects. The sufficiency of these procedures is solely the responsibility of the Authority. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule of procedures and findings either for the purpose for which this report has been requested or for any other purpose.

This engagement to apply agreed-upon procedures was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the Projects. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of Midtown Redevelopment Authority and is not intended to be and should not be used by anyone other than these specified parties.

Houston, Texas
May XX, 2021

**Midtown Redevelopment Authority
Agreed-Upon Procedures
Procedures and Findings**

Procedures and Findings

1. Procedure

Obtain a listing of all construction and related contracts/agreements, as identified by the Authority, to be included in the scope of the agreed-upon procedures engagement for the year ended June 30, 2020.

Findings

Obtained from the Authority. See Exhibit 1- Schedule of Construction Expenditures (“Exhibit 1”).

2. Procedure

Obtain all construction and related contract/agreements and amendments for contracts and agreements identified in procedure one.

Findings

Obtained from the Authority.

3. Procedure

Inspect supporting documentation (including original invoices, certificates for payment, and cancelled checks) for amounts paid to architects, engineers, construction contractors, and other professionals for each contract included on Exhibit 1 for compliance with contract terms and mathematical accuracy.

Findings

No exceptions were found as a result of applying the procedure.

4. Procedure

Obtain and compare certificates of insurance coverage for compliance with executed contracts/agreements.

Findings

One exception was found as a result of applying the procedure. A certificate of insurance covering the period from July 1, 2019 to May 19, 2020 was not obtained for the contract entered into with Martin Construction for the T-0220 Affordable Housing, Operations Center Project.

5. Procedure

Inspect change orders and other modifications to contracts/agreements for proper approval.

Findings

No exceptions were found as a result of applying the procedure.

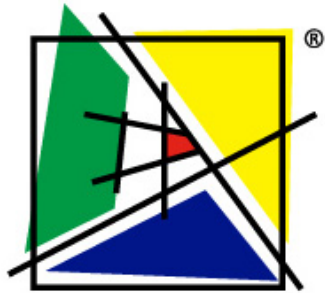
**Midtown Redevelopment Authority
Agreed-Up Procedures
Exhibit 1 – Schedule of Construction Expenditures**

Project Description/ Consultants or Contractor	Source of Funding	Contract Amount	Amount Expended During Prior Fiscal Year(s)	Amount Expended During Fiscal Year Ended June 30, 2020	Total Expended	Contract Amount Remaining
T-0210 Main Street Enhancement:						
SER Construction Partners	Operating/ Bonds/ Federal Grants	\$ 9,675,820	\$ 9,352,429	\$ 288,187	\$ 9,640,616	\$ 35,204
IDS Engineering	Operating/ Bonds	948,104	940,961	4,938	945,899	2,205
Total Main Street Enhancement		10,623,924	10,293,390	293,125	10,586,515	37,409
T-0220 Affordable Housing: Operations Center						
Martin Construction	Operating	316,620	-	227,225	227,225	89,395
Kirskey Architecture	Operating	1,312,300	762,855	345,131	1,107,986	204,314
ALL-TERRA Engineering	Operating	159,509	-	81,105	81,105	78,404
Arch-Con Corporation	Operating/ Bonds	27,082,160	-	13,968,099	13,968,099	13,114,061
TLC Engineering	Operating	186,624	-	69,938	69,938	116,686
Total Operations Center		29,057,213	762,855	14,691,498	15,454,353	13,602,860
T-0214 Caroline Street @ HCCS						
ESPA Corporation/KCI Technologies of Texa:	Operating/ Bonds	1,521,508	1,214,197	169,256	1,383,453	138,055
Texas Department of Transportation	Operating	8,497,183	8,497,183	-	8,497,183	-
TLC Engineering	Operating/ Bond	693,120	395,371	131,180	526,551	166,569
Total Caroline Street @ HCCS		10,711,811	10,106,751	300,436	10,407,187	304,624
T-0234 Parks and Open Spaces - Midtown Entry Portals						
Walter P. Moore and Associates, Inc.						
Midtown Entry Portals WO#3	Operating/ Bonds	171,447	127,062	450	127,512	43,935
TLC Engineering	Operating/ Bonds	182,307	85,713	-	85,713	96,594
B&D Contractors, Inc.	Operating/ Bonds	1,462,269	1,328,841	122,489	1,451,330	10,939
Total Parks and Open Spaces - Midtown Entry Portals		1,816,023	1,541,616	122,939	1,664,555	151,468

(Continued)

**Midtown Redevelopment Authority
Agreed-Upon Procedures
Exhibit 1 – Schedule of Construction Expenditures (Continued)**

Project Description/ Consultants or Contractor	Source of Funding	Contract Amount	Amount Expended During Prior Fiscal Year(s)	Amount Expended During Fiscal Year Ended June 30, 2020	Total Expended	Contract Amount Remaining
T-0221 and T-0233 Midtown Park & Garage:						
Walter P. Moore and Associates, Inc. (park and garage)	Operating	\$ 3,869,100	\$ 3,422,536	\$ 188,071	\$ 3,610,607	\$ 258,493
T-0221 Midtown Park:						
Millis Construction	Operating/ Bonds	18,338,990	17,217,813	892,905	18,110,718	228,272
IDS Engineering	Operating/ Bonds	2,630,107	2,426,252	61,393	2,487,645	142,462
Total Midtown Park		20,969,097	19,644,065	954,298	20,598,363	370,734
Total Midtown Park and Garage		24,838,197	23,066,601	1,142,369	24,208,970	629,227
T-0236 Bagby Park						
IDS Engineering	Operating	140,508	-	69,754	69,754	70,754
Walter P. Moore and Associates, Inc.	Operating	104,255	-	86,891	86,891	17,364
Jerdon Enterprises, L.P.	Operating	747,727	64,163	397,020	461,183	286,544
Total Bagby Park		992,490	64,163	553,665	617,828	374,662
T-0239 Brazos Street Reconstruction						
Walter P. Moore and Associates, Inc.	Bonds	1,635,773	716,066	-	716,066	919,707
TOTAL CONSTRUCTION EXPENDITURES		\$ 79,675,431	\$ 46,551,442	\$ 17,104,032	\$ 63,655,474	\$ 16,019,957



midtown
H O U S T O N

**Investment Report
for Quarter Ending
March 31, 2021**



May 14, 2021

Board of Directors
Midtown Redevelopment Authority
410 Pierce, Suite 355
Houston, Texas 77002

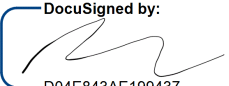
Re: Investment Report – Quarter Ending March 31, 2021

Dear Board of Directors:

In my capacity as Investment Officer and in compliance with Article III, Section 3.03 and Article IV, Section 4.06 of the Investment Policy of the Authority, please find attached the 2nd Quarter Fiscal Year 2021 Investment Report.

These reports reflect compliance of the Investment Policies of the Authority, and in accordance with the Investment provisions of the Public Funds Investment Act. The enclosed report is presented to the Board of Directors for review and approval.

Kindest regards,

DocuSigned by:

D04E843AE199437...
Matt Thibodeaux
Executive Director

cc: Carr, Riggs & Ingram (CRI)



May 14, 2021

Board of Directors
Matt Thibodeaux, Executive Director
Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002

Re: Investment Report – Quarter Ending March 31, 2021

Dear Board of Directors:

I have prepared the Quarterly Investment Report in my capacity as Financial Accounts Manager for the Authority. This report is presented in accordance with generally accepted accounting principals and Article III, Section 3.03 and Article IV, Section 4.06 of the Investment Policy of the Authority and will be reviewed as part of the annual audit.

The average yield from TexStar Money Market Accounts for this quarter is 0.037767%

The average yield from Logic Money Market Accounts for this quarter is 0.1087%

The average yield from Wells Fargo interest earning accounts is 0.02946%


The average yield from BBVA interest account is 0.11333%

The total amount of interest earned for this quarter is \$6,120.93

The total average yield on fifteen interest bearing accounts is 0.1152867%

The report reflects the compliance of your investment portfolio with the Investment Policies of the Authority and is in accordance with the Investment provisions of the Public Funds Investment Act.

This report is presented to the Board of Directors for review and approval.

Respectfully,

Theresa D. Gilmore
Financial Accounts Manager

cc: Carr, Riggs & Ingram (CRI)

MIDTOWN REDEVELOPMENT AUTHORITY INVESTMENT REPORT

FY2021

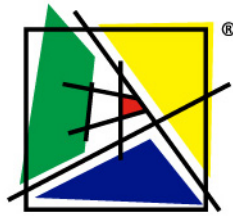
January February March 2021

NAME OF FUND	DATE OF PURCHASE	M R A I T T U Y	BEGINNING BOOK VALUE	CHANGES		INCOME RECEIVED THIS PERIOD	INCOME RECEIVED TO DATE	ENDING BOOK VALUE	ENDING MARKET VALUE	MATURITY VALUE	YIELD
				PURCHASES	SALES & REDEMPTIONS						
WF 64040			6,650,439.44	3,355,321.11	1,018,175.64	2,276.01	6,389.91	4,315,569.98	4,315,569.98		0.1600%
WF Infrastructure Projects 1731			952.67	0.05	-	0.38	1.14	953.00	953.00		0.1600%
WF Surplus 63943			1,288.07	0.07		0.51	104.12	1,288.51	1,288.51		0.1600%
WF FTA 63919			60.09			0.03	0.08	60.12	60.12		0.2067%
LOGIC Operating			5,057,234.72			1,358.57	7,717.94	5,058,593.29	5,058,593.29		0.1087%
TexSTAR Operating Account			6,950.40			0.64	8.00	6,951.04	6,951.04		0.0378%
WF Investment Acct 63901			731.02	0.04		0.29	0.88	731.27	731.27		0.1600%
WF OPR SAV ACCT 77180			45,322.82	0.17		1.30	3.58	45,323.95	45,323.95		0.0133%
TOTAL OPERATING FUNDS			11,762,979.23	1.00	1,018,175.64	3,637.73	14,225.65	9,429,471.16	9,429,471.16		
ACCT. 36024024 AFFORDABLE HOUSING											
WF Affordable Housing 3927			242,749.53	3,746,665.63	4,944,302.58	614.48	1,869.36	1,441,000.96	1,441,000.96		0.1600%
WF Affordable Housing 3935			344.30	0.01		0.13	0.41	344.42	344.42		0.1600%
TOTAL DDA			243,093.83	3,746,665.64		614.61	1,869.77	1,441,345.38	1,441,345.38		
TEXSTAR AFF HOUS			2,014.32			0.07	1.41	2,014.39	2,014.39		0.0378%
LOGIC AFF HOUS			292,482.11			48.48	2,215.36	92,530.59	92,530.59		0.1087%
BBVA AFFORD HOUSE			1,084,560.22	41,971.85		293.10	1,875.13	1,042,887.47	1,042,887.47		0.1133%
TOTAL AFFORDABLE HOUSING			1,379,056.65	241,971.85		347.65	5,961.67	1,137,432.45	1,137,432.45		
422885 PLEDGE REVENUE											
677 FUND US TREASURY MM			56,116.32	10,856.00	7.75	-	-	45,268.07	45,268.07		0.0000%
TOTAL PLEDGE REVENUE			56,116.32	10,856.00	7.75			45,268.07	45,268.07		
422896 DEBT SERVICE FUND											
Debt Service			7,662,306.02	5,576,015.63	1,002.67		-	2,087,293.06	2,087,293.06		0.0000%
TOTAL DEBT SERV FUND			7,662,306.02	5,576,015.63	1,002.67			2,087,293.06	2,087,293.06		
422897 RESERVE FUND											
Debt Service			45.06					45.06	45.06		
TexSTAR Debt Ser Money Market			7,423,137.81	1,002.67		693.54	5,541.03	7,422,828.68	7,422,828.68		
TOTAL RESERVE FUND			7,423,182.87	1,002.67		693.54	5,541.03	7,422,873.74	7,422,873.74		
TICR 98 COI											
ESCROW			9.99					9.99	9.99		
443264 2011 Escrow 1998 2001			9.99					9.99	9.99		
422919 AUSTIN PARK											
677 FUND US TREASURY MM			3,582.05					3,582.05	3,582.05		

FY2021

January February March 2021

NAME OF FUND	DATE OF PURCHASE	M R A T T U Y	BEGINNING BOOK VALUE	CHANGES		INCOME RECEIVED THIS PERIOD	INCOME RECEIVED TO DATE	ENDING BOOK VALUE	ENDING MARKET VALUE	MATURITY VALUE	YIELD
				PURCHASES	SALES & REDEMPTIONS						
TOTAL AUSTIN MAINT. FUND			3,582.05	-	-	-	-	3,582.05	3,582.05	-	-
AFFORD. HOUSING											
693802 AFF HOUS FUND 2013	VARIOUS	NA	-				2,318.50	-	-	-	
Logic Affordable Housing 2017	VARIOUS	N/A	-					-	-	-	
TOTAL AFFORD. HOUSING 2011							2,318.50				
937932 PROJECT FUND											
697932 PROJECT FUND 2017	VARIOUS	N/A	3,080,036.10			827.40	6,403.44	3,080,863.50	3,080,863.50		0.1087%
LOGIC 2017 PROJECT	VARIOUS	N/A	3,080,036.10			827.40	6,403.44	3,080,863.50	3,080,863.50		
TOTAL PROJECT FUND											
TOTAL INVESTMENTS			31,610,363.06	9,576,512.79	1,019,186.06	6,120.93	34,450.29	24,648,139.40	24,648,139.40		



midtown
HOUSTON

**MIDTOWN AFFORDABLE
HOUSING PROGRAM**

For Accounting Use Only
 SCO _____
 Mat _____
 BS _____
 Total _____



ARCH-CON
 CORPORATION
PRIME CHANGE PROPOSAL FORM

Project	Affordable Housing Oper
Job Number	1905004
Phase	
Project Manager	Corey Englade
Project Coordinator	Sandra Sanchez

Change Proposal #	27C
Description: Install both vertical and horizontal window blinds at the Residential Building	

Breakdown		Cost
1	Katy Blinds - Install SWF 2" Fuax Wood Blinds and SWF 3" Vinyl Vertical Blinds	\$ 9,068.00
2		\$ -
3		\$ -
4		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		

Schedule Impact:

Yes
 No

Current Substantial
 Completion Date: 3/16/21

Calendar Days: TBD

Revised Substantial
 Completion Date: 3/16/21

Approved
 Rejected

Subtotal		\$ 9,068.00
GL Insurance	1.15%	\$ 104.28
BR Insurance	0.29%	\$ 26.60
Safety	0.00%	\$ -
OH & Profit	6.00%	\$ 552.00
Sales Tax	0.00%	
Total		\$ 9,750.88

Owner Representative _____ Date _____

Architect/Engineer _____ Date _____

Corey Englade 5/17/21
 Arch-Con Corporation _____ Date _____

May 10, 2021

Corey Englade

Arch-Con Construction
1335 West Grey, Suite 210
Houston, TX 77019

Reference: **St. Charles Place**
3131 Emancipation Ave
Houston, TX 77004

Katy Blinds Commercial proposes the following scope of work and pricing for this project:

Residential Building

- **Furnish and install**
(56) 2" Faux Wood Blinds at standard windows
 - Top Mount at all exterior windows
 - See below for pricing options
- **Furnish and install**
(20) 3" Vinyl Vertical blinds
 - Side amount above all sliding glass doors
 - See below for pricing options

Option #1 – Requested Products

HunterDouglas 2" Everwood Faux Wood Blinds
SelectBlinds.com 3" Vinyl Vertical Blinds

Option #1 Total..... \$ 25,500.00

Option #2 – HunterDouglas Products

HunterDouglas 2" Everwood Faux Wood Blinds
HunterDouglas 3" Vinyl Vertical Blinds

Option #2 Total..... \$ 22,032.00

Option #3 – Alternate Products

SWF Contract 2" Faux Wood Blinds
SWF Contract 3" Vinyl Vertical Blinds

Option #3 Total..... \$ 9,068.00

Notes:

- Proposal valid for 90 days.
- Pricing based on specifications listed above. Changes will affect price.
- See attached takeoff for scope clarification & notes.
- Tax not included. 8.25% tax will apply if resale or exemption certificate not provided.
- Custom order product and not cancelable after placement of order.
- Field verification of shade dimensions required prior to placement of order.
- Delivery time approximately 4 to 6 weeks from date of field measure. (Std.)

Excludes:

- Attic Stock/Maintenance Materials
- Custom paint on aluminum components.

We appreciate the opportunity to submit this proposal. Should you have any questions, please contact me at 281-391-9068 or email: jeremy@katyblindscommercial.com

Sincerely,



Jeremy Green
Senior Estimator / Project Manager

LEASE

between

MIDTOWN REDEVELOPMENT AUTHORITY
("Landlord")

and

PRIMARY CARE COHORT 2 PROPCO, LLC
("Tenant")

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LEASE

THIS LEASE is made and entered by and between **MIDTOWN REDEVELOPMENT AUTHORITY**, a nonprofit local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code (hereinafter called “Landlord”), and **PRIMARY CARE COHORT 2 PROPCO, LLC**, a Delaware limited liability company (hereinafter called “Tenant”).

W I T N E S S E T H:

ARTICLE I

GRANT AND TERM

Section 1.1 Leased Premises. For and in consideration of the rents, covenants and agreements hereinafter reserved and contained, Landlord demises and leases to Tenant and Tenant leases from Landlord Suite No. 100, more particularly described in Exhibit “A” attached hereto, consisting of 9,239 rentable square feet of space (7,819 usable square feet) (“Premises”) located within the building commonly known as One Emancipation Center (“Building”), and having a mailing address of 3131 Emancipation Avenue, Suite 100, Houston, TX 77004. All measurements and descriptions of the Premises and the Building described herein shall be in accordance with BOMA standards. Landlord represents and warrants the address reflected herein in Section 1.1 shall be true and accurate. Such address shall be recognized by appropriate governing authorities including but not limited to the local municipality, US Postal Service etc. In the event the address is unable to be confirmed at the time of the Delivery Date (as defined in Section 1.2), Landlord shall provide written verification within fifteen (15) days following lease execution from the appropriate governing authority. In the event the address provided herein is inaccurate or unable to be confirmed by sources provided above and Tenant has associated out of pocket expenses (i.e. marketing materials, printed materials, advertisement, signage etc.), Landlord shall be responsible for all actual costs incurred by Tenant.

Section 1.2 Commencement of Term. Landlord shall deliver possession of the Premises to Tenant on the date on which the Lease has been executed by both parties hereto (“Delivery Date”). The term of this Lease (“Term”) shall commence upon the earlier of (i) Tenant’s opening for business to the public or (ii) the day that is one hundred eighty (180) days after the Delivery Date (“Commencement Date”). If the Commencement Date falls on a day other than the first day of a month, then for purposes of calculating the length of the Term, the first month of the Term shall be the month immediately following the month in which the Commencement Date occurs (“Initial Calendar Month”). Tenant’s possession of the Premises from Delivery Date to Commencement Date shall be at no cost to Tenant, subject to the terms and conditions of this Lease, and for the purpose of Tenant’s construction of Tenant Improvements (as further described in Section 5.2 hereof) and installation of furniture, fixtures, and equipment.

Section 1.3 Time of Rental Payments. All Rent (as that term is defined in Section 4.1 hereof) due under this Lease shall be payable in advance for any partial month of occupancy on a prorated basis and thereafter on the first day of each month in advance.

Section 1.4 Length of Term. The Term shall be for seven (7) years, commencing upon the Commencement Date and ending at 11:59 p.m. on the last day of the full month that is seven (7) years after the Initial Calendar Month (“Expiration Date”), unless extended pursuant to Section 14.1 hereof.

ARTICLE II

RENT

Section 2.1 Rent. (a) Upon determination of the Commencement Date, Landlord and Tenant agree to execute, acknowledge and deliver a Commencement Date Agreement, the form of which is attached hereto as Exhibit “B”, confirming the Commencement Date and Expiration Date of this Lease; provided, however, Landlord’s or Tenant’s failure to execute, acknowledge and deliver such instrument shall not affect in any manner whatsoever the validity of the Commencement Date or the parties obligations under this Lease. Rent shall accrue in accordance with the Lease, but shall not be payable by Tenant to Landlord until the Commencement Date Agreement is signed by Landlord and Tenant.

(b) Tenant shall commence paying Rent upon the Commencement Date (the “Rent Commencement Date”). The “Base Rent” during the Term shall be as follows:

(i) Base Rent:

Months of Term	Annual Base Rent per Rentable Square Foot	Monthly Installment of Base Rent	Annual Base Rent
1 - 12	\$17.00	\$13,088.58	\$157,063.00
13 - 24	\$17.51	\$13,481.24	\$161,774.89
25 - 36	\$18.04	\$13,885.68	\$166,628.14
37 - 48	\$18.58	\$14,302.25	\$171,626.98
49 - 60	\$19.13	\$14,731.32	\$176,775.79
61 - 72	\$19.71	\$15,173.26	\$182,079.06
73 - 84	\$20.30	\$15,628.45	\$187,541.44

(ii) Rent shall be payable by Tenant without any diminution, abatement, set off or deduction whatsoever, except as provided herein. Tenant may pay Rent via electronic funds transfer at its election, and in such event, Landlord and Tenant will cooperate to take all necessary steps to establish Landlord as a payee in Tenant’s accounting systems.

Section 2.2 Non-Waiver of Conditions. Extension of time for payment of Rent or change by Landlord of the mode or time of payment of Rent upon any occasion shall not be construed as a waiver of the provisions of this Article or as requiring a similar extension or change

by Landlord on any subsequent occasion. All recurring Rent shall be due and payable to Landlord as provided in Section 1.3 hereof without any penalty to Tenant. Any non-recurring Rent that is due and payable to Landlord shall be due within forty-five (45) days of receipt of notice and invoice from Landlord.

ARTICLE III

TAXES, UTILITIES, AND OPERATING COSTS

Section 3.1 Proportionate Share. As used herein and further described in Section 3.34, Tenant's proportionate share of the Building's operating costs ("Tenant's Proportionate Share") shall equal 19%, calculated based on dividing the rentable square footage of the Premises [9,239 rentable square feet] by the rentable square footage of the Building [48,741 rentable square feet]. The term "Common Areas" as used herein shall mean areas of the Building for use in common by tenants of the Building, and shall include parking areas and facilities, sidewalks, stairways, service corridors, elevators, landscaped areas, and portions of the Building which are not reserved for the exclusive use of any Building tenants.

Section 3.2 Taxes. As further described in Section 3.34, Tenant shall pay as Additional Rent Tenant's Proportionate Share of Real Estate Taxes assessed against the Building. The term "Real Estate Taxes" shall mean taxes or assessments levied, assessed or imposed by any governmental authority upon or against the Building and payable during the Term.

Section 3.3 Utilities. As further described in Section 3.34, Tenant shall pay Tenant's Proportionate Share of costs for heat, gas, water, sewer, electricity and other public utilities ("Utilities") used in the Common Areas ("Utility Expenses"). As described in Section 5.1 and outlined in Exhibit "E" attached hereto, Landlord will be responsible for providing terminating utility trunk lines and service mains at the Premises, the cost of separately metering each utility (including installation of meter), and the cost of all impact fees and initial connection fees, excluding deposits, associated with Utilities to the Premises. Landlord shall arrange and pay for the Utilities, recycling and refuse pickup and disposal for the Premises. In the event no recycling program exists, Tenant shall be permitted to institute one and Landlord shall provide sufficient space for a recycling dumpster in a location selected by Landlord and mutually agreed upon by Tenant. Landlord shall provide, for the Term defined herein, and any extension thereof, all utilities and services (including but not limited to electric, water and sewer) serving the Building and Premises reasonably sufficient for the operation of a facility used for the purposes provided for in Section 4.3 of this Lease. Landlord shall be responsible for repair and maintenance of the main sewer line servicing the Premises at Landlord's sole cost and expense. In the event of an interruption of essential building services (e.g. fire and life safety, elevators, utilities, HVAC, etc.) or in the event Tenant's occupancy is otherwise prevented (e.g. by fire or other casualty) for a period in excess of three (3) days, Tenant's Rent and Additional Rent shall be abated as of the date of such interruption or casualty until such services are restored.

Section 3.4 Operating Expenses. (a) Tenant shall pay as Additional Rent Tenant's Proportionate Share of the Building's operating costs, including Real Estate Taxes, insurance, Utility Expenses, and CAM Expenses, as hereinafter defined (collectively "Operating Expenses").

Operating Expenses are initially estimated to be Ten and 03/100 Dollars (\$10.03) per rentable square foot per year as further detailed in Exhibit "C" attached hereto.

(b) Tenant shall reimburse Landlord for costs and expenses paid or incurred by or on behalf of Landlord relating to the repair, maintenance and operation of the Building and Common Areas of the Building for which Landlord shall have a repair or maintenance obligation ("CAM Expenses"). CAM Expenses shall be determined on an accrual basis in accordance with generally accepted accounting principles consistently applied. Without limiting the generality of the foregoing, CAM Expenses shall include the cost of: (i) normal and customary replacement (excluding capital replacement) and repairing any facilities of the Building and Common Areas, (ii) policing and protecting the Building and Common Areas, (iii) cleaning, painting, and landscaping of the Building and Common Areas, (iv) premiums for worker's compensation and employer's liability insurance for on-site employees at the Building, and (v) casualty and commercial general liability insurance that Landlord is obligated or deems necessary to carry covering the Building.

(c) Notwithstanding anything set forth above to the contrary, CAM Expenses shall not include costs or expenses which properly constitute capital expenditures under generally accepted accounting principles. Additionally, CAM Expenses shall not include the following: (i) the cost of any work which Landlord performs solely for any other tenants and the costs of any services rendered or costs reimbursed to a tenant which are not generally rendered or reimbursed to other tenants; (ii) the cost of repairs or maintenance costs necessitated by the negligence of Landlord, or its agents, contractors or employees; (iii) legal and other fees, leasing commissions, advertising expenses and other costs incurred in connection with development or leasing of the Building; (iv) any amounts for which Landlord is reimbursed by insurance or otherwise compensated, including direct reimbursement by any tenant; (v) replacement or repairs covered by construction contracts or contractor's warranties; (vi) expenses relating to vacant or vacated space; (vii) the costs, including without limitation any fees, taxes or costs, for furnishing water, sewer, gas, fuel, electricity, janitor or trash removal service or other utilities or services to those portions of the Building which are leased to tenants; (viii) the costs of acquiring property and/or new construction or renovation of the Building or the Premises; (ix) any bad debt or rental loss and any reserves or insurance for such losses; (x) the cost of Landlord's federal, state or local income taxes; (xi) interest or principal payments on any mortgage or deed of trust or any ground lease payments; (xii) reserves for anticipated future expenses; and (xiii) with respect to any personnel costs included by Landlord in CAM Expenses, if such personnel do not work exclusively for the Building, the portion of such costs equivalent to the percentage of time spent by such personnel on matters other than the Building. Except for the management fee specified in Exhibit "C", no additional administration or management fees shall be charged. Landlord will provide an annual cap on increases to Controllable Operating Expenses at 5% of the prior year's expenses. "Controllable Operating Expenses" shall mean those expenses that are reasonably controllable by Landlord, and specifically excludes Real Estate Taxes, insurance, Utility Expenses, and snow/ice removal. Annual amortization amounts for expenses, capital or operational, related to equipment intended to increase the energy efficiency of the Property shall not exceed annual savings related to such expenditures.

(d) Tenant agrees to pay one-twelfth (1/12th) of Landlord's estimate of Additional Rent in advance upon the first day of each calendar month (each a "CAM Payment" and collectively,

the “CAM Payments”) at the same time as monthly Base Rent. Within ninety (90) days of the end of each calendar year, Landlord will submit to Tenant a reasonably detailed statement with support documents, including but not limited to, a general ledger of expenses, property tax invoices, and insurance invoices, showing CAM Expenses for the preceding calendar year along with a reconciliation to Tenant's actual CAM Payment for such calendar year (“CAM Statement”). All charges under the Lease shall be billed by Landlord within one hundred eighty (180) days from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant, except that nothing in this paragraph shall terminate Landlord’s obligation to credit Tenant for any over-payments of Tenant’s Proportionate Share in the preceding year. Within sixty (60) days after receipt of a CAM Statement, Tenant shall pay Landlord any additional amounts owed as shown on the CAM Statement. If Tenant’s total CAM Payments paid to Landlord during the previous calendar year exceed Tenant’s Proportionate Share of the actual CAM Expenses, then Landlord shall credit the difference to Tenant against the next-due Rent or refund such amount to Tenant if the Term has expired. Any CAM Payments shall be prorated for any partial calendar year. Tenant's obligation to pay any amounts due under this Section shall survive the Expiration Date or earlier termination of this Lease.

(e) Within one hundred eighty (180) days after Landlord furnishes Tenant the CAM Statement for any calendar year, Tenant has the right, at its expense, to audit Landlord’s records for the Building, including Operating Expenses. Tenant's audit may be conducted by a qualified accounting or audit firm selected by Tenant. This paragraph shall not be construed to limit, suspend, or abate Tenant’s obligation to pay Rent when due, including estimated Operating Expenses. Landlord shall credit any overpayment determined by the audit report against the next Rent due and owing by Tenant or, if no further Rent is due, refund such overpayment directly to Tenant within thirty (30) days of determination. Likewise, Tenant shall pay Landlord any underpayment determined by the audit report within thirty (30) days of determination. The foregoing obligations shall survive the Expiration Date or earlier termination of this Lease. If the audit proves that Landlord’s calculation of Operating Expenses for the calendar year under inspection was overstated by more than five percent (5%), then, after verification, Landlord shall pay Tenant’s reasonable audit and inspection fees applicable to the review of said calendar year statement within thirty (30) days after receipt of Tenant’s invoice therefor.

(f) Information Technology/Telecommunication Services. Landlord will be responsible for providing fiber optic connectivity to the Building. Tenant shall be required to use the third party provider with whom Landlord has contracted to provide internet services to the Building. Tenant shall electronically submit technology/telecommunications services provider’s entry permission documents and/or plans for running transmission lines for the Premises (“IT Provider Plans”) to Landlord for review and approval (which approval shall not be unreasonably withheld, conditioned or delayed), and Landlord shall have ten (10) business days from Tenant’s submission within which to review and provide comments regarding the IT Provider Plans (“IT Provider Plans Review Period”). The IT Provider Plans Review Period may be extended for a reasonable amount of time, but no longer than five (5) additional days, by Landlord’s provision of written notice to Tenant prior to the expiration of the IT Provider Plans Period indicating that Landlord requires additional time to review the IT Provider Plans and specifying a new due date by which Landlord will provide its response to Tenant. In the event neither Landlord’s approval of, nor comments to, IT Provider Plans are received by the end of the tenth (10th) business day

following Tenant's delivery of IT Provider Plans (as same may be extended), Landlord shall be deemed to have approved IT Provider Plans.

ARTICLE IV

TENANT'S COVENANTS

Section 4.1 Payment of Rentals. Tenant shall pay to Landlord, its successors and assigns or to Landlord's agent, the specified Rent at the times and in the manner above provided. The term "Rent" as used in this Lease shall mean the Base Rent, Additional Rent, and any other monies due Landlord under the terms of this Lease.

Section 4.2 Landlord's Right of Entry. (a) Landlord and persons authorized by Landlord shall have the right, during normal business hours, to enter and inspect the Premises, including any areas of the Premises properly designated as HIPAA-protected areas ("HIPAA Areas") and to make repairs and alterations Landlord deems necessary, upon forty-eight (48) hours prior written notice (which may be by e-mail), except in cases of emergency and for provision of janitorial services, when no notice shall be required. During the pendency of any such entry, Landlord shall use good faith efforts to minimize any interference with the conduct of Tenant's business. Except in the event of an emergency or for provision of janitorial services, Landlord shall be accompanied by an employee of Tenant when entering the HIPAA Areas. Tenant agrees to make an employee available for such purposes at all times Landlord shall be permitted to access the Premises (including the HIPAA Areas) in accordance with the provisions of this Section.

(b) During the last ninety (90) days of the then-current Term, Landlord may advertise the Premises as being "For Lease" and enter the Premises in accordance with the terms of this Section 4.2 to show the Premises to prospective tenants.

Section 4.3 Use of Premises. (a) Tenant intends to use the Premises for the purpose of operating and providing a suite of medical-related services to its senior citizen or Medicare-eligible patients or members which include, but are not limited to, internal medicine, dental services, pharmaceutical services, laboratory services, pharmacy services and/or pharmacy distribution, therapy/rehabilitation, ophthalmology and the operating of a doctor's office and such activities as are related thereto (collectively, the "Senior Primary Care Medical Services"), so long as such use complies with lawful business and commercial purposes. In addition, the Premises may be used for the operation of a general office or sales office for such products and services related to health insurance and health plans ("Insurance Services"). The operation of the Premises for the Senior Primary Care Medical Services and for the Insurance Services is collectively defined as the "Permitted Use." The sale of food is prohibited. Tenant shall use and occupy the Premises only for the Permitted Use, and Tenant may not use or permit the use of the Premises for the storage of any Hazardous Materials (as hereinafter defined) (other than *de minimis* quantities found in a typical office, medical office and cleaning supplies and then only in compliance with all applicable laws and regulations and in a commercially reasonable manner) or any purpose which is illegal, or deemed to be hazardous on account of fire or other hazards,

creates obnoxious odors (including tobacco smoke), noises or vibrations, is dangerous to persons or property, would reasonably be expected to increase Landlord's insurance costs, or which would reasonably be expected to unreasonably disturb any other tenants of the Building or interfere with the operation or maintenance of the Property or any work by Landlord or its contractors in the Premises. "Hazardous Materials" means any substance, material, or waste which is now or hereafter classified or considered to be hazardous, toxic, or dangerous under any law relating to pollution or the protection or regulation of human health, natural resources or the environment, or poses or threatens to pose a hazard to the health or safety of persons on the Premises or in the Building, including but not limited to mold and asbestos-containing materials.

(b) During the Term, and any extension thereof, Tenant shall have the exclusive right to provide the Senior Primary Medical Care Services in the Building, and Landlord may not lease any portion of the Building or adjacent buildings that it owns to a tenant that would be in competition with Tenant in the provision of the Senior Primary Medical Care Services. Notwithstanding the foregoing provision, Landlord may lease any portion of the Building or adjacent buildings that it owns to one or more providers of a medical-related service (each, an "Other Medical Service Provider"), so long as the Other Medical Service Provider is not Senior focused. Tenant's exclusive right to provide the Senior Primary Medical Care Services in the Building shall survive the assignment or sublet of the Premises by Tenant. If Landlord lease any portion of the Building or adjacent buildings that it owns to a tenant in violation of this provision, Tenant shall pay one-half (1/2) monthly Base Rent and one-half (1/2) Additional Rent beginning thirty (30) days after providing written notice of the violation ("Notice Date") and continuing until the violation is cured. However, if the violation has not been cured within six (6) months after the Notice Date, Tenant shall have the option to terminate the Lease. If Tenant does not elect to terminate the Lease, Tenant will continue to pay one-half (1/2) Base Rent and one-half (1/2) Additional Rent throughout the remainder of the Term and any extension thereof until the violation is cured. If Tenant does elect to terminate the Lease, Landlord shall reimburse Tenant within ninety (90) days of Landlord's receipt of written notice for the unamortized value (using a straight-line amortization schedule over the initial Term) of the Tenant Improvements (as defined in Section 5.2). Additionally, Tenant shall be relieved of any further obligations to the Landlord hereunder.

(c) To Landlord's actual knowledge as of the Delivery Date, there are no easements or other encumbrances or restrictions whether or not of record which might restrict Tenant's ability to conduct its business as contemplated herein or otherwise impair Tenant's rights under this Lease.

(d) In the event Tenant is unable to obtain the required permits to construct the Tenant Improvements (as defined in Section 5.2) and operate its business under its Permitted Use, Tenant shall be permitted to terminate this Lease unilaterally and without cause by providing written notice to Landlord and shall be under no further duty or obligation under such Lease. Should Tenant terminate this Lease in accordance with this section, Landlord shall reimburse Tenant for all costs incurred by Tenant in connection with this Lease, including but not limited to space planning fees, permitting fees, construction costs, etc. In addition, Landlord shall refund any and all monies previously paid by Tenant to Landlord under this Lease.

(e) Landlord shall not permit in the Building or on the Common Areas thereof any business, operation, activity, use, purpose or conduct which is unlawful, hazardous, a nuisance,

unduly noisy, odorous or disreputable. Without limiting the generality of the foregoing, Landlord shall not permit in the Building any business which principally features sexually explicit products or drug paraphernalia, or any type of establishment, the employees, agents or representatives of which would be “topless” and/or “bottomless”, and Landlord shall not, directly or indirectly, lease any portion of the Building to other tenants or occupants for the purpose of a liquor store, a marijuana dispensary, a tobacco shop, a pet shop, an amusement arcade, a funeral home, a shooting gallery or gun and ammunition store, a massage parlor, or an adult book store.

(f) Landlord hereby approves and permits Tenant to license to one or more third party companies to provide some or all of the healthcare services related to the Permitted Use of the Premises (“Third Party Providers”). Signage on the Premises may be installed in the name of the Third Party Providers or a different D/B/A at Tenant’s sole discretion, and Tenant reserves the right to change Third Party Providers and signage at its sole reasonable discretion, provided that all such signage must meet the requirements of Section 6.3 and the Building Rules and Regulations (as defined in Section 6.1).

Section 4.4 Assignment and Subletting. Tenant shall have the right to assign this Lease or sublet the Premises subject to prior written consent of the Landlord, which shall not be unreasonably withheld, denied, or delayed. Landlord shall not unreasonably withhold, deny or delay or condition its consent to the proposed assignment or subletting and shall either approve or deny such request within ten (10) business days following Tenant’s written request. In the event Landlord has not responded to Tenant’s request within Ten (10) days, Tenant’s request shall be deemed approved.

Notwithstanding the foregoing and without Landlord’s consent, Tenant may (i) assign or transfer this Lease, or any of its rights under this Lease, or sublease the entire Premises or a portion thereof to (a) any entity which is commonly owned, related to, affiliated with, or a subsidiary of the Tenant or (b) any unrelated entity which acquires all or substantially all of Tenant’s assets or in connection with a merger or reorganization of Tenant; or (ii) sublease the entire Premises or a portion thereof to Tenant’s clients or business affiliates (each a “Permitted Assignee”). Tenant shall provide notice to Landlord of any such transaction within a reasonable period of time after the occurrence thereof. In the event of an assignment, the Permitted Assignee shall assume all of Tenant’s obligations under this Lease.

Section 4.5 Parking. Tenant, its employees and customers, shall have the non-exclusive right to use all common area parking in the parking garage associated with the Building (“Parking Garage”). Landlord agrees for the Term, and any extension thereof, to provide a parking ratio to Tenant of not less than three parking spaces per one thousand rentable square feet at no cost to Tenant excluding the monthly payment for reserved parking spaces (“Reserved Spaces”) and for unreserved parking spaces (“Unreserved Spaces”), which shall not be subject to reduction or restriction by Landlord. Should Tenant so choose, Tenant shall have the exclusive use of five (5) Reserved Spaces, with designating signage, in the area of the Parking Garage on the Parking Garage site plan attached hereto as Exhibit “D”. During the Term, and any extension thereof, for the use of Reserved Spaces and Unreserved Spaces during Business Hours, Tenant shall pay Landlord \$50.00 per space per month for the Reserved Spaces and \$35.00 per space per month for Unreserved Spaces. The cost of the Reserved Spaces shall be abated for the initial twelve (12) months of the Term.

Section 4.6 Promotional Activities. With the prior written consent of Landlord, which consent shall not be unreasonably withheld, Tenant shall have the right to conduct promotional activities in the Common Areas of the Building upon not less than fifteen (15) days prior written notice to Landlord describing, in detail, the promotional activity, the duration thereof and the proposed equipment and facilities to be erected in connection therewith; provided Tenant shall conduct such promotional activities in compliance with all applicable laws, rules and regulations and the Building Rules and Regulations (as defined in Section 6.1), and Tenant shall execute and deliver to Landlord, in connection with each such promotional activity, not less than ten (10) days prior to the commencement thereof, a license agreement and provide such additional insurance for such activities as Landlord may require.

ARTICLE V

DELIVERY, CONSTRUCTION, ALTERATIONS AND LIENS

Section 5.1 Landlord Work; Maintenance of Premises.

(a) Except as provided herein, Landlord shall be required to complete the scope of work outlined in Exhibit "E" attached hereto ("Landlord Work") within thirty (30) days of the Delivery Date ("Landlord Work Completion Date"). Landlord Work shall be completed at Landlord's sole cost and expense. In the event Landlord fails to complete Landlord Work on or before the Landlord Work Completion Date ("Landlord Work Completion Delay"), Tenant shall receive two (2) days of Rent abatement for each one (1) day delay of the Commencement Date ("Landlord Work Completion Delay Credit"). The Landlord Work Completion Delay Credit shall be applied to Rent upon Rent Commencement. Landlord represents, covenants, and warrants that upon the commencement of this Lease, the Building, including the Premises, and Common Areas shall be free of any latent defects. Landlord shall ensure that all major services in the Building, including but not limited to fire sprinkler risers, waste lines, electrical service, and water lines, are separated from other tenants and accessible to be stubbed out to the Premises, are in good working order and conform to all applicable laws and regulations including, but not limited to, the Americans with Disabilities Act ("ADA"). Landlord, at Landlord's expense, shall agree to keep the Building and its associated parking areas, including the Parking Garage, in compliance with all applicable laws during the Term and any extension thereof. Tenant shall not be liable for any costs required to bring the Common Areas of the Building into compliance with all or any local, state, and federal laws, including ADA, at the inception of this Lease. Any subsequent costs of compliance to the Common Areas of the Building will be passed through to Tenant to maintain the Building, the Common Areas and the real property on which the Building is situated in compliance with all environmental laws, guidelines and regulations governing the same so long as they are not considered a capital expense.

(b) Landlord represents to Tenant that as of the Delivery Date, to Landlord's current actual knowledge (without any duty of inquiry): (i) the Building, Common Areas and the land are free of all hazardous materials including but not limited to mold and asbestos containing materials and Hazardous Materials (as defined in Section 4.3); (ii) there are no conditions existing which will cause the indoor air quality of the Premises, the Building, the Common Areas or the operation of the HVAC system(s) to have any adverse impact on the health of any of Tenant's employees or agents or the ability of such employees or agents to perform their normal tasks or duties, and (iii) that the

Building, the Common Areas and the land shall be maintained in compliance with all environmental laws, guidelines, governing the same, including the institution of an operations and maintenance program for asbestos containing materials, if necessary. Tenant shall be given the right to terminate the Lease in the event any Hazardous Materials, posing a danger to the health or safety of Tenant, cannot be cured or remedied within a reasonable period of time or if the Landlord chooses not to cure or remedy. The cost of abating or curing any Hazardous Materials found to be present, if not caused by Tenant or Tenant's agents, shall be at Landlord's sole cost and expense throughout the Term, including any extensions thereof and, to the extent that Tenant cannot occupy the Premises, at Tenant's sole reasonable discretion, Tenant's Base Rent and Additional Rent shall abate during any such abatement or cure period. Landlord shall indemnify and hold Tenant harmless for any existing or future environmental contamination existing on or in the Building or the Premises, or on or under the land on which the Building is located, unless such contamination has been caused by Tenant, in which event, Tenant shall indemnify and hold Landlord harmless for any contamination caused by Tenant and Tenant shall be responsible for the cost of abating or curing the Hazardous Materials found to be present to the extent that the Hazardous Materials found are caused by Tenant.

Section 5.2 Tenant Improvements.

(a) *Delivery Date and Landlord Work.* Landlord shall use good faith diligent efforts to deliver possession of the Premises to Tenant on or before the Delivery Date defined in Section 1.2 of this Lease. In the event Landlord fails to deliver possession of the Premises to Tenant at such time ("Delivery Delay"), Tenant shall receive two (2) days of Rent abatement for each one (1) day delay of the Commencement Date ("Delivery Delay Credit"). The Delivery Delay Credit shall be applied to Rent upon Rent Commencement. Should Landlord fail to deliver possession of the Premises within sixty (60) days of the Delivery Date, Tenant shall have the right, at its option, to immediately terminate this Lease. In the event Tenant terminates this Lease pursuant to this Section, Landlord shall reimburse Tenant within ninety (90) days for any costs incurred by Tenant in connection with Tenant's due diligence in evaluating the Premises, including, but not limited to, surveys, inspections, architectural and engineering fees. From and after the termination date set forth in Tenant's notice, Tenant shall have no further liability or obligation to Landlord under this Lease.

(b) *Tenant Improvements.* Tenant at its sole cost and expense, shall perform all work desired by Tenant for its initial occupancy of the Premises ("Tenant Improvements") in accordance with plans (as further defined in subsection (c) hereof, "Tenant Improvement Plans") submitted and approved by the Landlord. Tenant Improvements shall be constructed in a good and workmanlike manner in keeping with applicable statutes, laws, codes and other government requirements, including ADA rules and regulations. Tenant and Landlord shall reasonably coordinate Landlord Work and Tenant Improvements so as to avoid material or unreasonable interference with work or other activities being performed or conducted in the Premises.

(c) *Tenant Improvement Plans.* Prior to Tenant commencing construction of Tenant Improvements, Tenant shall electronically submit a full and detailed architectural and engineering plan for the Tenant Improvements ("Tenant Improvement Plans") to Landlord for review and approval (which approval shall not be unreasonably withheld, conditioned or delayed), and Landlord shall have ten (10) business days from Tenant's submission within which to review and provide comments regarding the Tenant Improvement Plans ("Tenant Improvement Plans Review

Period”). In the event neither Landlord’s approval of, nor comments to, Tenant Improvement Plans are received by the end of the tenth (10th) business day following Tenant’s delivery of Tenant Improvement Plans, Landlord shall be deemed to have approved Tenant Improvement Plans.

(d) *Tenant Improvement Commencement.* Tenant shall not commence construction of Tenant Improvements until (i) Tenant Improvement Plans have been submitted to and approved by Landlord as provided in Section 5.2(a), (ii) all necessary building permits have been procured, and (iii) Tenant has obtained the insurance coverage required pursuant to Section 7.1.

(e) *Charges and Fees.* Landlord shall not be entitled to a supervision fee, or cost associated with its review or approval of the Tenant Improvement Plans. Tenant shall reimburse Landlord for reasonable out of pocket costs associated with after-hours utility shutdowns provided those costs are presented to and approved by Tenant prior to the commencement of construction of the Tenant Improvements. Landlord shall be responsible for any utility or service used in the Premises during the completion of construction of the Tenant Improvements. Tenant shall be responsible for removal of all debris at Tenant’s expense. Landlord will make available the use of dumpsters with appropriate pro-rata share charged as appropriate. Landlord will provide use of loading dock, freight elevator and common corridors to Tenant to facilitate the receiving of goods and materials, and Tenant’s use of these facilities shall be at no cost to Tenant.

(f) *Tenant’s Performance.* Tenant shall complete the Tenant Improvements in accordance with the Tenant Improvement Plans and the Building Rules and Regulations (as defined in Section 6.1) and using licensed contractors selected by Tenant. Tenant shall be responsible for obtaining proper permits and a final certificate of occupancy for the Premises. New, quality materials shall be used to construct the Tenant Improvements. Tenant may select a project manager to oversee the construction of the Tenant Improvements on behalf of Tenant, at Tenant’s sole cost and expense. Landlord hereby approves Tenant’s use, at Tenant’s sole discretion, of third party inspectors authorized by the applicable local governmental authorities for the purpose of conducting inspections in relation to the construction permit(s) for the Tenant Improvements. Tenant may tie into the Building’s fire alarm system so long as there is no adverse effect on the system, provided, however, that the specifications for the fire alarm system tie-in must be included in the Tenant Improvement Plans and are subject to Landlord’s review and approval.

(g) *Landlord Access.* Tenant shall permit Landlord and Landlord’s designees to have access to the Premises upon reasonable notice and at reasonable times for inspection, coordination and monitoring purposes during construction of the Tenant Improvements.

(h) *Tenant Contractor’s Insurance.* Tenant’s contractor shall secure and maintain insurance policies for the Tenant Improvements and any other construction work undertaken on the Premises, including but not limited to workers compensation, general liability, and builder’s risk insurance. Limits for each policy shall be reasonable, and both Landlord and Tenant shall be listed as additional insured. Not later than ten (10) business days prior to Tenant commencing construction of Tenant Improvements, Tenant shall submit to Landlord evidence of the Tenant’s contractor’s insurance, and Landlord shall have ten (10) business days from Tenant’s submittal to review and provide comments regarding the Tenant’s contractor’s insurance. In the event that

Landlord does not provide comments within this review period, Landlord shall be deemed to have approved the Tenant's contractor's insurance.

(i) *Supplemental HVAC.* Tenant, at Tenant's sole cost and expense, shall be permitted to install one (1) supplemental, separately-metered HVAC system reasonably necessary for Tenant's business operations serving the Premises ("Supplemental HVAC") at a location reasonably approved by Landlord, and in accordance with plans and specifications approved in writing by Landlord (using the same process described in Section 5.2(c) for Landlord review and approval of Tenant Improvement Plans), subject to each and all of the following terms and conditions: (a) the requirements of all applicable federal, state and local laws, statutes, codes, ordinances, regulations, orders and directives affecting the Building or the installation of HVAC thereon; and (b) if the Supplemental HVAC is installed on the roof: (i) the right of Landlord to require that Landlord's roofing contractor perform any required roof penetrations and/or to supervise any required roof penetrations; (ii) compliance with the conditions of any roof bond or roof warranty maintained by Landlord on the Building; and (iii) Landlord's right to require that Supplemental HVAC be screened in a manner reasonably approved by Landlord so that such Supplemental HVAC is not visible from the surface of the real property on which the Building is situated. Tenant shall be responsible for the repair of any damage to any portion of the Building caused by Tenant's installation, servicing, repairing, use or removal of the Supplemental HVAC, and Tenant shall restore the area on which the Supplemental HVAC was located to its condition as of the Delivery Date (including, without limitation, the sealing of any roof penetrations related thereto, if the Supplemental HVAC is located on the roof of the Building). Tenant's policy of liability insurance shall cover all operations of Tenant related to the Supplemental HVAC, and Tenant covenants and agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all actions, claims, damages, liabilities, costs or expenses of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by or asserted against Landlord arising out of Tenant's installation, repair, maintenance, use or removal of the Supplemental HVAC. Tenant shall be responsible for repairing and maintaining the Supplemental HVAC during the Term. Landlord shall provide, at Landlord's sole cost and expense, condenser water and appropriate tie-in accessible to Tenant. Tenant shall pay for the cost to purchase and install electrical submeter equipment and wiring for, or otherwise related to, the Supplemental HVAC, and thereafter Tenant shall pay to Landlord the monthly electrical submeter charges for the Supplemental HVAC throughout the Term.

The Supplemental HVAC shall remain the property of Tenant, and Tenant shall have the right to remove same at any time during the Term, so long as Tenant is not in default under this Lease (after any required notice and beyond any applicable grace or cure period). Prior to the end of the Term or, if earlier, within five (5) days after this Lease or Tenant's right to possess the Premises has been terminated or Tenant has vacated the Premises, Tenant shall, at its risk and expense, remove the Supplemental HVAC. If Tenant fails to do so, Landlord may remove the Supplemental HVAC and store or dispose of it in any manner Landlord deems appropriate without liability to Tenant; Tenant shall reimburse Landlord for all costs incurred by Landlord in connection therewith within thirty days after Landlord's request therefor. Alternatively, at Landlord's election, Tenant shall deliver to Landlord the Supplemental HVAC in good repair and condition, normal wear and tear excepted, and deliver to Landlord a bill of sale for the Supplemental HVAC and all operating manuals, keys and similar items with respect to the

Supplemental HVAC System, and thereafter the Supplemental HVAC System shall be Landlord's property.

Section 5.3 Construction and Alterations. Notwithstanding anything contained in this Lease to the contrary, at any time during the Term, Tenant shall have the right to make non-structural alterations or additions to the interior of the Premises without first obtaining the consent of Landlord. Landlord hereby consents to Tenant making such alterations or additions to the Premises as Tenant deems necessary and appropriate from time to time.

Section 5.4 Liens. Tenant agrees to hold Landlord harmless on account of any claim or lien of mechanics, materialmen or others in connection with any construction, alterations, additions or improvements of or to the Premises.

ARTICLE VI

MAINTENANCE AND REPAIR, COMPLIANCE WITH LAW, AND SIGNS

Section 6.1 Maintenance, Repair, Janitorial and Rules of the Building. (a) Tenant agrees to comply with and observe the rules and regulations of the Building set forth on Exhibit "F" and any additional reasonable rules and regulations reasonably established by Landlord from time to time (as same may be amended or modified from time to time pursuant hereto, the "Building Rules and Regulations"). Landlord may from time to time amend or modify the Building Rules and Regulations only for the use, safety, cleanliness and care of the Premises and the Building and for the comfort, quiet enjoyment and convenience of all tenants and their employees, agents and customers, provided that Landlord shall not amend or modify the Building Rules and Regulations in a manner that would hinder Tenant's operation of its business in the Premises. Amendments or modifications to the Building Rules and Regulations will be effective upon notice to Tenant from Landlord or Landlord's designee, provided that, in the event that Tenant determines, in its reasonable discretion, that an amendment or modification to the Building Rules and Regulations will hinder Tenant's operations, Tenant shall provide written notice to Landlord within five (5) business days of receipt of the amendment or modification that identifies the specific provisions that would hinder Tenant's operations and the reasons therefor, as well as any suggestions for resolution of the issue. Landlord will have ten (10) business days in which to address Tenant's comments, which will include revising or clarifying the amendments or modifications to ensure that Tenant's operations are not hindered thereby, and the resolution must be mutually agreeable to Landlord and Tenant. During this period, Tenant will have no obligation to comply with the provisions that it has identified in its notice to Landlord.

(b) The Landlord is responsible for maintenance, repair, and replacement of the Common Areas, roof, foundation, exterior walls, and building structure. Landlord shall conduct any work with minimal disturbance to Tenant's business, employees, and/or clients. Landlord will, and with reasonable dispatch, but no longer than 24 hours for non-emergency issues, same day for emergency issues, after being notified in writing by Tenant of the need thereof, maintain and make such repairs as required by this Lease, and as may be necessary to keep the same in a good condition and repair. Upon written receipt from Tenant of a notice indicating the name and contact information of Tenant's facility manager for the Premises, Landlord agrees to accept direction/work orders from Tenant's facility manager (currently Cushman & Wakefield) via

telephone or email. The procedures for Tenant to make repair or maintenance requests are further described in the Building Rules and Regulations.

(c) During the Term, and any extension thereof, Landlord shall maintain HVAC units serving the Premises through a regular maintenance contract with a local service provider. Landlord shall provide the HVAC system to service the Premises which shall have an overall capacity of not less than one ton per 300 rentable square feet of the Premises. To Landlord's actual knowledge, as of the Delivery Date: 1) the HVAC units are in good operating condition and are not approaching end of life cycle use, and 2) medium pressure duct loop is in place and repaired with all joints sealed. Procedures and specifics relating to HVAC hours of operation, temperature specifications and HVAC maintenance are further described in the Building Rules and Regulations. Provided, however, the Supplemental HVAC is excepted from the obligations outlined herein.

(d) During the Term, and any extension thereof, Tenant will keep and maintain the Premises in good condition and repair. Tenant will not commit or allow any waste or damage to be committed on any portion of the Premises.

(e) Landlord shall provide daily janitorial services, except on weekends and holidays, in accordance with the specifications outlined in the Building Rules and Regulations.

(f) Except as may be otherwise provided in Section 5.2 hereof, Tenant will surrender the Premises at the expiration of the Term or at such other time as Tenant may vacate the Premises in good condition and repair, broom-clean, excepting ordinary wear and tear, damage by fire or accident not occasioned by reason of Tenant's neglect or negligence, or act of God.

(g) During the Term, and any extension thereof, Tenant shall have the right to use the Building's dumpsters.

Section 6.2 Compliance with Law. Upon receipt of notice from any duly constituted public authorities, Tenant shall comply with their lawful requirements and hold Landlord harmless from penalties, fines, costs or damages resulting from Tenant's occupancy and use of the Premises.

Section 6.3 Signs. (a) Tenant shall be permitted to install signage outside the Building at the designated locations shown in Exhibit "G" ("Outdoor Signage") and within or at the entrance to the Premises (the Outdoor Signage and the interior signage, collectively, "Tenant Signage"), at designated locations approved in writing by the Landlord, and in accordance with Landlord's signage standards for the Building ("Signage Standard"), allowing for Tenant to utilize their prototype signage and colors, and the Building Rules and Regulations and subject to all applicable signage criteria and other requirements of the City of Houston and/or any other governmental entities or agencies having jurisdiction thereover. With respect to the Outdoor Signage, Tenant acknowledges that the Outdoor Signage will be subject to review by Landlord regarding power supply, weight requirements, supports, and other structural considerations to ensure that the installation of the Outdoor Signage does not in any way impact the structural integrity of the Building. Prior to installing any Tenant Signage, Tenant shall submit to Landlord renderings of the Tenant Signage, along with the proposed locations for the Tenant Signage, for review and approval, together with a written notice specifying that Landlord shall have ten (10) days from

Tenant's submission within which to review and provide comments regarding the Tenant Signage ("Tenant Signage Review Period"), which notice shall specify the due date for Landlord's response. The Tenant Signage Review Period may be extended for five (5) additional days by Landlord's provision of written notice to Tenant prior to the expiration of the Tenant Signage Review Period indicating that Landlord requires additional time to review the Tenant Signage. Provided that the Tenant Signage complies with the Signage Standard and the Building Rules and Regulations, and, with respect to the Outdoor Signage, does not impact the structural integrity of the Building, Landlord's approval of the Tenant Signage shall not be unreasonably withheld, conditioned or delayed. In the event no response is received from Landlord, Landlord shall be deemed to have approved Tenant Signage. Tenant shall install Tenant Signage at Tenant's sole cost and expense and shall be responsible for all costs of illumination of the Outdoor Signage. Tenant shall be responsible for the removal costs of Tenant Signage upon the expiration or termination of this Lease.

(b) Tenant may place professionally prepared advertising materials, posters, banners, and "Grand Opening" signs upon the interior of windows or doors of the Premises, and which may be visible from the exterior of the Premises, consistent with advertising promotions then being conducted at Tenant's other locations on a regional basis ("Tenant's Promotional Materials"), subject to Landlord's review and approval pursuant to the Tenant Signage Review Period outlined in subsection (a). Provided that Tenant's Promotional Materials are placed in compliance with the Signage Standard and the Building Rules and Regulations, Landlord's approval of the Tenant's Promotional Materials shall not be unreasonably withheld, conditioned or delayed.

Section 6.4 Equipment Installation.

(a) Tenant shall have the right to install, maintain, service, repair and replace from time to time on the roof of the Building satellite dishes, antennas, and other equipment/infrastructure supporting Tenant's operation (the Tenant's "Rooftop Equipment"), at a location reasonably approved by Landlord and in accordance with plans and specifications approved by Landlord (using the same process described in Section 5.2(c) for Landlord review and approval of Tenant Improvement Plans). Tenant shall have roof access to its Rooftop Equipment on a twenty-four (24) hours per day, seven (7) days per week basis, subject to each and all of the following terms and conditions: (a) the requirements of all applicable federal, state and local laws, statutes, codes, ordinances, regulations, orders and directives affecting the Building; (b) the right of Landlord to require that Landlord's roofing contractor perform any required roof penetrations and/or to supervise any required roof penetrations; (c) compliance with the conditions of any roof bond or roof warranty maintained by Landlord on the Building; and (d) Landlord's right to require that Tenant's Rooftop Equipment be screened in a manner reasonably approved by Landlord so that such equipment is not visible from the surface of the real property on which the Building is situated. Tenant shall be responsible for the repair of any damage to any portion of the Building caused by Tenant's installation, servicing, repairing, use or removal of Tenant's Rooftop Equipment. The Rooftop Equipment shall remain the property of Tenant, and Tenant shall have the right to remove same at any time during the Term, so long as Tenant is not in default under this Lease (after any required notice and beyond any applicable grace or cure period). Tenant shall be obligated at its sole cost and expense to remove the Rooftop Equipment (and all related cabling, conduit and pipes, as applicable) prior to the expiration of the Term, and to repair any damage to the roof of the Building caused thereby or relating thereto (including, without limitation, the

sealing of any roof penetrations related thereto). Tenant's policy of liability insurance shall cover all operations of Tenant on the roof of the Building, and Tenant covenants and agrees to protect, defend, indemnify and hold Landlord harmless from and against any and all actions, claims, damages, liabilities, costs or expenses of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by or asserted against Landlord arising out of Tenant's installation, repair, maintenance, use or removal of the Tenant's Rooftop Equipment.

(b) The Rooftop Equipment shall remain the property of Tenant, and Tenant shall have the right to remove same at any time during the Term, so long as Tenant is not in default under this Lease (after any required notice and beyond any applicable grace or cure period). Prior to the end of the Term or, if earlier, within five (5) days after this Lease or Tenant's right to possess the Premises has been terminated or Tenant has vacated the Premises, Tenant shall, at its risk and expense, remove the Rooftop Equipment. If Tenant fails to do so, Landlord may remove the Rooftop Equipment and store or dispose of it in any manner Landlord deems appropriate without liability to Tenant; Tenant shall reimburse Landlord for all costs incurred by Landlord in connection therewith within thirty days after Landlord's request therefor. Alternatively, at Landlord's election, Tenant shall deliver to Landlord the Rooftop Equipment in good repair and condition, normal wear and tear excepted, and deliver to Landlord a bill of sale for the Rooftop Equipment and all operating manuals, keys and similar items with respect to the Rooftop Equipment, and thereafter the Rooftop Equipment shall be Landlord's property.

Section 6.5 Generator.

(a) Provided Tenant obtains all necessary governmental permits and approvals, as well as Landlord's prior written approval of the location of a generator (including all necessary wires, connectors and other equipment) ("Generator") and Tenant's plans and specifications for the Generator (using the same process described in Section 5.2(c) for Landlord review and approval of Tenant Improvement Plans), Tenant may install the Generator in a mutually agreeable location near the Premises, subject to the following terms and conditions: (i) the Generator will be no larger than what can be safely and structurally placed near the Premises without affecting the free flow of access to the Premises, (ii) the Generator is not located closer than 3' to the outside wall of the Premises, nor attached to or touching an interior demising wall, (iii) Tenant causes its insurer to include the Generator and its ancillary equipment on its insurance policies pertaining to the Premises, (iv) Tenant agrees to use the Generator only in the event of a loss of electrical power and only for so long as the Premises is without power and (v) Landlord may require that the Generator be screened or fenced in a manner reasonably approved by Landlord for purposes of mitigating noise and limiting visibility. Tenant shall indemnify, defend (including reasonable attorneys' fees and expenses), and hold Landlord harmless from and against any costs, actions, damages or claims for loss of property or personal injury occurring in the Generator area or arising out of the existence, or use, of the Generator. Tenant shall maintain the Generator and the area surrounding the Generator in good, clean condition and Landlord shall have no responsibility whatsoever with respect to the Generator (whether repairing, maintaining, supplying utilities, or otherwise) or any contents stored therein, and Tenant shall keep and use the Generator at its own risk.

(b) The Generator shall remain the property of Tenant, and Tenant shall have the right to remove same at any time during the Term, so long as Tenant is not in default under this Lease

(after any required notice and beyond any applicable grace or cure period). Prior to the end of the Term or, if earlier, within five (5) days after this Lease or Tenant's right to possess the Premises has been terminated or Tenant has vacated the Premises, Tenant shall, at its risk and expense, remove the Generator. If Tenant fails to do so, Landlord may remove the Generator and store or dispose of it in any manner Landlord deems appropriate without liability to Tenant; Tenant shall reimburse Landlord for all costs incurred by Landlord in connection therewith within thirty days after Landlord's request therefor. Alternatively, at Landlord's election, Tenant shall deliver to Landlord the Generator in good repair and condition, normal wear and tear excepted, and deliver to Landlord a bill of sale for the Generator and all operating manuals, keys and similar items with respect to the Generator, and thereafter the Generator shall be Landlord's property.

ARTICLE VII

INSURANCE AND CASUALTY

Section 7.1 Tenant's Insurance. Throughout the Term of this Lease, and any extension thereof, Tenant at its sole cost and expense shall keep or cause to be kept (i) commercial general liability and property damage insurance in the following minimum amounts: \$1,000,000.00 for each occurrence; \$2,000,000.00 general aggregate; which policies insure against all liability of Tenant, Tenant's authorized representatives, and anyone for whom Tenant is responsible, arising out of and in connection with Tenant's use of the Premises; (ii) fire and extended coverage insurance covering Tenant's personal property, fixtures, improvements, alterations, furniture and equipment against loss or damage by fire or other casualties that are covered under "all risk/extended coverage" endorsements, in an amount equal to the full replacement value thereof.

All policies shall be primary and noncontributory, shall contain a provision by which the insurer agrees that such policy shall not be canceled, materially changed, terminated or not renewed with respect to the Premises except after at least fifteen (15) advance written notice to Landlord and/or such designees. Landlord acknowledges and accepts Tenant's intent to insure through an affiliated entity.

Only the commercial general liability policy shall name the Landlord and/or its designees, up to a total of three, as additional insureds, Tenant shall deliver certificates of insurance to Landlord on or before the Lease Term Commencement Date and at least annually thereafter.

If Tenant shall not comply with any covenant to maintain insurance as provided herein, then after the applicable notice and cure period, Landlord may, at its option, cause insurance as aforesaid to be issued and, in such event, Tenant shall promptly pay when due premiums for insurance as Additional Rent hereunder.

Section 7.2 Fire Insurance. Landlord agrees, during the Term and any extension thereof, to carry "all-risk" property insurance against fire, vandalism, malicious mischief and such other perils as are from time to time included in a standard extended coverage endorsement and, at Landlord's option, special extended coverage endorsements insuring the improvements to the Premises in an amount determined solely by Landlord, but not less than one hundred percent (100%) of the full replacement cost.

Section 7.3 Damage or Destruction. (a) If the Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable in whole, the Premises shall be rendered untenable only in part, Landlord shall, at its own expense, cause the damage to be repaired promptly, and all Rent and Additional Rent meanwhile shall be abated proportionately as to the portion of the Premises rendered untenable. If the Premises shall be rendered wholly untenable by reason of such occurrence, Landlord shall, at its own expense, cause such damage to be repaired within three (3) months of said occurrence, or, if such damage cannot be repaired within three (3) months, diligently pursue restoration of such damage within said three (3) month period, subject to Force Majeure, and all Rent and Additional Rent meanwhile shall be abated in whole, except that Landlord shall have the right, to be exercised by notice given to Tenant within thirty (30) days after said occurrence, to elect not to reconstruct the destroyed Premises, and in such event this Lease and the tenancy hereby created shall cease as of the date of the said occurrence.

(b) In addition to any other rights of Tenant, if following any damage to the Building or Premises that Landlord is obligated to or elects to repair, in the event that Landlord has not completed the repair work within six (6) months after the date of damage, Tenant may terminate this Lease upon thirty (30) days' prior written notice to Landlord. Tenant's monetary obligations under this Lease shall be abated from the date of any casualty or damage through the completion of repairs (including a reasonable period, if necessary, for Tenant to re-fixtue the Premises) based on the extent to which such casualty/damage and the resultant repairs interfere with Tenant's business operations and use of the Premises.

(c) Tenant shall have the right to terminate this Lease if, in Tenant's reasonable business judgment, the Premises are rendered untenable during the last twelve (12) months of the Term by giving Landlord written notice of such termination within thirty (30) days after such occurrence of such casualty.

(d) Landlord agrees that it shall not discriminate against Tenant in the exercise of its rights to terminate this Lease in accordance with the provisions of this section.

ARTICLE VIII

DEFAULTS AND REMEDIES

Section 8.1 Tenant's Default.

(a) The following events shall be deemed events of default by Tenant under this Lease: (i) any failure of Tenant to pay any Rent or any other monetary obligation or other charges due hereunder for more than ten (10) days after written notice of such default shall have been given to Tenant, or (ii) any failure to perform any other of the terms, conditions or covenants of this Lease (other than the covenants for the payment of Rent) to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been given to Tenant (provided, however, if Tenant's failure or breach is of a nature such that it cannot reasonably be cured within such thirty (30) day period, Tenant shall not be deemed to be in default of this Lease provided Tenant commences to cure such failure or breach within such thirty (30)-day period and thereafter diligently prosecutes such cure to completion within ninety (90) days after notice of such default

has been given to Tenant), (iii) Tenant shall abandon, desert or vacate the Premises, or permit this Lease to be taken under any writ of execution, or (iv) Tenant shall do or permit to be done anything which creates a lien upon the Premises or the Building and fails to cause the release or bonding around of such lien within fourteen (14) days after Tenant has notice of such lien. Landlord shall not exercise any remedies otherwise available to Landlord under this Lease and/or at law or in equity without having given the notices and allowed the cure periods expressly set forth in this Lease. Landlord shall in no event be entitled to accelerate Rent. Landlord shall use reasonable efforts to mitigate damages resulting from any default of Tenant and, in no event, shall Landlord be entitled to double recovery of damages.

(b) Notwithstanding the foregoing, Tenant's cessation, abandonment or vacation of its operations at the Premises shall not be construed an abandonment or vacation of the Premises under Section 8.1(a)(iii) of the Lease so long as:

(i) Tenant continues to pay Base Rent and Operating Expenses as required in the Lease;

(ii) Tenant ensures that the Premises are maintained in a manner that is consistent with its operation of the Premises for the Permitted Use, which shall include ensuring that all portions of the Premises visible from the Common Areas of the Building are lighted at all times during the Building's specified hours of operation and that the furniture and other personal property of the Tenant all portions of the Premises visible from the Common Areas of the Building remain in place;

(iii) Tenant does not post any signage within the Premises or the Building indicating that the Tenant has ceased its operations at the Premises, including "going out of business", "moving", "closed indefinitely", "liquidation" or "for lease" signage; and

(iv) Tenant remains in compliance with all other terms, conditions and covenants under the Lease, including all repair, maintenance and insurance obligations.

Section 8.2 Landlord's Remedies. In the event of Tenant's default, Landlord shall be entitled to pursue any remedies available at law or under this Lease. In the event the Lease is terminated, Tenant shall remain liable for all Rent and other amounts due pursuant to the terms of this Lease.

Section 8.3 Waiver by Landlord. One or more waivers of any covenant or condition by Tenant shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring such Landlord's consent or approval shall not be deemed to render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. No breach of a covenant or condition of this Lease by Tenant shall be deemed to have been waived by Landlord, unless such waiver be in writing by Landlord.

Section 8.4 Landlord's Default. Landlord shall be deemed to be in material default of the Lease if (a) Landlord fails to make any repair, or perform any obligation, covenant, or condition that Landlord is required to make under this Lease and Landlord does not cure such default within thirty (30) days (or such longer period as may be required in the exercise of due diligence provided

that Landlord has commenced such cure within such thirty (30) day period) after receipt of Tenant's written notice specifying such default with particularity, or (b) for the whole of two (2) or more consecutive days, Landlord's failure to make any repair, or perform any obligation, covenant, or condition that Landlord is required to make under this Lease results in the actual interruption of essential building services (e.g. fire and life safety, elevators, utilities, HVAC, etc.), and Landlord does not cure its failure within five (5) business days after receipt of Tenant's written notice specifying such default with particularity. Unless and until Landlord fails to cure any default after such notice and after expiration of such cure period, Tenant shall not have any remedy or cause of action by reason thereof. All obligations of Landlord hereunder will be construed as covenants, not conditions.

Section 8.5 Tenant's Remedies. In the event of Landlord's default, Tenant may, at its option, (i) make the repair or replacement and deduct the actual costs thereof reasonably incurred from the installments of Rent next falling due, or (ii) terminate this Lease upon thirty (30) days' written notice to the Landlord and unless Landlord shall have cured the default complained of within said thirty (30) day period (or such longer period as may be required in the exercise of due diligence provided that Landlord has commenced such cure within such thirty (30) day period), this Lease shall be terminated upon the expiration of said cure period, and the Landlord shall accept the Premises on the date of the termination. Notwithstanding the foregoing and only as it relates to material defaults that cannot be reasonably cured within forty-five (45) days, there shall be no termination of this Lease under the provision of this paragraph provided that Landlord promptly begins to cure such default and thereafter and in good faith diligently prosecutes to cure such default, and in such case the time shall be extended for such period as may be reasonably necessary to do so, but if Landlord shall neglect to proceed in good faith and as speedily as is reasonably possible to remedy the aforesaid default, the Tenant may provide Landlord another notice of at least ten (10) days of its election to terminate the Lease and at the expiration of said (10) days the Lease shall terminate.

Section 8.6 Remedies Nonexclusive. The rights and remedies of either party herein stated shall be in addition to any and all other rights and remedies which either party has or may hereafter have at law or in equity; and each party stipulates and agrees that the rights herein granted to each party are commercially reasonable.

ARTICLE IX

NOTICES

Section 9.1 Notices. All notices required herein to be given by Tenant to the Landlord shall be given via overnight delivery by courier service, and shall be sent to Landlord at:

Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, TX 77002

or to such other person or place as shall be designated in writing by the Landlord; and all notices required herein to be given by Landlord to Tenant shall be sent to Tenant via overnight delivery by courier service at:

Humana Inc.
500 West Main Street
Louisville, Kentucky 40202
Attn: Director, Workplace Solutions

or to such other person or place as shall be designated in writing by Tenant.

ARTICLE X

QUIET ENJOYMENT AND HOLDING OVER

Section 10.1 Quiet Enjoyment of Tenant. Landlord covenants that Tenant, upon paying the Rent and complying with the terms, covenants and conditions of this Lease, shall and may peaceably and quietly have, hold and enjoy the Premises for the Term aforesaid.

Section 10.2 Holding Over. In the absence of a written agreement to the contrary, if Tenant should remain in occupancy of the Premises after the expiration of the Term, or any formal extension thereof, Tenant shall remain only as a Tenant from month-to-month, and all applicable provisions of this Lease shall also be applicable during such month-to-month tenancy, except that the monthly Base Rent shall be equal to 125% of the Base Rent payable in the last month of the Term, and no extension or renewal of this Lease shall be deemed to have occurred by such holding over. Landlord shall not be entitled to any other amounts of rent or additional consideration including consequential damages.

ARTICLE XI

EMINENT DOMAIN

Section 11.1 Condemnation. (a) If the whole or any part of the Premises or Building shall be taken by power of eminent domain, if more than twenty-five percent (25%) of the rentable square footage of the Premises is taken, or if access to the Premises or the Parking Garage is substantially impaired, Tenant shall have the option to terminate this Lease upon thirty (30) days' notice. All Rent shall be apportioned as of the date of such termination, or the date of such taking, whichever shall first occur. If any part of the Premises shall be taken, and this Lease shall not be so terminated, the Base Rent and Additional Rent shall be proportionately abated.

(b) Tenant shall be entitled to receive and retain amounts which may be specifically awarded to Tenant in any such condemnation proceedings due to the taking of its trade fixtures, leasehold improvements, loss of its leasehold estate, moving expenses and such business loss as Tenant shall separately and specifically establish. Landlord agrees that it shall not discriminate against Tenant in the exercise of its rights to terminate this Lease in accordance with the provisions of this Article.

ARTICLE XII

LIABILITY AND WAIVER OF SUBROGATION

Section 12.1 Liability.

(a) *Covenant to Hold Harmless.* Tenant covenants to indemnify and defend Landlord, and hold it harmless, from and against any and all third-party claims, actions, damages, liability and expense, including reasonable attorneys' fees, in connection with loss of life, personal injury and or damage to property of third-parties arising from or out of any occurrence in, upon or at the Premises or the occupancy or use by Tenant of the Premises or any part thereof, or to the extent occasioned wholly or in part by any act or omission of Tenant, its agents, contractors or employees. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold it harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation.

(b) Landlord covenants to indemnify and defend Tenant, and hold it harmless, from and against any and all third-party claims, actions, damages, liability and expense, including reasonable attorneys' fees, in connection with loss of life, personal injury and/or damage to property of third parties arising from or out of any occurrence in, upon or at the Premises arising from or out of Landlord's failure to comply with this Lease or to the extent occasioned wholly or in part by any act or omission of Landlord, its agents, contractors or employees. In case Tenant shall, without fault on its part, be made a party to any litigation commenced by or against Landlord, then Landlord shall protect and hold it harmless and shall pay all costs, expenses and reasonably attorneys' fees incurred or paid by Tenant in connection with such litigation.

(c) *Transfer of Ownership.* The term "Landlord" as used in this Lease so far as covenants or obligations on the part of Landlord are concerned shall be limited to mean and include only the owners at the time in question of the fee simple title to the Premises and in the event of any transfer or transfers of such fee simple title, the then-transferor of the fee simple title shall be automatically relieved after the date of such transfer or conveyance of all liability as respects the performance of any obligations on the part of Landlord contained in this Lease thereafter to be performed, it being intended hereby that all the obligations contained in this Lease on the part of Landlord shall be binding upon Landlord and Landlord's assigns only during and in respect of their respective period of ownership of the fee simple interest in the Premises. Provided, however, no transferor shall be so relieved of liability including the payment of monetary obligations due hereunder until the transferee shall assume all obligations of Landlord hereunder in writing directed to Tenant.

(d) *Mutual Waiver of Claims.* Landlord and Landlord's agents and employees shall not be liable for, and Tenant hereby releases them from any and all claims for and damage to person or property sustained by Tenant or any person claiming through Tenant resulting from any fire, accident, occurrence or condition in or upon the Premises. Tenant and Tenant's agents and employees shall not be liable for, and Landlord hereby releases them from any and all claims for and damage to person or property sustained by Landlord or any person claiming through Landlord resulting from any fire, accident, occurrence or condition in or upon the Premises.

Section 12.2 Waiver of Subrogation. It is agreed by the undersigned parties that if the Premises or contents thereof shall be damaged or destroyed by an insured peril, then, and to the extent allowable without invalidating such insurance, and whether or not such damage or destruction was caused by negligence of the other party, neither party shall have any liability to any insurer of the other, excluding worker's compensation, for or in respect of such damage or destruction.

ARTICLE XIII

SUBORDINATIONS

Section 13.1 Subordination of Lease to Mortgage. Landlord and Landlord's lender (if any) agree that as long as Tenant is not in default under the Lease, beyond any applicable cure period, Tenant's quiet enjoyment of the Premises shall not be disturbed in the event of a foreclosure or deed taken in lieu of foreclosure by any lender.

ARTICLE XIV

TENANT OPTIONS

Section 14.1 Option to Renew. Tenant has the right to renew this Lease for two (2) additional terms of five (5) years each, at Tenant's election (each a "Renewal Term," and collectively, the "Renewal Terms"). If Tenant desires to elect to exercise a Renewal Term, then Tenant shall do so by delivering written notice (of the exercise thereof to Landlord no later than 180 days prior to the then-current Expiration Date (each, an "Extension Notice Date"); the Extension Notice Dates shall be set forth in the Commencement Date Agreement. Except as expressly set forth herein, the Renewal Terms shall be on the same terms and conditions as in this Lease; provided, however, that there shall be an increase of the Base Rent of three percent (3%) per year from the prior year for each year of the Renewal Term, including the first year of any Renewal Term.

ARTICLE XV

GENERAL

Section 15.1 Estoppel Certificates. Landlord represents that Landlord has lawful title to the Building and the associated real property the Building is located upon and has full right, power and authority to enter into this Lease. Within fifteen (15) business days following receipt of a written request from Landlord, Tenant shall execute, acknowledge and deliver to the Landlord a written statement certifying (i) that this Lease is in full force and effect and unmodified or, if modified, stating the nature of such modification, (ii) the date to which Rent has been paid, and (iii) that there are not, to the Tenant's knowledge, any uncured defaults, or specifying such defaults, if any are claimed.

Section 15.2 Broker's Commission. Landlord and Tenant represent they have not had any dealings with any real estate broker other than Ryland Enterprise Inc., dba ARVO Realty Advisors, and Cushman & Wakefield of Texas Inc. ("Landlord's Brokers") and Orange

Commercial LLC (“Tenant’s Broker”). Landlord shall pay any commissions or fees that are payable to Landlord’s Brokers and Tenant’s Broker with respect to this Lease to Landlord’s Brokers, provided that Landlord’s Brokers shall split the commission with Tenant’s Brokers in accordance with the provisions of that separate commission contract between Landlord and Landlord’s Brokers. Each party represents and warrants to the other, that, to its knowledge, no other broker, agent or finder (a) negotiated or was instrumental in negotiating or consummating this Lease on its behalf, or/and (b) is or might be entitled to a commission or compensation in connection with this Lease. Landlord and Tenant shall each indemnify and hold the other harmless against any party other than Brokers claiming under the indemnifying party for any such fees, including without limitation, reasonable attorneys’ fees and court costs.

Section 15.3 Not a Joint Venture. Any intention to create a joint venture or partnership relation between the parties hereto is hereby expressly disclaimed.

Section 15.4 Applicable Law. This Lease shall be construed under the laws of the State of Texas, wherein it is made. In any action brought under this Lease, Tenant submits to the jurisdiction of the courts of the state of Texas and to venue in Harris County.

Section 15.5 Entire Agreement. This Lease, and any exhibits attached hereto and forming a part hereof, set forth all the promises, agreements, conditions and understandings between Landlord and Tenant relative to the Premises, and there are no other promises, agreements, conditions or understandings, either oral or written, between them other than those herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both Landlord and Tenant.

Section 15.6 Successors, Assigns, Captions, etc. This Lease shall be binding upon the parties hereto, their personal representatives, successors and assigns (except as otherwise provided herein), and shall inure to their benefit. The use of one gender in this Lease shall include any gender and the singular shall include the plural or the plural the singular, as the context hereof may require. The various captions used in this Lease are for convenience of reference only and shall not in any way limit or amplify the terms hereof.

Section 15.7 Confidentiality. Landlord and Tenant agree, on behalf of one another and each party's respective employees, agents, contractors, consultants, partners, affiliates, assignees and subtenants, not to disclose the terms of this Lease, the name of Tenant or its affiliation with Humana Inc. or the results of any audit of Landlord’s books and records under this Lease to any third party except for the following herein defined “Permissible Disclosures”: (i) disclosures to bankers, accountants, attorneys, consultants or other persons who are reasonably entitled to receive such information in the normal course of Tenant’s business or Landlord’s business, (ii) disclosures to any assignee of Tenant’s or Landlord’s interest in this Lease or any subtenant of Tenant relative to the Premises (or any portion thereof), (iii) disclosures required by applicable law (including the Texas Public Information Act) or by subpoena or other similar legal process, (iv) disclosures for financial reporting purposes provided as to items (i) and (ii) above, or (v) pursuant to a press release or a posting in a real estate related publication or any other media outlet which has been expressly approved in writing by both parties.

Section 15.8 Waiver of Trial by Jury. Landlord and Tenant agree that, to the extent permitted by law, each shall and hereby does waive trial by jury in any action, proceeding or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with this Lease.

Section 15.9 Recordation. This Lease shall not be recorded. A memorandum of this Lease, in a form mutually agreed by Tenant and Landlord, may be executed and acknowledged by Tenant and Landlord and recorded in the Official Public Records of Real Property of Harris County, Texas. The party that desires to record the memorandum shall pay any fees related to said recording. No memorandum shall contain any monetary information.

Section 15.10 Force Majeure. If either Landlord or Tenant is prevented or delayed from performing any act required under this Lease because of strikes, lockouts, labor disputes, acts of God, pandemic, epidemic, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, regulations or controls, judicial orders, enemy or hostile governmental action, civil commotion, failure of power, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform ("Unavoidable Delays"), the period for performing such act will be extended for a period equal to any such Unavoidable Delay. However, Unavoidable Delays will not excuse the obligation for Tenant's payment of Rent or any other monetary obligations or charges required by the terms of this Lease except if Tenant is unable to complete construction of the initial Tenant Improvements or open for business due to any such Unavoidable Delays. In such event, Tenant will not be required to pay Rent or any other monetary obligations or charges for the period of days following the Commencement Date equal to the number of days Tenant was unable to complete construction of the initial Tenant Improvements or open for business.

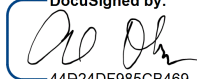
Section 15.11 Counterparts. This Lease (and any subsequent amendments or consent provided in connection with the Lease) may be executed in one or more counterparts, which, when placed together, constitute a single binding document as if all signatures were on a single page. In addition, such documents may, once so executed, be delivered by each party hereunder to each other party by facsimile or electronic mail to the extent that a facsimile or electronic mail is included in any party's notice address (or otherwise provided in a writing designating such electronic mail address as a valid notice address) and provided that the delivering party shall have received written confirmation of receipt of such facsimile or electronic delivery. Any copies of such documents delivered as set forth in this Section shall have the full force and effect and shall be treated as if such documents bear original signatures.

Signature Page to Follow

IN TESTIMONY WHEREOF, the parties have executed this Lease on May 10,
2021.

LANDLORD:

MIDTOWN REDEVELOPMENT
AUTHORITY

DocuSigned by:

By: Al Odom
Name: Al Odom
Title: Chairman of the Board of Directors
Date: 5/10/2021

TENANT:

PRIMARY CARE COHORT 2 PROPCO, LLC

Douglas Edwards
By: Douglas Edwards (May 4, 2021 17:53 EDT)
Name: Douglas A. Edwards
Title: Senior Vice President –
Workplace Experience
Date: May 4, 2021

Exhibit "A"

Premises

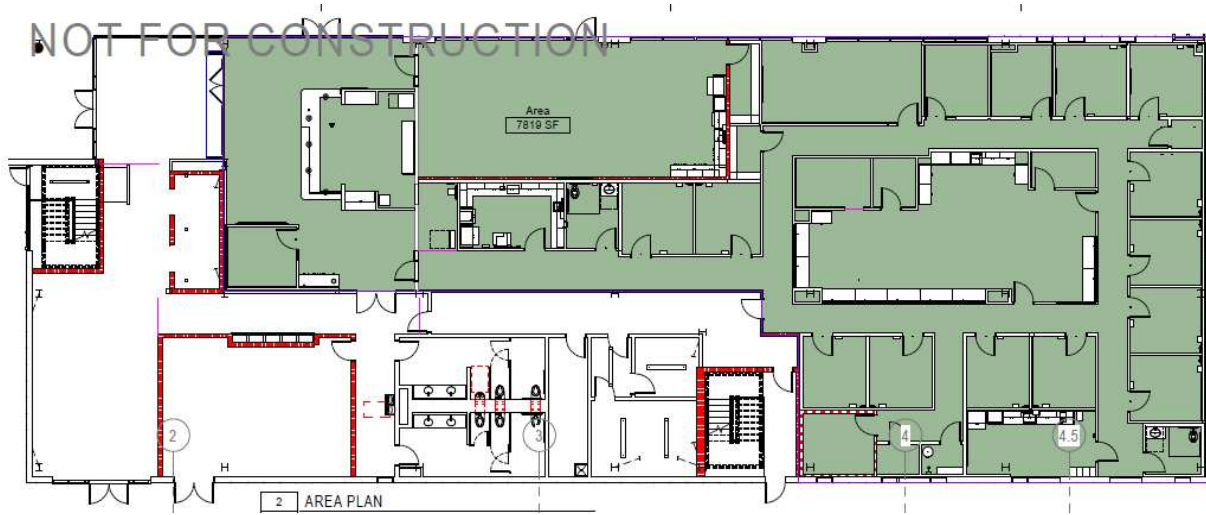


Exhibit "B"

Commencement Date Agreement

An Agreement made this __ day of _____, 20__, by and between _____
(the "Landlord") and _____ (the "Tenant").

W I T N E S S E T H:

WHEREAS, on the __ day of _____, 20__, Landlord and Tenant entered into a Lease
(the "Lease") relating to the Premises (as defined in the Lease) located at _____.

WHEREAS, on the __ day of _____, 20__, Landlord delivered possession of the
Premises to Tenant and therefore, pursuant to Section 1.2 of the Lease, the term of the Lease
("Term") has commenced; and

WHEREAS, the parties desire to confirm the dates of commencement and expiration of
the Term.

NOW THEREFORE, in consideration of the mutual covenants herein contained, Landlord
and Tenant agree as follows:

- (1) The Term commenced on _____ ("Commencement Date").
- (2) Tenant's rental obligation under the Lease commenced on
_____ ("Rent Commencement Date").
- (3) The initial Term shall expire on _____ ("Expiration Date").
- (4) On _____, Tenant opened for business at the Premises.
- (5) Premises address: _____.
- (6) The Extension Notice Dates shall be as follows:
1st Renewal Term _____
2nd Renewal Term _____
- (7) The execution of this Agreement shall not constitute the exercise by Tenant
of any option it may have to extend the Term.
- (8) The Lease is in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be duly executed on the date first written above.

LANDLORD

TENANT

MIDTOWN REDEVELOPMENT AUTHORITY

[TENANT ENTITY]

a Texas nonprofit local government corporation a [STATE & ENTITY TYPE]

By: _____

Name: _____

By: _____

Name: Robbin Hansen

Title: Director of Workplace
Portfolio Delivery

Exhibit "C"**Operating Expenses**

EXPENSES	Cost/psf
Controllable	
Payroll	\$2.00
G&A	\$1.00
R&M	\$1.20
Utilities	\$1.63
Contract Services	\$1.00
Total Controllable	\$6.83
Non-Controllable	
Management Fees	3.00%
Taxes	\$0.00
Shared Service	\$0.85
Insurance	\$2.00
Total Non-Controllable	\$3.20
Total Operating Expenses	\$10.03

Exhibit "D"

Reserved Parking

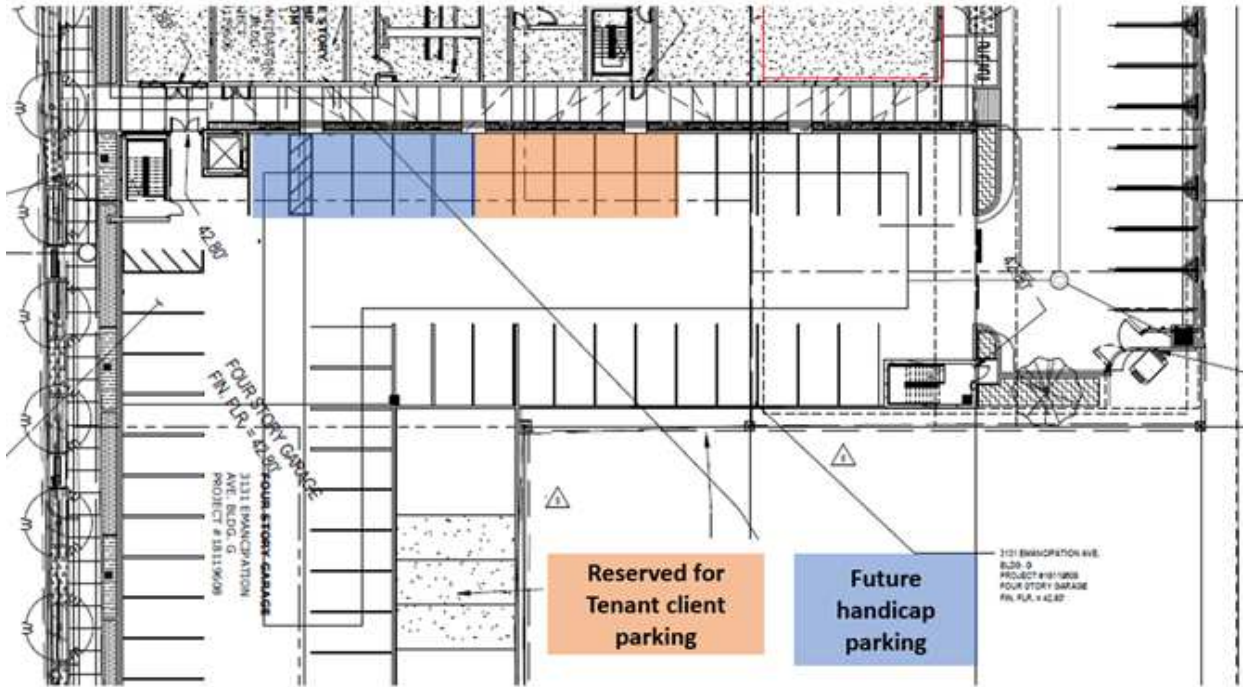


Exhibit "E"

Landlord Work

Landlord is responsible for delivering the Premises in accordance with the following requirements:

- All major services shall be separated from other tenants and stubbed out at the Premises, including fire sprinkler risers, HVAC trunk lines / main loops, waste lines, electrical service, and 1.5-2.0 (minimum) inch water lines in good working order.
- All control panels including HVAC controls in place; the cost of any connections or up-grades required shall be borne by Tenant.
- In the event there is not an ADA-accessible ramp located directly in front of the space or within 25 feet of the space, Landlord shall install an ADA-accessible ramp at Landlord's sole cost and expense. Accessible entry is provided at the main entry and garage entry into the Building. There are accessible ramps at the northeast and northwest corners of the Building to access the surface lot on the north side of the Building.

Landlord is responsible for providing terminating utility trunk lines and service mains at the Premises, the cost of separately metering each utility (including installation of meter), and the cost of all impact fees and initial connection fees, excluding deposits, associated with Utilities to the Premises.

Landlord shall arrange and pay for Utilities, recycling and refuse pickup and disposal for the Premises.

Environmental Concerns: Landlord represents and warrants that to the best of its knowledge after due inquiry, the land, the building, and the Premises are presently free of asbestos, toxic waste, underground storage tanks, and other hazardous materials in amounts exceeding legally established maximum thresholds.

Any existing infrastructure or improvements within the Premises shall be delivered in good working order and in place for Tenant to evaluate reuse or demolition.

Future Handicap Parking shown in Exhibit D installed and completed.

Landlord will be responsible for installation of one hour fire rated demising walls insulated with a level 4 finish for the Premises as shown in yellow.

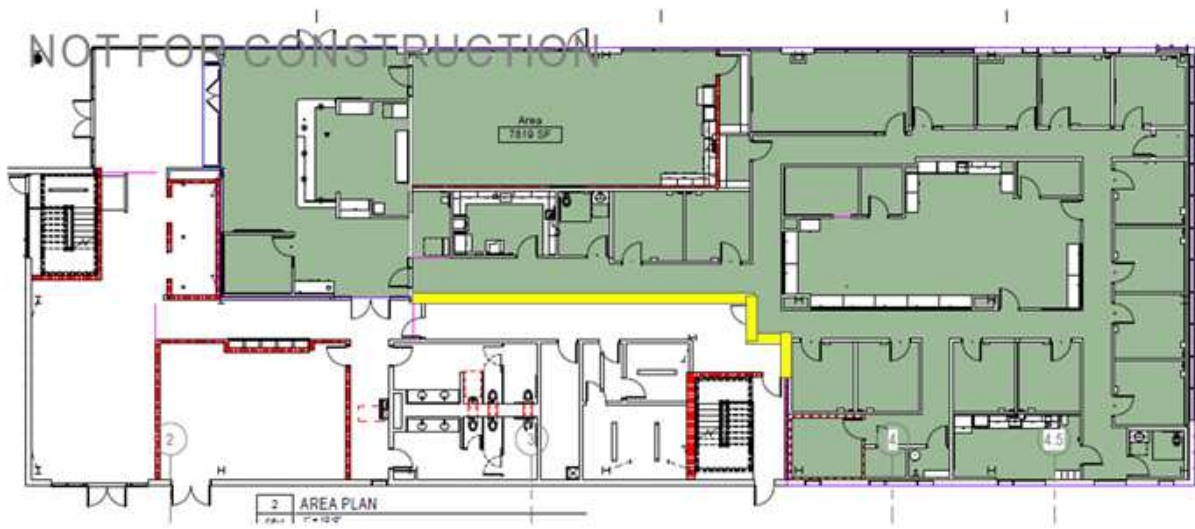


Exhibit "F"

3131 Emancipation Drive

BUILDING RULES AND REGULATIONS

The following standards shall be observed by Tenant for the common safety, cleanliness and convenience of all occupants of the Building. These rules are subject to change from time to time, as specified in the Lease Agreement.

1. All tenants will refer all contractors' representatives and installation technicians who are to perform any work within the Building to Landlord for Landlord's approval before the performance of any such work. This provision shall apply to all work performed in the Building including, but not limited to, installations of telephones, computer equipment, electrical devices and attachments, and any and all installations of every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment and any other physical portion of the Building. Tenant shall not mark, paint, drill into, or in any way deface any part of the Building except with the prior written consent of the Landlord and as provided in Section 5.3 of the Lease.

2. The work of the janitorial or cleaning personnel shall not be hindered by Tenant after 5:30 p.m., and such work may be done at any time when the offices are vacant Monday through Friday. The windows, doors and fixtures may be cleaned at any time upon prior scheduling with Tenant. Tenant shall provide adequate waste and rubbish receptacles, cabinets, bookcases, map cases, etc., necessary to prevent unreasonable hardship to Landlord in discharging its obligations regarding cleaning service.

3. Movement of furniture or office equipment in or out of the Building, or dispatch or receipt by Tenant of any heavy equipment, bulky material or merchandise which requires use of elevators or stairways, or movement through the Building's service dock or lobby entrance shall be restricted to such reasonable hours as Landlord shall designate. All such movement shall be in a manner to be agreed upon between Tenant and Landlord in advance. Such prior arrangements shall be initiated by Tenant. The time, method and routing of movement and limitations for safety or other concern which may prohibit any article, equipment or other item from being brought into the Building shall be subject to Landlord's discretion and control. Any hand trucks, carryalls or similar appliances used for the delivery or receipt of merchandise or equipment shall be equipped with rubber tires, side guards and such other safeguards as the Building shall require. All damage done to the Building, including without limitation, any Building elevator, by the installation or removal of any property of Tenant from the Building shall be repaired by Landlord at Tenant's expense, Tenant hereby agreeing to pay Landlord for the cost of any such repair plus an administrative fee of five percent 5% as Rent, within ten (10) days of Tenant's receipt of an invoice therefor. Although Landlord or its personnel may participate in or assist in the supervision of such movement, Tenant assumes final responsibility for all risks as to damage to articles moved and injury to persons or property engaged in such movement, including equipment, property and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service for Tenant, from the time of entering the property to completion of work. Landlord shall not be liable for the acts of any person engaged in, or any damage or loss to any of said property

or persons resulting from any act in connection with such service performed for Tenant with exception if it is due to Landlord. If Landlord or its personnel elects to participate or assist in the supervision of such movement, Tenant shall reimburse Landlord for the costs and expenses incurred by Landlord in connection therewith (including, without limitation, for any overtime pay), as Rent, within ten (10) days of Tenant's receipt of an invoice therefor.

4. No sign, advertisement or notice shall be displayed, painted or affixed by Tenant, its agents, servants or employees, in or on any part of the outside or inside of the Building or Premises without prior written consent of Landlord, as further provided in Section 6.3 of the Lease, and then only of such color, size, character, style and material and in such places as shall be approved and designated by Landlord. Signs on doors and entrances to the Premises shall be placed thereon by Landlord, ASI Signage Innovations, or a mutually agreed upon sign vendor.

5. Tenant shall not place, install or operate on the Premises or in any part of the Building any engine, stove or machinery (except for x-ray machinery or similar medical equipment), or conduct mechanical operations, or place or use in or about the Premises any inflammable, explosive, hazardous or odorous solvents or materials without the prior written consent of Landlord. No portion of the Premises shall at any time be used for cooking. Tenant may use coffee pots, refrigerators and microwaves in Premises.

6. Tenant shall not make or permit any loud or improper noises in the Building or otherwise interfere in any way with other tenants.

7. Landlord will not be responsible for any lost or stolen personal property or equipment from the Premises or Common Areas, regardless of whether such loss occurs when the area is locked against entry or not unless such loss is created by Landlord or Landlord's employees or contractors.

8. Tenant, and the employees, agents, servants, visitors or licensees of Tenant, shall not, at any time or place, leave or discard rubbish, paper, articles, plants or objects of any kind whatsoever outside the doors of the Premises or in the corridors or passageways of the Building or the Building's associated parking areas, including the Parking Garage. No animals, except for service animals, bicycles or vehicles of any description shall be brought into or kept in or about the Building.

9. No additional lock or locks shall be placed by Tenant on any door in the Common Area unless written consent of Landlord shall have first been obtained. Two (2) keys will be furnished by Landlord for the Premises, and any additional key required will be obtained from Landlord at no charge via a list of the recipients of the keys. A charge will be applied for each lost or replaced key furnished at Landlord's cost with no markup. All keys shall be surrendered to Landlord upon termination of tenancy.

10. None of the entries, passages, doors, hallways or stairways in the Building shall be blocked or obstructed.

11. Landlord and Tenant shall mutually have the right to determine and prescribe the weight and proper position of any unusually heavy equipment, including computers, safes, large files, etc., that are to be placed in the Building, and only those which in the exclusive judgment of

the Landlord will not do damage to the floors, structure and/or elevators may be moved into the Building. Any damage caused by installing, moving or removing such aforementioned articles in the Building shall be paid for by Tenant.

12. All Christmas and other decorations must be constructed of flame retardant materials. Live Christmas trees are not permitted in the Premises.

13. The standard business hours of operation for the Building are 7:00 a.m. to 6:00 p.m. Monday through Friday, 7:00 a.m. to 1:00 p.m. Saturday, excluding Holidays. Tenant shall provide Landlord with a list of all personnel authorized to enter the Building after hours (6:00 p.m. to 7:00 a.m. Monday through Friday, and 24 hours a day on Saturdays, Sundays and Holidays); provided, however, all such authorized personnel shall be required to have an access card in their possession to enter the Building after hours.

14. After-hours air conditioning/heating (6:00 p.m. to 7:00 a.m. Monday through Friday; 1:00 p.m. to 12:00 midnight Saturday; and 24 hours a day Sunday and Holidays) must be requested in writing to the Building Manager by noon of a regular work day prior to the day for which additional air conditioning is requested, or if Tenant so requires after hours air conditioning/heating on a regular basis during the Term, Tenant shall have the right to deliver to Landlord a written notice specifying the hours Tenant so requires such air conditioning/heating. Tenant shall be charged the prevailing hourly rate during such after-hours period.

15. The following dates shall constitute "Holidays" as said term is used in this Lease Agreement: New Year's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day and the Friday following Thanksgiving Day and Christmas and any other holiday recognized and taken by tenants cumulatively occupying at least one-half of the net rentable area of office space of the Building.

16. Tenant shall notify Landlord of furniture or equipment to be removed from the Building after hours. Description and serial numbers shall be provided if requested by Landlord.

17. Landlord shall designate one elevator to be the freight elevator to be used to handle packages and shipments of all kinds. The freight elevator shall be available to handle such deliveries from 9:00 a.m. to 11:00 a.m. and 2:00 p.m. to 3:30 p.m. weekdays. Parcel Post, express, freight or merchants' deliveries can be made anytime during regular business hours Monday through Friday. No furniture or freight shall be handled outside the above hours, except by previous arrangement.

18. Prior to the commencement of any construction in the Premises, Tenant shall deliver evidence of its contractor's and subcontractors' insurance, such insurance being with such companies, for such periods and in such amounts as Landlord may reasonably require, naming the Landlord and/or Landlord's designees as additional insured(s).

19. Any additional services as are routinely provided to tenants, not required by the Lease to be performed by Landlord, which Tenant requests Landlord to perform, and which are performed by Landlord, shall be billed to Tenant at Landlord's cost plus five percent (5%).

20. All doors leading from public corridors to the Premises are to be kept closed when not in use.

21. Canvassing, soliciting or peddling in the Building is prohibited and Tenant shall cooperate to prevent same.

22. Tenant shall give immediate notice to the Building Manager in case of accidents in the Premises or in the Building or of defects therein or in any fixtures or equipment, or of any known emergency in the Building.

23. The requirements of Tenant will be attended to only upon application to the Building Manager. Employees of Landlord shall not perform non-typical maintenance or repairs to the Premises, unless under special instructions from the Building Manager.

24. No signs, picture advertisement, name or notice shall be inscribed, displayed or affixed on or to any part of the inside of the Building or the Premises without the prior written consent of Landlord and the Landlord shall have the right to remove any such item at the expense of Tenant. All approved signs or lettering on the doors and the building directory shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord. Tenant shall not place anything near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises; provided, however, that Tenant may furnish and install a window covering at all exterior windows. Tenant shall not, without written consent of Landlord, cover or otherwise sunscreen any window. Notwithstanding the foregoing, Tenant shall have the right to professionally black out windows as part of Tenant Improvements, subject to Landlord's prior review and approval of the proposed vendor performing the work and the proposed location of the black out windows, as further depicted and provided in "Attachment 1" to this Exhibit "F", provided that Landlord's approval may not be unreasonably withheld, delayed or denied.

25. Tenant, or the employees, agents, servants, visitors or licensees of Tenant shall abide by the rules and regulations for the Parking Garage pursuant to a parking agreement to be provided to Tenant separately.

26. Landlord reserves the right to reasonably rescind any of these Rules and Regulations of the Building, and to make such other and further rules and regulations as in its judgment shall from time to time be needful for the safety, protection, care and cleanliness of the Building, the Premises and the Parking Garage, the operation thereof, the preservation of good order therein and the protection and comfort of the other tenants in the Building and their agents, employees and invitees, which rules and regulations, when made and written notice thereof is given to Tenant, shall be binding upon Tenant in like manner as if originally herein prescribed.

27. Tenant, or its employees, agents, servants, visitors, invitees or licensees of Tenant, shall not smoke or permit to be smoked cigarettes, cigars or pipes within the Premises or Building. Smoking shall be confined to area(s) designated by Landlord but shall in no event be closer than twenty-five feet (25') to any entrance to the Building and fifty feet (50) from the main entrance of the Building or any entrance specifically designated for Tenant's use. Landlord shall assist Tenant for failure of another tenant, its employees, agents, servants, visitors, invitees or licensees to comply with this paragraph.

28. Tenant shall not attempt to adjust wall-mounted thermostats in the Common Areas of the Building. If there is any damage to wall-mounted thermostats due to attempts by Tenant to adjust thermostats, Landlord may repair such damage at the sole cost and expense of the Tenant.

29. The directory of the building will be provided exclusively for the display of the names and location of the Tenants only, and Landlord reserves the right to exclude any other names there from with the exception of subtenants approved by Landlord in accordance with the requirements of the Lease.

30. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Premises or the Building by Tenant, nor shall any changes be made in existing locks or the mechanism thereof without the prior written consent of the Landlord. Tenant must upon the termination of its tenancy, return to Landlord all keys to the Premises. If Tenant fails to return any such key, Tenant shall pay to Landlord the cost of changing the locks to the Premises if Landlord deems it necessary to change such locks.

31. The toilet rooms, urinals, wash bowls and apparatus in the Premises or Building shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Tenant.

32. Tenant shall not overload the floor of the Premises. No boring, cutting or stringing of wires shall be permitted except with the prior written consent of and as the Landlord may direct.

33. Tenant shall not employ any person or persons for the purpose of cleaning the Premises without the consent of Landlord, which consent shall not be unreasonably withheld. Janitorial service will not include the cleaning of carpets and rugs, other than vacuuming. If the Premises requires more than building standard janitorial service, such excess service shall be at Tenant's cost.

34. Tenant shall only be permitted to occupy the Premises for the Permitted Use as described in Section 4.3 of the Lease. No tenant shall occupy or permit any portion of the Premises to be occupied for lodging or sleeping or for any Illegal purposes or permit any pet within the Premises or Building.

35. On Saturdays, Sundays and legal holidays and on any other days between the hours of 6:00 p.m. and 6:30 a.m., Landlord reserves the right to keep all doors to the Building locked, and access to the Building, or to the halls, corridors, elevator or stairways in the Building or to the Premise, may be refused unless the person seeking access is an employee of the Building or is properly identified as a tenant of the Building. In case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors for the safety of the tenants and protection of property in the Building.

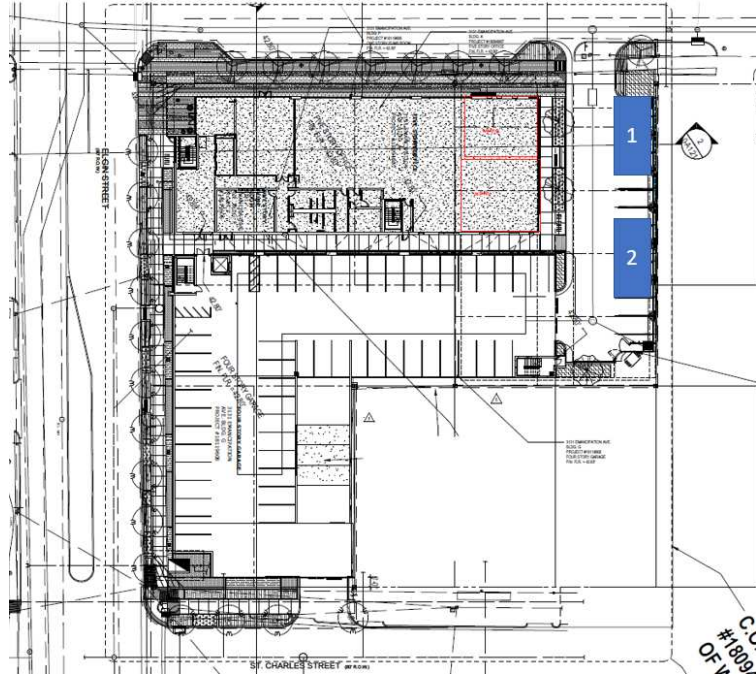
36. Access to the Building and the Parking Garage may be controlled by the use of electronic card key or by other method deemed necessary by Landlord. Tenant shall be issued an initial card key or other ingress/egress device for the Building for each of Tenant's employees working at the Building initially and ongoing at time of hire. In the event that Tenant's employee

damages or loses the card key(s) or device(s), a deposit for each card key or device shall be paid upon any necessary re-issuance of the card key or device at a cost no greater than \$25 per card key or device.

37. Landlord reserves the right to require payment, in advance, for certain services not required of Landlord under this Lease. Such charges include, but are not limited to, processing “bounced” checks, changing locks, providing after-hours HVAC rates, etc. and are subject to reasonably change at any time with prior written notice.

Attachment "1" to Exhibit "F"

Tenant shall the right to place Conex Boxes (Storage Containers) during construction only on the Building parking lot shown in the Option 1 and Option 2 below only:



Landlord agrees to allow Tenant to use the Conex boxes for advertising and construction in the example below:



Landlord agrees to allow Tenant to install window clings to the windows during construction.

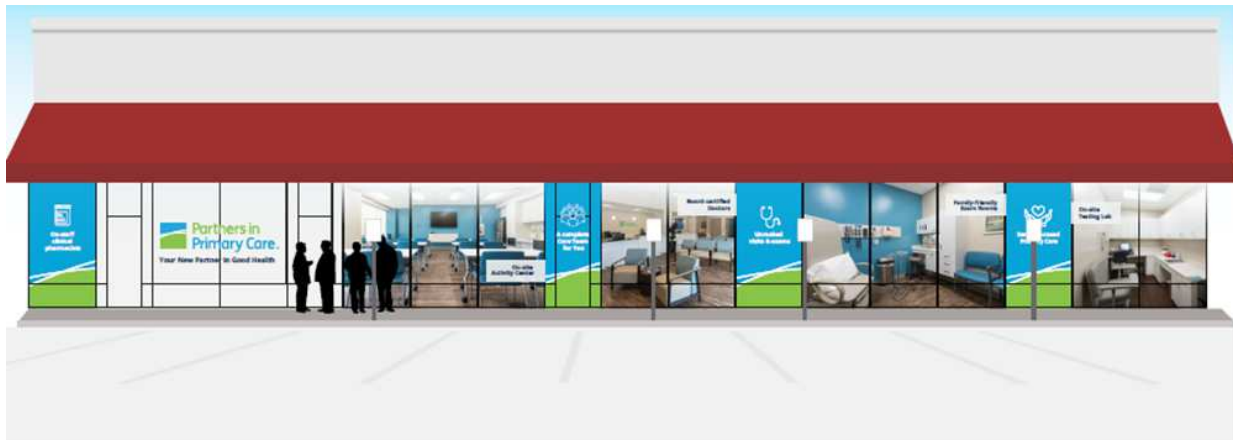


Exhibit “G”

Outdoor Signage





CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of Midtown Redevelopment Authority (the “Board”) do hereby certify as follows:

1. The Board convened in regular session on the 27th day of May, 2021, at the regular meeting place thereof within said Midtown Zone; and the roll was called of the duly constituted officers and members of said Board, to-wit:

1	Camille Foster	Director
2	Donald Bond	Director
3	Vacant	Director
4	Michael F. Murphy	Director
5	Al Odom	Chair
6	Abe S. Goren	Vice Chair
7	Caton M. Fenz	Assistant Secretary
8	John Thomas	Director
9	Zoe Middleton	Director

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION AUTHORIZING THE MIDTOWN REDEVELOPMENT AUTHORITY (THE “AUTHORITY”) OR ITS AGENT TO ENTER INTO CONTRACTS FOR AFFORDABLE HOUSING VACANT LOT LANDSCAPE MAINTENANCE SERVICES WITH TRANS TEQ ENVIRONMENTAL SOLUTIONS, INC. AND FOUR ELEVEN LLC; AND AUTHORIZING THE AUTHORITY OR ITS AGENT TO TAKE ALL NECESSARY ACTIONS REGARDING SAME

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Vernon's Texas Codes Annotated, Chapter 551, Government Code.

SIGNED this _____, 2021.

Secretary, Midtown Redevelopment Authority

RESOLUTION AUTHORIZING THE MIDTOWN REDEVELOPMENT AUTHORITY (THE “AUTHORITY”) OR ITS AGENT TO ENTER INTO CONTRACTS FOR AFFORDABLE HOUSING VACANT LOT LANDSCAPE MAINTENANCE SERVICES WITH TRANS TEQ ENVIRONMENTAL SOLUTIONS, INC. AND FOUR ELEVEN LLC; AND AUTHORIZING THE AUTHORITY OR ITS AGENT TO TAKE ALL NECESSARY ACTIONS REGARDING SAME

WHEREAS, by Ordinance No. 94-1345, adopted on December 14, 1994, the City of Houston (the “City”) created Reinvestment Zone Number Two, City of Houston, Texas (the “Midtown Zone”) pursuant to Chapter 311, Texas Tax Code (the “Act”), and approved a preliminary project plan for the Midtown Zone and a preliminary reinvestment zone financing plan for the Midtown Zone; and

WHEREAS, by Resolution No. 95-96, adopted on June 28, 1995, the City authorized the creation of the Midtown Redevelopment Authority (the “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 Midtown and neighboring areas as described in Ordinance No. 94-1345; and

WHEREAS, the City, the Midtown Zone and the Authority have entered into that certain amended and restated Agreement dated June 7, 2000, and approved as Ordinance No. 2000-494 (the “Tri-Party Agreement”), pursuant to which the City delegated to the 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, construction and improvement of infrastructure in the Midtown Zone, and provide affordable housing, in accordance with, and subject to the limitations set forth in, the Tri-Party Agreement and Project and Financing Plan; and

WHEREAS, the Authority’s Board of Directors (the “Board”) has determined that it is in the best interest of the Midtown Zone and the Authority to acquire tracts of land in certain nearby historic neighborhoods to be developed as affordable housing and to commit certain available tax increment or bond proceeds received for this purpose; and

WHEREAS, the Authority has previously acquired certain parcels of land in the City for such purpose; and

WHEREAS, the Authority believes it is in the best interest of the Authority to enter into contracts with Trans Teq Environmental Solutions, Inc. and Four Eleven LLC for landscape maintenance of those parcels of land owned by the Authority and acquired for the purpose of facilitating the development of affordable housing; and

WHEREAS, the Board desires hereby to authorize and approve such contracts with Trans Teq Environmental Solutions, Inc. and Four Eleven LLC. to provide such landscape maintenance services.

NOW THEREFORE, BE IT RESOLVED BY the Board of Directors of the Midtown Redevelopment Authority:

1. That the Board adopts the findings and recitations set out in the preamble to this Resolution and finds them to be true and correct.
2. That the Board hereby approves the terms and provisions of Contracts for Affordable Housing Vacant Lot Landscape Maintenance Services by and between the Authority and Trans Teq Environmental Solutions, Inc. and Four Eleven LLC., respectively, substantially in the form attached hereto as Exhibit A, and hereby authorizes the execution by the officers of the Board, or the Executive Director or any agent of the Executive Director with delegated authority, of Contracts for Affordable Housing Vacant Lot Landscape Maintenance Services by and between the Authority and Trans Teq Environmental Solutions, Inc. and Four Eleven LLC., respectively.
3. That the Board hereby further authorizes the officers of the Board, the Executive Director, and Authority staff and consultants to make such changes to the attached form of Contract for Affordable Housing Vacant Lot Landscape Maintenance Services, and the exhibits thereto, as they determine are necessary and consistent with the intent and purposes of this Resolution and to take the steps necessary to execute and carry out the terms of such contracts including the payment of any associated costs and legal fees.

PASSED AND APPROVED this 27th day of May, 2021.

Al Odom
Chair, Midtown Redevelopment Authority

ATTEST:

Caton M. Fenz
Assistant Secretary, Midtown Redevelopment Authority

EXHIBIT A

Form of Contract for Affordable Housing Vacant Lot Landscape Maintenance Services

(See Attached)

**FORM OF
CONTRACT FOR
AFFORDABLE HOUSING
VACANT LOT LANDSCAPE MAINTENANCE SERVICES
BY AND BETWEEN
MIDTOWN REDEVELOPMENT AUTHORITY
AND**

_____.

Contract No: MRA 2021-

Dated _____, 2021

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EXHIBITS:

- Exhibit A: Definitions**
- Exhibit B: Schedule of Properties**
- Exhibit C: Payment & Price Schedule**
- Exhibit D: Scope of Services (Specific Provisions)**

**CONTRACT BY AND BETWEEN
MIDTOWN REDEVELOPMENT AUTHORITY
AND _____
FOR AFFORDABLE HOUSING VACANT LOT
LANDSCAPE MAINTENANCE SERVICES**

STATE OF TEXAS	§	KNOW ALL MEN BY THESE PRESENTS:
	§	
COUNTY OF HARRIS	§	

This contract is made by and between the MIDTOWN REDEVELOPMENT AUTHORITY (“MRA”), a public not for profit local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code, and _____, a Texas not for profit corporation (“Contractor”) and shall be effective as of _____, 2021 (the “Effective Date”).

W I T N E S S E T H:

WHEREAS, the MRA Board of Directors (the “Board”) has determined that it is in the best interest of MRA to enter into a contract to provide certain vacant lot landscape maintenance, trash/debris removal and other related services as more specifically set forth herein and in Exhibit D, attached hereto, on real property owned by the MRA for the purpose of facilitating the development of affordable housing on such property within the City of Houston, Texas.

WHEREAS, the parties wish to specify their respective rights and obligations with respect to the services to be performed under the terms of this contract;

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements herein contained, it is agreed as follows:

I. GENERAL SCOPE OF SERVICES

1.0 GENERAL SPECIFICATIONS:

1.1 Statement of Work

The Contractor shall provide all supervision, labor, materials, supplies, tools and equipment necessary for the cleaning, clearing, loading and disposal of all trash, debris, rubbish, organic debris, other solid waste, special waste, and tires. The Contractor shall mow all grass, weeds, under brush and remove debris associated with the mowing. Contractor may also be required to remove debris from locations

where weed mowing is not required. The Contractor is to comply with all applicable laws regarding disposal of tires and other trash and debris removed from MRA lots.

Lots to be mowed will be assigned in a pre-defined area representing a subset of the MRA Lot Inventory. The MRA inventory will change as lots are acquired and/or sold, so Contractor may not mow the same lots routinely. In special circumstances, Contractor may be asked to provide a quote for one-time maintenance of an MRA property where maintenance needs exceed or vary significantly from the work defined in this Agreement. MRA will reserve the right to request similar quotes from other Contractors and select the quote most advantageous to MRA.

1.2 Intent

1.2.1 It is the intent of these specifications to define a fixed-price service contract for mowing, as well as the pick-up and removal of trash, debris, rubbish, organic debris, municipal solid waste, special waste, tires and any removal necessary to assure the ability to comply with all applicable laws and ordinances, mitigate citations for ordinance violations, and achieve other related goals of MRA.

1.2.2 MRA may, from time to time, issue additional regulations to the Contractor, as needed, to provide clarity of contract services required as a result of administrative, policy or ordinance changes, or to address special circumstances as indicated in 1.1 above.

1.2.3 It is the intent of this service contract, and related requirements, that the Contractor provide services so as to best represent Midtown Redevelopment Authority as a good neighbor within the communities in which the lots are located.

2.0 SPECIFICATIONS:

2.1 Minimum Resource Requirements: MRA will require acceptable evidence of the Contractor's ability to obtain all resources needed to fulfill the requirements of this Contract. Evidence acceptable to MRA will consist of an assessment (to the satisfaction of MRA) of Contractor's current control of assets, personnel and equipment needed to undertake the work and/or Contractor's ability and capacity to rent, purchase, or otherwise acquire the needed equipment, personnel or other resources. As part of making this assessment, MRA representatives may make a physical inspection of the prospective contractors' place of business, including any warehouses or storage areas where equipment and other resources are housed.

2.2 MRA will develop a yearly Schedule of Properties to show the scope of work to be performed on the lots then owned by MRA. Such Schedule of Properties as demonstrated by the attached Exhibit B, will be provided to the preapproved

vendors. The schedule will be updated as MRA's inventory shifts through sale and/or acquisition of properties. MRA will provide an initial list of properties to be maintained by Contractor at the time of execution of this contract.

- 2.3** Special standards of responsibility are necessary for adequate contract performance. These special standards are hereby set forth in these specifications.

Contractor affirmatively and expressly represents that it has the necessary experience and operational skills to timely perform its obligations under this Contract. Contractor further affirmatively represents that it has the necessary equipment, materials, labor, and other resources (or that it has the ability to obtain the necessary equipment, materials, labor, and other resources) to timely perform its obligations under this Contract. Upon execution of this Contract, Contractor further substantiates and agrees that it can provide or comply with the following:

- Evidence that the Contractor has adequate financial resources to perform the contract;
- Evidence that the Contractor has the required insurance to fulfill the contractual obligations of this Contract;
- Ability to comply with the required proposed scope of work, taking into consideration all existing commercial and governmental business commitments;
- Ability to show its record of safety and performance with integrity and ethics based on feedback from references;
- Evidence that it owes no delinquent taxes or other debt to MRA or the City of Houston or other local taxing authorities; and
- Evidence that it is otherwise qualified and eligible to receive an award under any applicable state, local or federal laws and regulations.

- 2.4** The Contractor must have the ability to send and receive electronic communications through computer software comparable to Microsoft Office 2016, and in the future may be required to utilize a mobile application to receive service requests and respond to service requests.

3.0 MINIMUM REQUIRED MANPOWER:

- 3.1** The Contractor shall have in its employment (or as subcontractors) at all times a sufficient number of capable and qualified personnel to enable the Contractor to properly, adequately, safely and economically manage, operate and generally perform the Scope of Work under these specifications. MRA requires (via full-

time/part-time employment or sub-contracting) a minimum of one (1) standard crew, including one Supervisor who shall be on-site at all times when the services hereunder are being performed on MRA owned property. The crew Supervisor shall carry a mobile phone for use in communicating with MRA staff via telephone call, text or email as needed.

- 3.2** All matters pertaining to the employment, supervision, compensation, promotion and discharge of such employees and subcontractors are the responsibility of the Contractor. MRA may require dismissal from work, on this contract, any employee or subcontractor who is deemed incompetent or is identified as a potential threat to the health, safety, security, general well-being or operational mission of the Contract.
- 3.3** The telephone number for the Contractor's establishment during business hours on business days shall be given directly to the MRA Executive Director and Contract Administrator. A change of the telephone number shall immediately be given verbally to the MRA Executive Director and Contract Administrator, with written verification provided to MRA promptly thereafter. MRA may terminate this Contract upon the Contractor's failure to comply with such notification to the MRA Executive Director and Contract Administrator or their designee.
- 3.4** Licenses: The Contractor shall have all applicable licenses and permits required to perform under these specifications. Each truck driver shall possess a valid Texas commercial operator's license.

4.0 MINIMUM REQUIRED EQUIPMENT AND UNIFORMS:

- 4.1** Specific types of equipment are necessary for adequate contract performance. MRA recommends (via ownership, lease or sub-contractor) at least the following equipment per crew:
- One (1) crew-cab truck, marked with magnetic signage bearing the name and contact information of the Contractor), capable of hauling a trailer that grosses 15,000 pounds. Contractor will carry costs of insuring, fueling, and maintaining the truck);
 - One tandem-axle heavy duty trailer that grosses 15,000 pounds;
 - Two (2) weed eaters and two (2) leaf blowers;
 - Two commercial-grade mowers, one zero turn (48"-52" Deck) and one walk-behind mower;
 - One tractor, OSHA-approved and minimum 55 HP engine with low profile to ground, sheet metal fabrication around tractor for driver protection, puncture-proof tires (i.e., foam-filled or equivalent) and roll over protection (R.O.P.S) around driver;

- One tractor-mounted rotary mower, minimum 4-foot heavy-duty model with chain curtains;
- One truck to tow mower (minimum one-ton);
- One hydro-axe mower;
- One dump truck or high-sided trailer with at least (8) cubic yards of capacity for hauling vegetative material, trash and/or debris; and
- Safety equipment for all the personnel (eye protection, ear protection, gloves, first aid supplies), safety cones and safety signage appropriate for working in the right-of-way.
- Contractor will carry costs of insuring, fueling, and maintaining all such equipment);
- The above is only a suggestion, Contractor is solely responsible for determining and acquiring the equipment necessary to perform its obligations under this Contract.

4.2 In addition to the above equipment recommendations, MRA requires that the Contractor own, or have the ability to lease or sub-contract immediately, debris and trash loading equipment. It should be noted that lots with over 30 cubic yards of trash/debris might require more than the above-recommended minimum equipment per crew.

4.3 All equipment used for the performance of services shall meet all applicable federal, state and local standards, including those of the federal Occupational Safety and Health Administration (O.S.H.A.), and be licensed and inspected as may be required. If necessary, the Contractor must also have a valid chemical applicator license issued by the state if intending to utilize chemical control of grass growth between cuts. If any chemical treatments are recommended by the Contractor, such recommendations must be submitted in advance to MRA for approval, clearly identifying the proposed chemical to be used along with any related technical information.

4.4 All supplies, materials, repair or replacement parts equipment or tools used or furnished by the Contractor to perform the work specified herein shall be of the type, quality, size, etc., customarily used in the trade of such work. The Contractor at the Contractor's expense will replace any such items deemed unsuitable by MRA. MRA will not be responsible in any way for damage to or loss of supplies, materials, tools, equipment or personal property belonging to the Contractor or his/her employees or subcontractors.

4.5 Contractor and Contractor's employees or subcontractors will wear clean appropriate attire while maintaining MRA properties.

5.0 CONTRACTOR WORK PLANS AND REPORTING:

- 5.1** The Contractor is being issued a list of properties for ongoing maintenance as Exhibit B to this Contract. Contractor shall develop an initial work plan based on the property list provided which shall include a cut schedule for each property. Contractor shall identify with photographic evidence any trees, tires, excessive debris or other unwanted conditions). The initial work plan shall include an anticipated schedule of Routine Cuts through June 30th of such year. The initial work plan shall be revised annually on or before July 1 of each year for the next 12-month period of that year.
- 5.2** Contractor's work plan requires written approval from the MRA Contract Administrator. MRA may add or delete properties from the list as inventory changes; Contractor shall update the work plan accordingly within three (3) business days of receiving notice that MRA has updated the property list, and shall provide an updated work plan to MRA.
- 5.3** MRA will use the Routine Cut designation as default for all properties unless Contractor documents and demonstrates that a different designation is appropriate; any designation of a property as other than a Routine Cut for maintenance and invoicing purposes requires the prior written authorization of MRA. Without such written authorization, MRA shall only pay the Routine Cut rate for work performed on any lot.
- 5.4** On occasion, MRA may identify one or more lots for Priority Services and request that the Contractor alter its schedule and complete the work requested as Priority Services within three (3) days of the same being requested. The fees for Priority Services will be charged at the same rates as outlined in Exhibit C for the services performed. Contractor agrees to perform the Priority Services within three (3) days of such request by MRA and immediately provide before and after photographs showing the services performed.
- 5.5** The Contractor is required to provide the Contract Administrator with monthly reports regarding the status and condition of all lots assigned for maintenance by Contractor. At MRA's discretion, this monthly report requirement may be satisfied by submittal of invoices and appropriate back-up documentation as required in the Invoicing Requirements set forth in paragraph 14.0 of this Section I hereof.

6.0 TIME OF WORK:

- 6.1** The Contractor shall provide and perform assigned work between 7 a.m. and 7 p.m. Monday through Saturday, unless otherwise required by an emergency as determined by MRA, or in order to encourage participation by neighborhood residents or groups in helping to keep lots well-maintained.

7.0 TECHNICAL SPECIFICATIONS:

7.1 Cutting and Debris/Trash/Rubbish Removal

- 7.1.1 The Contractor shall remove any MRA-installed signage prior to servicing the property and repost such signage upon completion if applicable.
- 7.1.2 The Contractor shall cut grass and weeds to a height of approximately three (3) inches. All organic cuttings and residuals from mowing shall be mulched, on site, returned to the lot and graded accordingly. Mulching shall be a mandatory process for all mowing residuals not in a mulched state upon cutting. **CONTRACTOR SHALL ENSURE THAT ITS EMPLOYEES AND SUBCONTRACTORS WILL NOT ALLOW CUTTINGS, CUTTINGS, CLIPPINGS, RESIDUALS, LITTER, OR OTHER DEBRIS TO BE RAKED OR BLOWN IN SUCH A WAY THAT IT ENDS UP ON PRIVATELY OWNED PROPERTY, PUBLIC STREETS OR SIDEWALKS, OR IN THE CITY OF HOUSTON'S STORM WATER SYSTEM OR SANITARY SEWER SYSTEM.**
- 7.1.3 The Contractor shall cut grass along fences and/or walls one (1) inch or less from said barrier(s). This may require tools or equipment or techniques different from those employed in the cutting of the principal area.
- 7.1.4 If there are no concrete curbs and gutters, and where there are any drainage ditches, bridges, or culverts along any public ways adjoining any property, such ditches, bridges, or culverts shall be cleared, and the same restrictions of height held applicable to the main portions of the property in question.
- 7.1.5 If the property has a concrete slab or foundation, the Contractor will mow around the slab or foundation. The Contractor shall also cut grass, weeds, etc., growing through cracks in the foundation or slab. All loose building materials are to be considered as trash/rubbish/debris and the Contractor shall clean and remove these from the property. The Contractor shall reduce the square footage of the service area by the amount equivalent to the slab area, any area not serviced, or building square footage, if applicable.
- 7.1.6 There may be instances where MRA will require the removal of living trees, or standing dead trees, that represent a hazard to the community's health and safety, or that represent an impediment to the property's productive use in support of MRA's goals. The removal or abatement of such items shall be done only at the discretion of the Contract Administrator. If so directed, the Contractor shall be paid a pre-approved amount based on the size and nature of the trees to be removed. MRA may require Contractor to demonstrate market competitiveness of any quote provided for tree removal.

- 7.1.7** The Contractor shall immediately notify the Contract Administrator of all sites containing more than three (3) cubic yards of trash and debris on Routine Cut lots. In such cases, the Contractor shall cut the lot and store the debris at the front of the lot until the Contract Administrator or his or her representative verifies the amount of debris. Upon verification, the Contractor shall load, remove, transfer and properly dispose of all trash, rubbish, debris, organic debris, and municipal solid waste on the site to a State of Texas certified facility/landfill for the type of material removed. The Contractor shall communicate with the Contract Administrator within two (2) working days of removal, giving sufficient lead time to schedule site inspections as needed.
- 7.1.8** The Contractor shall notify the Contract Administrator prior to servicing any lot/location where only debris removal is required. Contractor shall store the debris at the front of the lot until the Contract Administrator or his or her representative verifies the amount of debris. Upon verification, the Contractor shall load, remove, transfer and properly dispose of all trash, rubbish, debris, organic debris, and municipal solid waste on the site to a State of Texas certified facility/landfill for the type of material removed. The Contractor shall communicate with the Contract Administrator within two (2) working days of removal, giving sufficient lead time to schedule site inspections as needed.
- 7.1.9** The Contractor must provide documentary evidence to include, but not restricted to all landfill receipts, used coupons or monthly statements that the disposal has in fact occurred at designated sites or processing facilities.
- 7.1.10** The Contractor shall properly transport and legally dispose of all tires from sites to an appropriate municipal solid waste facility as defined by the Texas Administrative Code.
- 7.1.11** The Contractor shall prepare a Used and Scrap Tire Manifest, which contains the Contractor's Texas Department of Health Registration Number for transport of tires and any other information required by the Texas Department of Health and/or any regulatory agency governing the transport and/or any disposal of tires.
- 7.1.12** Contractor shall notify the Contract Administrator or his or her representative prior to removal of 50 or more tires.
- 7.1.13** The Contractor shall not reject work orders for insect infestations. Protective clothing or insecticide sprays may be used in such events.
- 7.1.14** Upon arrival at the work order site, if the Contractor finds hazardous or unidentifiable materials, a locked gate, a no trespassing (or similar) sign, or is

denied entry, Contractor shall leave the site, and immediately notify the Contract Administrator or his or her representative and await further instructions. The Contractor shall not make any attempt to handle or remove the hazardous or unidentifiable waste.

7.1.15 The Contractor shall legally dispose of all appliances on the site and shall properly transport appliances to an appropriate municipal solid waste facility as defined by the Texas Administrative Code.

8.0 WEED CONTROL:

8.1 A weed shall be defined for purposes of this contract as any vegetative material growing in an area where it is not intended or desired. Areas include all turf, floral beds, shrub beds, ditches, and paved areas such as parking lot/sidewalks and areas within the contract boundaries. Flowerbeds shall be maintained so that undesired plant material is only found to exist in no more than 10% of the total surface area of the bed. All lots shall be kept free of weeds, and other undesirable growth at all times. Weeds shall be removed as needed as part of routine operations.

8.2 The Contractor shall maintain all areas in a manner so as to keep weed infestation to a minimum. Use of herbicide to substitute for mechanical trimming (edging) along sidewalks or other areas as designated by MRA, is prohibited.

9.0 PESTICIDE OR INSECTICIDE APPLICATIONS:

9.1 The Contractor shall furnish and apply approved chemicals, or biological agents as required to control or eradicate unwanted insects: ants, chinch bugs, grub worms, mites, etc. The Contractor shall also maintain all areas in a manner so as to keep rodent and insect infestation to a minimum. (This includes mechanical and chemical pesticide/or insecticide control activities.)

9.2 Contractor shall request and obtain prior MRA approval before using any pesticide/or insecticides. The Contractor shall notify MRA prior to any application for any type of control desired, stating the product and concentration. The Contractor shall be required to submit copies of the MSDS forms for all products requested. Upon submission of the MSDS, MRA shall perform a review of the material and use. Approval or denial of the request shall be based upon this review.

10.0 PHOTGRAPHIC DOCUMENTATION:

10.1 Contractor shall take the following digital photographs saved as JPEG images and shall transmit such digital photographs electronically to document work performed with submittal of invoices and/or at the request of the CEO/President or Contract

Administrator. All digital photographs shall be sufficient to demonstrate condition of a lot before work begins, and after work is completed.

- 10.2** At least two (2) different before photographs (measuring the height of the weeds and containing an identifying marker for the property including a MRA sign posting (if applicable) and two (2) different after photographs of the property being cut.
- 10.3** At least two (2) different before and after photographs of the trash/debris/ rubbish accumulations, if any, on the property.
- 10.4** At least two (2) different before and after photographs of any tires, on the Property.
- 10.5** When the Contractor services two (2) or more adjacent lots, additional before photographs should be taken to document the entire property. For each before photograph, a matching after photograph should be taken to document the cutting and debris removal.

The Contractor shall make every effort to identify common land features of the property in each photograph. Photographs must be clear. It is the Contractor's responsibility to ensure that photos are representative of work performed and clearly allow MRA to monitor the work performed by Contractor.

- 10.6** Contractor shall utilize the Timestamp Camera Pro app (or other comparable app approved by MRA) for reporting of photographic documentation to MRA, including time, date and location of photograph.

Timestamp Camera Pro

<https://apps.apple.com/us/app/timestamp-camera-pro/id832390059>

https://play.google.com/store/apps/details?id=com.jeyluta.timestampcamera&hl=en_US

11.0 BOUNDARIES:

MRA provides Harris County Appraisal District parcel numbers for properties to be maintained. Contractor is solely responsible for identifying the location of the property, including the property lines and ensuring that the entire property (including City rights-of-way) is maintained in compliance with applicable laws, ordinances and regulations. This may include Contractor's identification of property line markers and measurement of boundaries to ensure that properties are maintained in their entirety.

12.0 WORKMANSHIP, INSPECTION AND SAFETY TRAINING:

- 12.1** All work shall be performed in a workmanlike manner to the satisfaction of MRA, and in complete accordance with the specifications contained in this Section I and in Exhibit D attached hereto and incorporated as if fully set forth herein. MRA will monitor Contractor's performance through routine spot inspections may be conducted by MRA staff which are randomly performed at MRA's sole discretion and without notice to the Contractor.
- 12.2** The Contractor shall provide to its employees at its expense regular safety training relating to the services to be performed hereunder.

13.0 GOOD NEIGHBOR INITIATIVES:

MRA encourages a commitment to be a "good neighbor" reputation and in so doing will work with Contractor to develop creative ideas for improving performance and building stronger community relationships. Should community volunteers or neighborhood groups become engaged in any upkeep of the lots, MRA will work with Contractor to facilitate such inclusion, and Contractor may be paid a community organization surcharge for maintenance of a lot in partnership with such volunteers or community groups.

14.0 INVOICE REQUIREMENTS:

- 14.1** Contractor's invoice shall include a full listing of all lots maintained and work performed, including the amount of cubic yards of trash removed, if any, from the site and the following supporting documents: photo documentation, tire manifest, and landfill receipts. Contractor's invoice shall be in form and substance acceptable to MRA. Once agreed upon by MRA, such invoice form shall not be changed without prior approved by MRA.
- 14.2** Invoices and support documentation may be emailed before the 1st business day of the month to:

accounting@houstonmidtown.com

and

tedwards@accounting@houstonmidtown.com

Or mailed to the following address:

Midtown Redevelopment Authority
ATTN: Todd Edwards
410 Pierce Street, Suite 355
Houston, Texas 77002

15.0 WARRANTY OF SERVICES:

- 15.1 Definitions:** Acceptance as used in this clause, means the act of an authorized representative of MRA by which MRA assumes for itself, approval of specific services as partial or complete performance of the contract. Correction as used in this clause, means the elimination of a defect.
- 15.2** Notwithstanding inspection and acceptance by MRA or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. MRA shall give written notice of any defect or nonconformance to the Contractor within ninety (90) days of the date of acceptance by MRA. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to MRA, or (2) that MRA does not require correction or re-performance.
- 15.3** If the Contractor is required to correct or re-perform, it shall be at no cost to MRA, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, MRA may, at its sole option, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to MRA thereby and deduct any such cost from amounts owed to Contractor or make an equitable adjustment in the contract price.

16.0 ADDITIONS AND DELETIONS:

MRA, by written notice from the Contract Administrator to the Contractor, at any time during the terms of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from MRA. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefor will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

17.0 ESTIMATED QUANTITIES NOT GUARANTEED:

The estimated quantities specified herein are not a guarantee of actual quantities, as MRA does not guarantee any particular quantity of Work orders or sites for services during the term of this contract. The quantities may vary depending upon the actual

needs of MRA. The quantities specified herein are good faith estimates of usage during the term of this contract. MRA shall therefore not be liable for any contractual agreements/obligations the Contractor enters into based on MRA purchasing/requiring all the quantities specified herein.

I. DUTIES OF CONTRACTOR

1.0 GENERAL REQUIREMENTS:

In consideration of the payments specified in Exhibit C, Contractor shall provide all labor, material, and supervision necessary to perform the services described in Section I – General Scope of Services and in Exhibit D hereto.

2.0 INDEMNITY AND RELEASE:

2.1 RELEASE:

CONTRACTOR AGREES TO AND SHALL RELEASE MRA EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY MRA) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS CONTRACT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY MRA'S SOLE OR CONCURRENT NEGLIGENCE AND/OR MRA'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

2.2 INDEMNIFICATION:

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD MRA, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "MRA") 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 PERFORMANCE UNDER THIS CONTRACT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

2.2.1 CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN THIS SECTION 2.2 AND SECTION 3.0, THE "CONTRACTOR PARTIES") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

- 2.2.2 MRA AND CONTRACTOR PARTIES' ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR /SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- 2.2.3 MRA AND CONTRACTOR PARTIES' ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.
- 2.2.4 CONTRACTOR PARTIES SHALL DEFEND, INDEMNIFY, AND HOLD MRA HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR PARTIES' INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. CONTRACTOR PARTIES SHALL NOT INDEMNIFY MRA FOR MRA'S SOLE NEGLIGENCE.
- 2.2.5 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY MRA TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS CONTRACTOR'S RELEASE AND INDEMNITY TO MRA.

2.3 SUBCONTRACTOR INDEMNIFICATION:

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY MRA TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO MRA.

3.0 INDEMNIFICATION PROCEDURES:

- 3.1 **Notice of Claims.** If MRA or any Contractor Party receives notice of any claim or circumstances 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 the following:
 - 3.1.1 a description of the indemnification event in reasonable detail;
 - 3.1.2 the basis on which indemnification may be due; and
 - 3.1.3 the anticipated amount of the indemnified loss.
- 3.2 This notice does not stop or prevent MRA from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If MRA does not provide this notice within the 10-day period, it does not waive any right to indemnification except to the extent that a Contractor Party suffers loss, or incurs expense because of the delay.

3.3 Defense of Claims

3.3.1 Assumption of Defense. Any Contractor Party may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to MRA. Contractor Party shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, the Contractor Party must advise MRA as to whether or not it will defend the claim. If a Contractor Party does not assume the defense, MRA shall assume and control the defense, and all defense expenses constitute an indemnification loss.

3.3.2 Continued Participation. If the Contractor Parties elect to defend the claim, MRA may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. The Contractor Parties may settle the claim without the consent or agreement of MRA, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require MRA to comply with restrictions or limitations that adversely affect MRA, (ii) would require MRA to pay amounts that the Contractor Parties do not fund in full, (iii) would not result in MRA's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

4.0 INSURANCE:

4.1 Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Contract. All policies except Professional Liability and Workers' Compensation must name MRA as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have 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. Contractor shall maintain the following insurance coverages in the following amounts:

4.1.1 Comprehensive General, including Broad Form Coverage, Contractual liability, bodily and Personal Injury, Loss of Life and Completed Operations in the amount of:

- Combined limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate

4.1.2 Workers' Compensation in the Statutory Limit for Worker's Compensation;

4.1.3 Automobile Liability insurance (for automobiles used by the Contractor in the course of performing services under an MRA contract, including employer's non-owned and hired auto coverage) in the amount of:

- \$1,000,000 combined single limit per occurrence

4.1.4 Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

4.1.5 Employer's Liability

4.1.6 Bodily injury up to \$1,000,000 per occurrence

4.2 All insurance policies must require by endorsement, that the insurance carrier waives any rights of subrogation against MRA. Contractor shall give written notice to MRA if any of its insurance policies are cancelled, materially changed or non-renewed and Contractor shall immediately provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Executive Director or Contract Administrator, at his/or her sole discretion, may:

4.2.1 immediately suspend Contractor from any further performance under this Contract and begin procedures to terminate for default, or

4.2.2 purchase the required insurance with MRA funds and deduct the cost of the premiums from amounts due to Contractor under this Contract.

4.2.3 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of MRA for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of MRA for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. The MRA Executive Director or his designee will consider all other forms on a case- by-case basis.

5.0 WARRANTIES:

5.1 Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Contract.

5.2 With respect to any parts and goods furnished by it, Contractor warrants:

- 5.2.1 that all items are free of defects in title, material, and workmanship;
- 5.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, materials or services being provided;
- 5.2.3 that each replacement item is new in accordance with original equipment or materials' manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new); and
- 5.2.4 that no item or its use infringes upon any patent, copyright, or proprietary rights of another.

6.0 LICENSES AND PERMITS:

Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation to perform the obligation under this Contract.

7.0 ENVIRONMENTAL LAWS:

- 7.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), and any other governmental agency with the authority to promulgate environmental rules and regulations (Environmental Laws). Contractor shall promptly reimburse MRA for any fines or penalties levied against MRA because of Contractor's failure to comply.
- 7.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. Hazardous Materials means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City of Houston's storm sewer system or sanitary sewer system or elsewhere on MRA property in violation of the Environmental Laws.

8.0 CONTRACTOR'S PERFORMANCE:

Contractor shall make citizen satisfaction a priority in providing services under this Contract. Contractor shall train its employees to be customer service- oriented and to

positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public.

9.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:

- 9.1** Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, material or equipment for the performance of this Contract including Contractor's employees.
- 9.2** Contractor shall defend and indemnify MRA from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law.
- 9.3** Contractor shall be responsible for paying all payroll-based taxes affecting its employees.

II. DUTIES OF MRA

1.0 PAYMENT TERMS:

- 1.1** MRA shall pay and Contractor shall accept fees at the unit prices provided in exhibit C attached hereto and incorporated as if fully set forth herein, for all services rendered and the Deliverables furnished by Contractor.
- 1.2** Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that MRA will not purchase more or less of those services or Deliverables. MRA will pay only for the services or Deliverables actually ordered and only at the unit prices set out in Exhibit C hereto.

2.0 TAXES:

MRA is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to MRA must not contain assessments of any of these taxes. The MRA Executive Director or Contract Administrator will furnish MRA's exemption certificate and federal tax identification number to Contractor if requested.

3.0 METHOD OF PAYMENT:

MRA shall pay Contractor on the basis of invoices submitted by Contractor and approved by the MRA Executive Director or Contract Administrator, showing the specific tasks completed in the preceding month and the corresponding prices. MRA shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS:

If MRA disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Contract Administrator shall temporarily delete the disputed item and pay the remainder of the invoice. The Contract Administrator shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

5.0 CHANGES:

5.1 At any time during the Contract Term, MRA upon written authorization by the Contract Administrator may issue a Change Order to increase or decrease the Scope of Services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Contract. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Contract plus any special provisions, specifications, or special instructions issued to execute the extra work as outlined in the applicable Change Order.

5.2 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Contract, Contractor may request a time extension for the completion of the work. The MRA Executive Director's or Contract Administrator's decision regarding a time extension is final.

5.3 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Contract and is subject to the terms and conditions of this Contract as if it had originally been a part of the Contract.

III. TERM AND TERMINATION

1.0 CONTRACT TERM:

This Contract is effective on the Effective Date and expires two (2) years after the date specified in the Notice to Proceed unless sooner terminated according to the terms of this Contract.

2.0 NOTICE TO PROCEED:

Contractor shall begin performance under this Contract on the date specified in a Notice to Proceed.

3.0 RENEWALS:

Upon expiration of the Initial Term, this Contract will be automatically renewed for two successive one-year terms on the same terms and conditions. If MRA elects not to renew this Contract, MRA shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then-current term.

4.0 TIME EXTENSIONS:

If Contractor requests an extension of time to complete its performance, then the MRA Executive Director or Contract Administrator may, in his or her sole discretion, extend the time so long as the extension does not exceed 30 days. The extension must be in writing but does not require amendment of this Contract. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

5.0 TERMINATION FOR CONVENIENCE BY MRA:

5.1 MRA may terminate this Contract at any time for any reason by giving 30 days written notice to Contractor. MRA's right to terminate this Contract for convenience is cumulative of all rights and remedies which exist now or in the future.

5.2 Upon receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Contract and cancel all existing orders and subcontracts that are chargeable to this Contract. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Contract up to the termination date. MRA shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III of this Contract.

5.3 TERMINATION OF THIS CONTRACT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR MRA'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS CONTRACT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM MRA'S TERMINATION FOR CONVENIENCE.

6.0 TERMINATION FOR CAUSE BY MRA:

6.1 If Contractor defaults under this Contract, MRA may either terminate this Contract or allow Contractor to cure the default as provided below. MRA's right to terminate

this Contract for Contractor's default is cumulative of any and all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- 6.1.1** Contractor fails to perform any of its duties under this Contract;
 - 6.1.2** Contractor becomes insolvent; or
 - 6.1.3** all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or a receiver or trustee is appointed for Contractor.
- 6.2** If a default occurs MRA may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. MRA may extend the termination date to a later date. If MRA allows Contractor to cure the default and Contractor does so to MRA's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then MRA may terminate this Contract on the termination date, at no further obligation of MRA.
- 6.3** To effect final termination, MRA must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Contract, and promptly cancel all orders or subcontracts chargeable to this Contract.

7.0 TERMINATION FOR CAUSE BY CONTRACTOR:

- 7.1** Contractor may terminate its performance under this Contract only if MRA defaults and fails to cure the default after receiving written notice of it. Default by MRA occurs if MRA fails to perform one or more of its material duties under this Contract. If a default occurs and Contractor wishes to terminate the Contract, then Contractor must deliver a written notice to the MRA Executive Director and to the Contract Administrator describing the default and the proposed termination date.
- 7.2** Except as otherwise agreed upon by the parties, the Contractor's proposed termination date must be at least 60 days after the MRA Executive Director and the Contract Administrator receive notice of termination of the Contract from the Contractor. If MRA cures the default before the proposed termination date, then the proposed termination is ineffective. If MRA does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Contract on the termination date.

8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS:

Upon expiration or termination of this Contract, Contractor is permitted ten (10) days within which to remove Contractor-owned material and equipment from MRA's property. MRA shall make such material and equipment readily available to

Contractor. The time period may be extended upon approval, but MRA reserves the right to deny any extension of time.

IV. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR:

Contractor shall perform its obligations under this Contract as an independent contractor and not as an employee of MRA, and all persons employed by the Contractor to furnish services hereunder will be employees or subcontractors of the Contractor and not of MRA.

2.0 FORCE MAJEURE:

2.1 Timely performance by both parties is essential to this Contract. However, neither party is liable for delays or other failures to perform its obligations under this Contract to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.

2.2 This relief is not applicable unless the affected party does the following:

2.2.1 uses due diligence to remove the Force Majeure as quickly as possible; and

2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.

2.3 MRA may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Contract by MRA.

2.4 If the Force Majeure continues for more than 30 days, MRA may terminate this Contract by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Contract. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE CONTRACT AT THE TIME OF THE TERMINATION.

3.0 SEVERABILITY:

If any part of this Contract is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

4.0 ENTIRE AGREEMENT:

This Contract merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Contract.

5.0 WRITTEN AMENDMENT:

Unless otherwise specified elsewhere in this Contract, this Contract may be amended only by written instrument executed on behalf of MRA and Contractor.

6.0 APPLICABLE LAWS:

6.1 This Contract is subject to the laws of the State of Texas, the MRA Charter, the laws of the federal government of the United States, any applicable ordinances of the City of Houston, and all applicable rules and regulations of any regulatory body or officer having jurisdiction.

6.2 Venue for any litigation relating to this Contract is Harris County, Texas.

7.0 NOTICES:

All notices, demands and other communications to be given hereunder shall be in writing and shall be deemed sufficiently given for all purposes (a) on the date delivered, if delivered by receipted hand delivery, (b) when sent by certified or registered mail, postage prepaid, return receipt requested or (c) when sent by private courier service, in each case, with the address as indicated below; provided that any such notices, demands or other communications shall be deemed effective only upon receipt. Each party may, by written notice given to the other party, designate any other address or addresses to which notices, demands and other communications to them shall be sent as contemplated in this Special Warranty Deed. Until otherwise so provided, by the respective parties, all notices, demands and communications to each of them shall be addressed as follows:

MRA:

MIDTOWN REDEVELOPMENT AUTHORITY
ATTN: Executive Director
410 Pierce, Suite 355
Houston, TX 77002
Phone: 713-526-7577
Email: mthibodeaux@midtownhouston.com

CONTRACTOR:

Houston, Texas 770__
Phone: _____
Email: _____

With a copy to

MIDTOWN REDEVELOPMENT AUTHORITY
ATTN: Contract Administrator
410 Pierce, Suite 355
Houston, TX 77002
Phone: 713-526-7577
Email: tedwards@houstonmidtown.com

and

BURNEY & FOREMAN
ATTN: Peggy Foreman
5445 Almeda, Suite 400
Houston, Texas 77004
Phone: 713-526-6404
Email: pforeman@burneyandforeman.com

8.0 NON-WAIVER:

- 8.1** If either party fails to require the other to perform a term of this Contract, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Contract.
- 8.2** A verbal approval or consent by the MRA Executive Director, the Contract Administrator, a member of the MRA Board of Directors, or by any other employee or agent of MRA, related to Contractor's performance obligations under this Contract does not waive compliance with this written Contract or establish a standard of performance other than that required by this Contract and by law.

9.0 INSPECTIONS AND AUDITS:

MRA representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Contract. Contractor shall keep its books and records available for this purpose for at least 4 years after this Contract terminates. This provision does not affect the applicable statute of limitations.

10.0 ENFORCEMENT:

An MRA attorney or his or her designee may enforce all legal rights and obligations under this Contract without further authorization. Contractor shall provide to the MRA attorney all documents and records that the MRA attorney requests to assist in determining Contractor's compliance with this Contract, with the exception of those documents made confidential by federal or State law or regulation.

11.0 AMBIGUITIES:

If any term of this Contract is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

12.0 SURVIVAL:

Contractor shall remain obligated to MRA under all clauses of this Contract that expressly or by their nature extend beyond the expiration or termination of this Contract, including but not limited to, the indemnity provisions.

13.0 PARTIES IN INTEREST:

This Contract does not bestow any rights upon any third party but binds and benefits MRA and Contractor only.

14.0 SUCCESSORS AND ASSIGNS:

This Contract binds and benefits the Parties hereto and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Contract does not create any personal liability on the part of any officer, board member or agent of MRA.

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:

15.1 Contractor shall not assign this Contract at law or otherwise or dispose of all or substantially all of its assets without MRA's prior written consent.

15.2 Contractor shall not delegate any portion of its performance under this Contract without MRA's prior written consent.

16.0 REMEDIES CUMULATIVE:

Unless otherwise specified elsewhere in this Contract, the rights and remedies contained in this Contract are not exclusive but are cumulative of all rights and

remedies which exist now or in the future. Neither party may terminate its duties under this Contract except in accordance with its provisions.

17.0 CONTRACTOR DEBT:

If Contractor, at any time during the term of this Contract, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify MRA in writing. Contractor agrees to take all reasonable steps to resolve such debt within 30 days and notify MRA of all such actions taken.

V. DEFINITIONS

1.0 DEFINITIONS:

Certain terms used in this Contract are defined in Exhibit A attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the _____ day of _____, 2021.

**MIDTOWN REDEVELOPMENT
AUTHORITY**

CONTRACTOR

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SIGNATURE PAGE

EXHIBIT A

Definitions

As used in this Contract, the following words and phrases shall have the meaning set out below unless a different meaning clearly appears from the context in which the term appears:

MRA shall mean the Midtown Redevelopment Authority, a local nonprofit government corporation whose address is as follows:

MIDTOWN REDEVELOPMENT AUTHORITY
ATTN: Executive Director
410 Pierce Street, Suite 355
HOUSTON, TEXAS 77002

Contract shall mean this Contract, approved by the Governing Body for the performance of the work or service, as set forth herein.

Contract Administrator means the representative of MRA who is responsible for the administration of the Contract.

Contract Term is defined in Article IV.

Contractor is defined in the preamble of this Contract and includes its successors and assigns.

Debris Removal shall mean the removal of various types of debris from a property.

Executed Date is the date referenced on the Signature Page.

Governing Body shall mean the MRA Board of Directors.

Hazardous Waste shall have the meaning assigned to such term by the Resource Conservation and Recovery Act (RCRA) which defines hazardous solid waste as any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility and other discarded material, including solid, liquid, semi• solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations, and from community activities. It exceeds the specified threshold levels for any one of the four characteristics of ignitability, corrosively, reactivity and toxicity.

Some hazardous materials that are easily identified are: sealants, pesticides, adhesives, herbicides, paints, paint thinner, solvents, automotive parts cleaners, wood sealants, lacquers, caustics, fungicides, acids, oil, gas or diesel fuel. This is not a complete listing of all hazardous materials; however, these items are representative of many common materials frequently dumped.

Notation #1: The Contractor should note that medical waste can also be defined as either hazardous or non-hazardous. The EPA has listed over 500 chemicals or species, which when discarded or spilled are hazardous wastes. Therefore, when in doubt, upon discovery of any foreign materials, the Contractor shall immediately notify the Houston Police Department.

Herbicides shall mean chemicals used to clear waste ground, industrial sites, etc.

Insecticide shall mean a chemical substance used to kill insects.

Industrial Waste shall mean solid, non- hazardous waste generated by industrial or manufacturing processes and is typically landfill - disposable.

Mulch shall mean to crush, pulverize, or grind to a uniform consistency by mechanical means any organic matter two inches (2) in diameter or less, through the use of a mechanical mulcher or grinder meeting industry standards for on-site, heavy-duty recyclable grinding of organic materials. All mulched residual material shall be returned to the lot and graded accordingly. If any other mechanical means achieves the same results as mulching, the Contractor is not required to utilize a mulcher.

Municipal Solid Waste means solid waste resulting from or incidental to municipal, community, commercial, institutional and recreational activities; including garbage, rubbish, ashes, street cleanings, dead animals, and all other solid waste other than industrial waste.

Notice to Proceed means a written communication from the MRA Executive Director or Contract Administrator to Contractor instructing Contractor to begin performance.

Parties mean all the entities set out in the Preamble who are bound by this Contract.

Priority Cut shall mean any work that must be completed within 72 hours of having received such direction from MRA.

Routine Cut shall mean the cutting of grass and/or weeds less than 9” tall and/or woody plants less than 3 inches in diameter, and debris removal of up to three cubic yards. Routine Cuts occur one time per month from January through December of each year.

Site(s) shall mean any location of MRA-owned properties in the City of Houston as defined by the City of Houston Department of Planning and Development. On sites with a concrete slab or foundation, the Contractor must mow around the foundation or slab. Drainage ditches, bridges or other culverts along any public rights-of-way adjoining the property must be cleared. Site locations may vary according to maintenance requirements, seasons of the year, weather conditions and other unknown variables.

Special Waste shall include but is not limited to used batteries and medical waste.

Notation #2: The removal and disposition of abandoned automobiles is not a part of the Scope of Services under this contract and to the extent such services are required, will be addressed on a case-by-case basis.

Tires will include but not be limited to those commonly referred to as passenger and truck tires, commercial industrial off-road and agricultural tires, with or without wheels attached. Passenger tires include those tires most commonly found on passenger cars, SUVs, motorcycles, and pick-up trucks. Commercial truck tires are those tires most commonly found on 18-wheelers. Commercial industrial off-road and agricultural tires are those tires most commonly found on construction and farm equipment.

Tree shall mean a woody plant with a single trunk measuring at least 3 inches in diameter.

Tree/Stump Removal - shall mean to cut down the tree, take it away, and remove the stump from the ground.

Tire Removal - shall include but not be limited to those commonly referred to as passenger and truck tires, commercial industrial off-road and agricultural tires, with or without wheels attached.

Unknown Lot Condition Project - shall mean any lot where MRA requests to receive quotes from Lot Maintenance Contractors prior to awarding the Project. The Project shall consist of rare lot conditions outside of the normal scope of maintenance.

Weed shall be defined for purposes of this contract as any vegetative material growing in an area where it is not intended or desired.

Work Order shall mean authorization to begin work. Work orders shall be delivered in a format approved by the Contract Administrator. Delivery may be by electronic means or hard copy, including but not limited to faxes and email.

EXHIBIT B
SCHEDULE OF PROPERTIES

(See Attached)

EXHIBIT C

Payment and Price Schedule

Line Item	Description	Price	Definitions refer to contract for complete definition	
A - 1	Routine Cut - Mowing and debris removal up to three cubic yards	Any lot size	\$_____/sq. ft.	Routine Cut shall mean the cutting of grass and/or weeds less than 9" tall and/or woody plants less than three (3) inches in diameter, and debris removal of up to three (3) cubic yards. Routine Cuts occur once per month
B - 1	Priority Services (if requested by MRA, such services must be performed within 72 hours of such request to contractor)	Any lot size	\$_____/sq. ft.	Priority Services shall mean any work that must be completed within 72 hours of having received such direction from MRA
C - 1	Debris Removal (where no mowing/cutting is needed, or where quantity of debris is greater than 3 cubic yards or the amount anticipated in Routine Cut assignments.	Any lot size	\$23.00/cubic yard	Debris removal shall mean the removal and proper disposal of various types of debris from a MRA owned property. MRA will pay the indicated amount per cubic yard where no mowing/cutting is needed, or where the quantity of debris exceeds three (3) cubic yards
D - 1	Tire Removal	Any lot size	\$13.00/tire	Tires will include but not be limited to those commonly referred to as passenger and truck tires, commercial industrial off- road and agricultural tires, with or without wheels attached
E - 1	Tree Removal	Any lot size	TBD	A woody plant with a trunk or stem at least three (3) inches in diameter. Charges for tree removal will be negotiated on a case-by-case basis

Exhibit D

Midtown Redevelopment Authority¹

Affordable Housing – Vacant Lot Landscape Maintenance

Scope of Services

(Specific Provisions)

1 SCOPE

- 1.1 The scope of work shall include mowing, litter removal, weed trimming, and clipping/debris removal for this contract.
- 1.2 *[Intentionally Omitted]*
- 1.3 Mowing and Debris/Litter removal will include the entire vacant lot including City rights-of-way depending on need of the location indicated on the mowing location maps. Maps and a list of current lots within this contract will be included in Exhibit C. There are currently approximately **3,981,520** square feet of vacant lots to be mowed.

2 GENERAL

- 2.1 Lots are to be mowed per the following frequency schedule:

January – December Once per month

Mowing frequency is subject to change at the sole discretion of MRA. Such changes may be due to weather conditions such as drought or increased wet conditions. Areas of work are to be started and completed within a one-week period (Monday-Saturday).

- 2.2 All mowing or litter cleanup shall be completed in a professional manner and shall conform to these specifications. MRA reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance must be corrected immediately.
- 2.3 Failure of the contractor to meet or perform work to these specifications as determined by MRA shall warrant written notice to the contractor specifying areas of nonperformance or unacceptable performance and the contractor shall have ten (10) days to rectify. Immediate cancellation of the contract or purchase order may occur if performance is not rectified in ten (10) days.
- 2.4 Within seven (7) days of notice to proceed, the contractor must be prepared to begin work on the awarded sites.

3 VACANT LOT MOWING AND LITTER REMOVAL

- 3.1 All areas will be finish mowed at three (3) inches in height.
- 3.2 Each lot shall be cut by a flail riding mower, a reel riding mower of sufficient size, or an equivalent. Consideration will be given to proven past performance of the equipment on similar work to

complete the task. Residential commercial mowers of these types or an equivalent will be required for the mowing of all vacant properties.

- 3.3 Areas where large riding mowers are not proper or feasible must be mowed with push mowers or properly sized equipment. Zero turn riding mowers and walk behind mowers should be used for mowing the vacant properties. Utilization of zero turn residential mowers will provide a better cut and enhance the overall appearance of the neighborhoods on those lots that are not highly overgrown and will allow for the easy operation of said equipment.
- 3.4 Bush hog tractors are acceptable on vacant land tracts over ½ acre in size or vacant lots that are highly overgrown with grass height of 12 ½ inches or more. Mandatory height requirements of three inches (3") must still be met as stated above.
- 3.5 Cut grass and debris which falls or is thrown by equipment upon the pavement, streets, sidewalks, driveways, or adjacent properties through the action of the work crew, shall be removed from the area prior to the exit of the work crew from the immediate work site. Removal of cut grass from the ground area where growth occurred will not be required.
- 3.6 The entire property is to be trimmed neatly (cut and/or using a weed eater), e.g., alleyways, around telephone poles, sidewalks, culverts, fence-lines; and around developed structures, water meters, ditches and trees. All underbrush and trees three inches (3") in diameter and smaller must be removed no matter the height.
- 3.7 All ditches are included as part of the property regardless of depth.
- 3.8 Sweep or blow all sidewalks and/or concrete areas affected by work. No grass clippings will be placed or blown into the City's drainage culverts or in the streets.
- 3.9 For developed properties and/or properties in residential areas, the contractor must provide equipment for finished mowing, including trimmers and edger's. These properties are to be left with finished, trimmed and presentable appearance. **ROUGH-CUT FINISH WILL NOT BE ACCEPTED.**
- 3.10 Herbicide spraying will not be allowed in these areas.
- 3.11 All mulched areas, including tree rings, must not be damaged from mowing operations. Damage to mulched areas must be repaired immediately and prior to relocating to another work site.
- 3.12 The contractor shall avoid mowing under extremely wet conditions where heavy equipment could rut the soil. Notify MRA designee in the event that a site is too wet to cut.
- 3.13 The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, on or off the site, which occur as a result of execution of the work.
- 3.14 Ruts caused by contractor's equipment shall be filled at contractor's expense. Contractors will be responsible for damages to vacant and developed properties and/or structures.

- 3.15 The contractor is expected to remove litter, debris, and limbs prior to mowing, excluding material that has been illegally dumped. Litter and debris shall be defined as an object not intentionally placed at project site for a specific purpose. This shall include, but not be limited to, paper, wrappers, cans, bottles, building materials, disposable diapers and small limbs. This must be cleaned prior to cutting of all properties.
- 3.16 All litter and debris must be picked up prior to mowing and then immediately following the actual mowing and trimming. This is to clear any litter missed the first time that may have been cut into smaller pieces by the mower. Litter and debris must be disposed of properly, off site, at the contractor's expense.
- 3.17 If there are any problems encountered on MRA properties scheduled to be mowed, such as junk motor vehicles, illegally dumped materials, existence of additional structures, excessive litter, inability to access property, or inability to mow for any reason, the contractor must notify MRA or its designee of the location of the property and provide before pictures documenting such problem conditions before attempting to mow.
- 3.18 The contractor is responsible for removing from each site and properly disposing of all tree limbs of six (6) inch diameter and below.
- 3.19 The City will be responsible for hauling limbs larger than six (6) inches diameter provided such limbs are timely placed by the curb for City of Houston Solid Waste Collection. Contractor must notify MRA of any property with limbs larger than six (6) inches diameter.
- 3.20 MRA reserves the right to reduce or add to the number of line-item areas for any reason it deems necessary during the contract period. Any elimination or addition of areas will be communicated to the contractor in a timely manner. The bid price is per square foot so the invoice will be adjusted in the event of any elimination or addition of areas to reflect adjusted square footage.

4 PAYMENT AND BID:

- 4.1 The attached bid sheet details the bid entries required. Each contract bid sheet line item shall be filled in as directed.
- 4.2 The initial contract term will be for a 24-month period starting approximately April 1, 2021 (or such other date as MRA shall determine). MRA reserves the right to extend the contract for up to a total of two (2) additional terms if the MRA and contractor agree in writing.
- 4.3 Payment will be made by the MRA to the contractor on a monthly basis for the work completed within the previous month. The invoice must be received prior to the 10th day of each month. MRA will render payment within thirty days of receipt of an approved invoice.
- 4.4 Bidders will comply with all local, state, federal laws, and ordinances governing said work including the current Occupational Safety and Health regulations.
- 4.5 By submitting a Response, the firm is attesting that they are an Equal Opportunity Employer.
- 4.6 Minority and/or Women Business Enterprise (M/WBE) Program

It is the policy of MRA to provide minorities and women equal opportunity for participating in all aspects of its contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprises (M/WBE) Plan and subsequent program, outlining verifiable goals.

MRA has established a 30% Minority and Women Business Enterprises (M/WBE) goal for the participation of M/WBE businesses in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and/or women owned suppliers and service providers whenever possible.

5 ACCEPTANCE/REJECTION OF RESPONSES:

5.1 MRA reserves the right to award to the firm that will best serve the interests of the MRA. MRA also reserves the right to waive minor variations in the specifications and in the bidding process, as well as to accept in whole or in part such Response(s) where it deems it advisable in protection of the best interests of the MRA. MRA further reserves the right to accept or reject any or all bids/Responses, and to award or not award a contract based on the Response.

5.2 The Contractor shall have in place for the life of this contract public liability and property damage insurance and shall protect MRA from claims for damage or personal injury, which may arise from operations under this contract. The amounts of such insurance shall not be less than \$1,000,000 for injuries subject to limit per person and \$1,000,000 for property damage or otherwise needed to protect the interests of the MRA. The Contractor awarded this contract is to provide prior to beginning work, a Certificate of Insurance showing MRA and City of Houston named as an additionally insured on all coverage. All insurance must be maintained during the duration of the contract.

5.3 **OTHER INSURANCE:**

The contractor shall furnish such additional insurance as may be required by the General Statutes of Texas, including motor vehicle insurance in amounts not less than statutory limits.

5.4 **CANCELLATION:**

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

5.5 The contractor shall furnish the MRA with satisfactory proof of insurance required before beginning work on this contract. Executed contract documents, insurance certifications, invoices and other information requested, are to be sent to:

Midtown Redevelopment Authority
Attn: Todd Edwards
410 Pierce Street – Suite 355
Houston, TX 77002
Email: todde@houstonmidtown.com

5.6 DAMAGE TO CONTRACTOR’S PROPERTY:

Should fire, theft, vandalism or other casualty, damage or destroy the equipment or property belonging to the Contractor while on MRA property, MRA shall be under no obligation to replace or in any way compensate the contractor for said property.

5.7 The successful bidder agrees to indemnify or hold harmless MRA from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the successful bidder to include its officers, servants, agents or employees arising from its activities, operations, and performance of services while on MRA property and further agrees to release and discharge MRA and its Agents from all claims or liabilities arising from or caused by the successful bidder in fulfilling its obligations under this Agreement.

5.8 It is understood and agreed by the parties that MRA will assume no liability for damages, injury, or other loss to the successful bidder, its employees or property, tool or equipment, or to other persons or properties located on MRA facilities resulting from the successful bidder’s activities and operations while performing those services enumerated herein. The successful bidder shall assume full and complete liability for any and all damages to tombstones, markers, building improvements, fences, or other MRA or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.

5.9 AMENDMENTS, ADDENDUMS, OR QUESTIONS:

Addendum: Any changes to the specifications will be issued as a written addendum. No oral statements, explanations, or commitments by whosoever shall be of any effect. Any issued addenda will be posted on the MRA’s bid advertisement site. The contractor must acknowledge reading each addenda on the bid sheet.

Amendment: The contract may be amended from time to time through written agreement by both parties.

5.10 NON-COLLUSION:

Respondents, by submitting a signed Response, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States laws.

¹ NOTE: If any provision of this Contract for Affordable Housing Vacant Lot Landscape Maintenance Services conflicts with any provision of Exhibit D, then the provisions of Exhibit D shall control.

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned officer of the Board of Directors of Midtown Redevelopment Authority (the “Board”) do hereby certify as follows:

1. The Board convened in regular session on the 27th day of May, 2021, at the regular meeting place thereof within said Midtown Zone; and the roll was called of the duly constituted officers and members of said Board, to-wit:

- | | | |
|---|-------------------|---------------------|
| 1 | Camille Foster | Director |
| 2 | Donald Bond | Director |
| 3 | Vacant | Director |
| 4 | Michael F. Murphy | Director |
| 5 | Al Odom | Chair |
| 6 | Abe S. Goren | Vice Chair |
| 7 | Caton M. Fenz | Assistant Secretary |
| 8 | John Thomas | Director |
| 9 | Zoe Middleton | Director |

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION AUTHORIZING THE MIDTOWN REDEVELOPMENT AUTHORITY (THE “AUTHORITY”) OR ITS AGENT TO ENTER INTO A DEVELOPMENT AND PURCHASE AGREEMENT WITH PARK STREET HOMES, LLC AND PROVIDING FOR THE CONVEYANCE AND DEVELOPMENT OF CERTAIN PROPERTIES IN ACCORDANCE WITH THE TERMS OF SUCH AGREEMENT; AND AUTHORIZING THE AUTHORITY OR ITS AGENT TO TAKE ALL NECESSARY ACTIONS REGARDING SAME

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried unanimously.

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Vernon's Texas Codes Annotated, Chapter 551, Government Code.

SIGNED this _____, 2021.

Secretary, Midtown Redevelopment Authority

RESOLUTION AUTHORIZING THE MIDTOWN REDEVELOPMENT AUTHORITY (THE “AUTHORITY”) OR ITS AGENT TO ENTER INTO A DEVELOPMENT AND PURCHASE AGREEMENT WITH PARK STREET HOMES, LLC AND PROVIDING FOR THE CONVEYANCE AND DEVELOPMENT OF CERTAIN PROPERTIES IN ACCORDANCE WITH THE TERMS OF SUCH AGREEMENT; AND AUTHORIZING THE AUTHORITY OR ITS AGENT TO TAKE ALL NECESSARY ACTIONS REGARDING SAME

WHEREAS, by Ordinance No. 94-1345, adopted on December 14, 1994, the City of Houston (the “City”) created Reinvestment Zone Number Two, City of Houston, Texas (the “Midtown Zone”) pursuant to Chapter 311, Texas Tax Code (the “Act”), and approved a preliminary project plan for the Midtown Zone and a preliminary reinvestment zone financing plan for the Midtown Zone; and

WHEREAS, by Resolution No. 95-96, adopted on June 28, 1995, the City authorized the creation of the Midtown Redevelopment Authority (the “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 Midtown and neighboring areas as described in Ordinance No. 94-1345; and

WHEREAS, the City, the Midtown Zone and the Authority have entered into that certain amended and restated Agreement dated June 7, 2000, and approved as Ordinance No. 2000-494 (the “Tri-Party Agreement”), pursuant to which the City delegated to the 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, construction and improvement of infrastructure in the Midtown Zone, and provide affordable housing, in accordance with, and subject to the limitations set forth in, the Tri-Party Agreement and Project and Financing Plan; and

WHEREAS, the Authority’s Board of Directors (the “Board”) has determined that it is in the best interest of the Midtown Zone and the Authority to acquire tracts of land in certain nearby historic neighborhoods to be developed as affordable housing and to commit certain available tax increment or bond proceeds received for this purpose; and

WHEREAS, the Authority has previously acquired certain parcels of land in the City for such purpose, and now desires to enter into a development and purchase agreement (the “Development and Purchase Agreement”), between and among the Authority, the Zone and Park Street Homes, LLC (the “Developer”), substantially in the form attached hereto as **Exhibit A**, in order to convey certain of such parcels of land to the Developer to be developed as affordable housing; and

WHEREAS, pursuant to the Development and Purchase Agreement, the Authority will sell and convey to the Developer five (5) tracts of land in the City, as described in Exhibit D to the attached Development and Purchase Agreement (herein, the “Property”), at a consideration that is less than the fair market value of such land, in order to provide decent, safe, sanitary and affordable housing for low and moderate income persons; and

WHEREAS, the Authority believes it is in the best interest of the Authority to enter into the Development and Purchase Agreement and to convey the Property to the Developer for the purposes described herein and in the Development and Purchase Agreement, and the Board desires hereby to approve the Development and Purchase Agreement and such actions.

NOW THEREFORE, BE IT RESOLVED BY the Board of Directors of the Midtown Redevelopment Authority:

1. That the Board adopts the findings and recitations set out in the preamble to this Resolution and finds them to be true and correct.
2. That the Board hereby approves the terms and provisions of the Development and Purchase Agreement substantially in the form attached hereto as Exhibit A, including the terms and provisions of the forms of Unimproved Property Contract and Special Warranty Deed attached to the Development and Purchase Agreement as Exhibits B and C, respectively, and hereby authorizes the execution by the officers of the Board, or the Executive Director or any agent of the Executive Director with delegated authority, of the Development and Purchase Agreement and any Unimproved Property Contracts and Special Warranty Deeds to be entered into by the Authority pursuant to the Development and Purchase Agreement, and authorizes and approves the conveyance of the Property for a consideration of \$1.50 per square foot, which is less than the fair market value of such lots.
3. That the Board hereby further authorizes the officers of the Board, the Executive Director, and Authority staff and consultants to make such changes to the attached Development and Purchase Agreement and exhibits thereto as they determine are consistent with the intent and purposes of this Resolution and to take the steps necessary to execute and carry out the terms of the Development and Purchase Agreement, including the payment of any associated costs and legal fees, and to execute any certificates, receipts, affidavits, notices and necessary related agreements pertaining to the Development and Purchase Agreement and the conveyances described therein.

PASSED AND APPROVED this 27th day of May, 2021.

Al Odom
Chair, Midtown Redevelopment Authority

ATTEST:

Caton M. Fenz
Assistant Secretary, Midtown Redevelopment Authority

EXHIBIT A

Development and Purchase Agreement

(See Attached)

DEVELOPMENT AND PURCHASE AGREEMENT

By and Among

MIDTOWN REDEVELOPMENT AUTHORITY

and

REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS

and

Park Street Homes, LLC

May 27, 2021

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DEVELOPMENT AND PURCHASE AGREEMENT

This Development and Purchase Agreement (the “Agreement”), dated as of _____, is made by and among REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS (the “Zone”), a tax increment reinvestment zone created by the City of Houston, Texas in accordance with Chapter 311, Texas Tax Code, MIDTOWN REDEVELOPMENT AUTHORITY (the “Authority” or “Authority”), a public not for profit local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code, and Park Street Homes, LLC (the “Developer”), a Texas Limited Liability Company created and organized under the laws of the State of Texas (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, by Ordinance No. 94-1345, the City Council of the City of Houston, Texas (the “City”) created the Zone in the City pursuant to Chapter 311, Texas Tax Code, as amended (the “Act”), approved a preliminary project plan and preliminary financing plan, and appointed its Board of Directors; and

WHEREAS, by Resolution No. 95-96, the City authorized the creation of the 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 Zone and neighboring areas; and

WHEREAS, the City, the Zone and the Authority have entered into that certain Amended Agreement dated June 7, 2000, and approved pursuant to Ordinance No. 2000-0494 (as amended, the “Midtown Agreement”), pursuant to which the City delegated to the Authority the power to administer the Zone including, but not limited to, the power to use certain tax increment revenues dedicated to providing affordable housing pursuant to Section III(H) thereof; and

WHEREAS, Section 311.011(f) of the Act provides that the Zone’s project plan must provide that at least one-third of the tax increment of the Zone (the “Affordable Housing Tax Increment(s)”) be used to provide affordable housing during the term of the Zone, and pursuant to Section III(H) of the Midtown Agreement shall be expended in a manner consistent with the City’s then current affordable housing policy; and

WHEREAS, the Authority has assembled land for Affordable Housing; and

WHEREAS, the Authority seeks to facilitate the development of such land for Affordable Housing, by entering into this Agreement with Developer as part of a pilot project, and model for future projects, designed to expand the supply of safe, sanitary and affordable housing for low and moderate income persons within the City; and

WHEREAS, to stimulate the development of affordable housing, the Developer has requested that the Authority sell up to single family residential lots within the City at a

consideration that is less than the fair market value of such lots in order to provide safe, sanitary and affordable housing for low and moderate income persons; and

WHEREAS, the Authority has determined that the Project (as defined herein) is consistent with the City's then current affordable housing policy; and

WHEREAS, the Authority and the Developer desire to enter into this Development and Purchase Agreement to sell certain land previously acquired through the use of Affordable Housing Tax Increment to be used by the Developer for the purposes described herein and subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits to the City, the Zone, the Authority and the Developer, it is hereby agreed as follows:

ARTICLE I DEFINITIONS

Section 1.01. Defined Terms. Unless a particular word or phrase is otherwise defined or the context otherwise requires, capitalized words and phrases used in this Agreement shall have the following meanings:

"Affordable Housing" is defined in the Special Warranty Deed attached hereto as **Exhibit C**.

"Authority" means Midtown Redevelopment Authority, a public not or profit local government corporation created and organized under provisions of Chapter 431, Texas Transportation Code.

"Conflict of Interest" means any known instance in which a member of the Authority or Zone Board may receive a pecuniary benefit meeting the definition of a conflict of interest under the Authority's conflict of interest policy.

"Deed" means any one of up to five (5) special warranty deeds executed by the Authority conveying the property to the Developer with the restrictive covenants contained thereon, and which shall be substantially in the form attached as **Exhibit C** of this Agreement.

"Executive Director" shall mean the person serving as the Executive Director of the Authority or any agent designated in writing by the Executive Director.

"Project" means the development of single family affordable housing on the Property by the Developer.

"HUD" means the United States Department of Housing and Urban Development.

"Person" means a corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, and any other legal entity.

“**Property**” means each of the parcel(s) of real property described in **Exhibit D**, which have been previously acquired by the Authority and are eligible to be sold to the Developer hereunder.

“**Qualified Homebuyer(s)**” means those purchasers that meet the requirements to purchase the single family residences developed under this Agreement, more particularly defined in **Exhibit C**.

“**Single Family Residential Use**” means a detached structure designed for use as a dwelling unit for one and only one family, but expressly excluding manufactured homes and mobile homes.

“**Term**” shall be as defined in Section 8.14.

Section 1.02. Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definition 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 II GENERAL REPRESENTATIONS

Section 2.01. Representations of the Zone. The Zone hereby represents to the Developer that as of the date hereof:

(a) The Zone 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 Zone has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, will not violate any applicable judgment, order, law or regulation, 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 the Zone under any agreement or instrument to which the Zone is a party or by which the Zone or its assets may be bound or affected.

(c) This Agreement has been duly authorized, executed and delivered by the Zone and, constitutes a legal, valid and binding obligation of the Zone, enforceable in accordance with its terms.

(d) The execution, delivery and performance of this Agreement by the Zone does not require the consent or approval of any person which has not been obtained.

Section 2.02. Representations of the Authority. The Authority hereby represents to the Developer that as of the date hereof:

(a) The 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 Authority has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, will not violate any applicable judgment, order, law or regulation, 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 the Authority under any agreement or instrument to which the Authority is a party or by which the Authority or its assets may be bound or affected.

(c) This Agreement has been duly authorized, executed and delivered by the Authority and, constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms.

(d) The execution, delivery and performance of this Agreement by the Authority does not require the consent or approval of any person which has not been obtained.

Section 2.03. Representations of the Developer. The Developer hereby represents to the Authority and Zone that as of the date hereof:

(a) The Developer is duly authorized, created and existing in good standing under the laws of the State of Texas, is duly qualified to do business in the State or wherever necessary to carry on the operations contemplated by this Agreement.

(b) The Developer has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement and the Deed, and the Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

(c) The Developer has obtained or will obtain all necessary permits and approvals from the City and all other governmental officials and agencies having jurisdiction and will provide supervision of all phases of construction of the Project.

(d) The Developer intends to use the Property in a manner consistent with Affordable Housing requirements.

(e) The Developer shall complete the Project and shall pay all costs and expenses associated with the Project. The Developer has sufficient capital to perform its obligations under this Agreement or will have sufficient capital to perform its obligations under this Agreement at the time it needs such capital.

ARTICLE III THE PROJECT

Section 3.01. General Purpose.

(a) The Authority has entered into this Agreement relating to the Project in reliance upon the representations, warranties, covenants and agreements of the Developer contained herein, and in reliance upon the representations, warranties, covenants and agreements to be contained in the documents and instruments to be delivered at the completion of the Project and upon the performance by the Developer of its obligations hereunder, as of the date hereof and the date of completion.

(b) The Project shall consist of the design, construction, assembly, installation and implementation of no fewer than affordable single family residences, consistent with the approved specifications (the “Project Specifications”).

(c) Developer shall prepare or cause to be prepared Project Specifications and submit them for approval to the Authority’s Representative. The Authority’s Representative shall promptly approve, reject, or make comments or queries to the Project Specifications. The Project Specifications approved by the Authority’s Representative shall be the Project Specifications and shall be attached to this Agreement as **Exhibit A** and incorporated as if fully set forth herein.

(d) Developer covenants and agrees that:

(i) the Project shall be completed in substantial compliance with the Project Specifications, as modified from time to time in accordance with Section 3.02 herein,

(ii) the Property shall be used solely to construct single family residences,

(iii) all single family residences developed on the Property shall qualify as Affordable Housing at all times for the greater of (1) the Term of this Agreement or (2) the Affordability Period, as defined in **Exhibit C** hereto.

(iv) Developer shall provide the Authority with sufficient financial and other information, as determined and requested by the Executive Director, regarding the Project, and

(v) upon completion of construction of the single family residences contemplated hereunder, the Developer shall cause each such single family residence to be sold to Qualified Homebuyers for not more than TWO HUNDRED THIRTY THOUSAND DOLLARS (\$230,000.00) or such other amount as the Executive Director may designate in writing.

(vi) Developer shall sell the Property with improvements thereon to Qualified Homebuyers as provided herein, and use customary documents, in form and substance acceptable to the Authority, to evidence each such transaction, including but not limited to a Promissory Note and Subordinate Lien Deed of Trust to secure the Qualified Homebuyer’s obligations with respect to the Property.

(e) Certain terms and conditions of Park Street Homes, LLC this Section 3.01 shall be deemed “covenants running with the land” and shall bind Developer as the owner of the Property,

and its successors and assigns as the owner or owner(s) of all or any portion of the Property, as further described in Section 4.01 herein and the Deed.

Section 3.02. Modification of the Project. The Project and Project Specifications may be altered or amended by the Developer upon written notice to the Authority and subsequent approval by the Executive Director or his designee of the proposed alterations or amendments; provided, however, that such proposed alterations or amendments shall be consistent with the then current City policy for affordable housing, and approved in writing by the Authority. Any such alterations or amendments shall be incorporated herein and, in the case of Project Specifications, substituted and attached hereto as **Exhibit A**.

Section 3.03. Completion of Project. The Project shall reach completion no later than 240 days (the "Completion Date") from the date of acquisition of each of the single family residential lots, respectively, as provided for in this Agreement. Upon written request by the Developer, the Executive Director, in his sole discretion, may extend the Completion Date for an additional period up to 120 days. To be effective, any such extension must be in writing and signed by the Executive Director. The Project will not be deemed complete until the Authority has received all necessary documentation from the Developer as described herein, and the Executive Director provides written confirmation that the Authority deems the Project completed.

ARTICLE IV CONVEYANCE, FINANCING AND FUNDING

Section 4.01. Conveyance of the Property. The Authority agrees to sell the Property to Developer for \$1.50 per square foot, which is less than the fair market value of such Property in order to facilitate the provision of decent, safe, sanitary and affordable housing for low and moderate income persons. The Authority agrees to execute and record a deed, substantially similar to the Deed, in the Harris County Clerk's Records, subject to the terms and conditions set forth in an Unimproved Property Contract to be entered into by the Developer and the Authority substantially in the form attached hereto as **Exhibit B**. The Parties agree that the Executive Director or his designee shall have the sole right to determine when to enter into an Unimproved Property Contract with Developer for each of the single family residential lots to be conveyed hereunder, *provided however*, that the Authority shall initially enter into Unimproved Property Contracts for no fewer than two (2) single family residential lots.

Section 4.02. Funding for the Project. The Parties agree that Developer shall be solely responsible for securing all funding and financing necessary to purchase the Property and complete construction of the Project in accordance with the terms of this Agreement. The Authority shall have no obligation to provide any funds for any purpose in connection with the design and construction of the Project.

ARTICLE V COVENANTS OF THE DEVELOPER REGARDING THE PROJECT

Section 5.01. Conflict of Interest. The Developer has disclosed all Conflicts of Interest. The Authority reserves the right to deny the sale of the Property to Developer due to a potential or

existing Conflict of Interest disclosed at the execution of this Agreement or at any time throughout the Term of this Agreement.

Section 5.02. Additional Covenants of Developer. The Developer covenants to the Authority that:

- (a) the Developer shall provide the Authority with all reports reasonably requested by the Authority;
- (b) any marketing, public awareness campaigns or signage related to the Project shall recognize the Authority's contributions in a prominent manner and, in the case of written materials, the Authority's name shall be in text no smaller than one-half (1/2) of the size of the Developer's name and of an equal size as that if any other Project participants being recognized;
- (c) any expenses related to the Project shall be recorded and physically maintained separately and distinctly from the expenses related to the general operations of the Developer;
- (d) the Project shall be completed and the Developer shall pay all costs associated with the Project; and
- (e) the Property shall at all times be maintained in a safe and sanitary condition. The covenant to maintain the Property includes the removal of debris, trash, illegal occupiers or squatters, and unsightly landscaping conditions.

ARTICLE VI DEFAULT

Section 6.01. Events of Default. Each of the following shall constitute an event of default by the Developer under this Agreement, if such events are not cured to the satisfaction of the Authority within 30 days of the event occurring:

- (a) Developer fails to purchase the Property as provided for in this Agreement;
- (b) Developer fails to complete construction of any one or more of the single family residences within the requirements of Section 3.03;
- (c) Developer fails to complete the Project in substantial compliance with the Project Specifications and any such deviation, alteration or amendment has not received written approval by the Authority pursuant to Section 3.02.
- (d) Developer is in default under any other agreement related to the Project, as default is defined such agreement and the Developer has not notified the Authority of the default within ten days of the default occurring;
- (e) Developer fails to comply with the covenants relating to Single Family Residential Use and Affordable Housing further detailed in Section 3.01 and in the Deed.

- (f) Developer fails to comply with the covenants detailed throughout this Agreement.
- (g) Developer becomes insolvent, is dissolved, or a voluntary or involuntary action in bankruptcy is filed by or against the Developer.

Section 6.02. Remedies Upon Event of Default.

(a) Upon the occurrence of an Event of Default by the Authority and if such default remains uncured for a period of 30 days after the first occurrence of the Event of Default, in addition to the other rights given to the Developer under this Agreement, the Developer may terminate this Agreement or enforce specific performance.

(b) Upon the occurrence of an Event of Default by the Developer and if such default remains uncured for a period of 30 days after the first occurrence of the Event of Default, in addition to the other rights given the Authority under this Agreement, the Authority may exercise the Reconveyance Right created in the Deed and incorporated herein or the Authority may enforce specific performance of this Agreement, seek, actual damages incurred for any such default, terminate this Agreement, and/or enforce any other remedies under the Deed. If the Authority elects to exercise its right to terminate this Agreement upon the occurrence of an Event of Default, it shall have no further obligation after the date of such termination to sell and convey any Property to the Developer.

**ARTICLE VII
INDEMNIFICATION AND RELEASE**

Section 7.01. Indemnification and Release.

(a) To the fullest extent permitted by law, Developer agrees to indemnify, defend, and hold harmless the Authority, the City, the Zone, and each of their respective directors, officers, agents, elected and appointed officials, employees, and representatives (collectively, the "*Indemnified Parties*") from and against any and all losses, damages, demands, claims, suits, causes of action, liabilities, costs, fines, settlements, judgments and expenses (including, without limitation, court costs, expert fees, interest expenses and attorney's fees) (collectively "*Losses*"), whether arising in equity, at common law, or by statute, including without limitation (i) the Texas Deceptive Trade Practices Act or similar statutes of other jurisdictions, (ii) the law of contracts, (iii) the law of torts (including without limitation negligence and strict liability without regard to fault) or (iv) the law of property, of every kind or character (including without limitation, losses for personal injury (including without limitation emotional distress), real or personal property damage (including without limitation City property), or economic loss) arising in favor of or brought by (i) any of Developer's employees, agents, subcontractors, sub-subcontractors, suppliers, materialmen or representatives, or by (ii) any Governmental Authority or by (iii) any other third party claimant, (collectively, "*Indemnitors*") based upon, in connection with, relating to or arising out of Developer's (or any of its contractors', sub-subcontractors', suppliers', materialmens', employees', or any other person directly or indirectly employed by any of them or for whose actions they may be liable) actions or inactions under this Agreement, the Work, any breach of warranty made herein by

Developer, any failure to comply with any requirement of this Agreement, including without limitation any Indemnitor's failure to comply with any Applicable Law, any liens or encumbrances on the Work, the Project or the Authority's property arising out of the Work, or any infringement of any Intellectual Property arising out of the Work, and EVEN IF DUE IN PART TO ANY INDEMNIFIED PARTY'S NEGLIGENCE OR OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF STATUTE, INCLUDING WITHOUT LIMITATION THE TEXAS DECEPTIVE TRADE PRACTICES ACT, OR STRICT LIABILITY WITHOUT REGARD TO FAULT.

(b) To the fullest extent permitted by law, in cases where a third party claimant's damages are caused in part by the negligence of one or more Indemnified Parties, Developer's indemnification obligations under this ARTICLE VII shall extend to the first \$500,000.00 per occurrence of such claimant's damages.

(c) For the purposes of this ARTICLE VII, "*third party claimants*" means all parties other than Developer or the Authority. For example, but not by way of limitation, "*third party claimants*" includes all Indemnitors (other than Developer) as well as the City and the Zone. Developer's indemnity obligations set forth in this ARTICLE VII shall survive the expiration or termination of this Agreement.

(d) Developer's obligations pursuant to this ARTICLE VII shall apply regardless of the amount of insurance coverage held by Developer, including without limitation any such coverage under any worker's compensation act, disability act, or other act or law which would limit the amount or type of damages, compensation, or benefits payable by or for Developer, and shall not be limited by any insurance carried or provided by Developer in accordance with this Agreement or otherwise. Developer's obligations under this ARTICLE VII shall not be construed to negate, abridge or reduce other rights or obligations of defense or indemnity that would otherwise exist as to a party or person described in this ARTICLE VII. Developer shall include provisions in its subcontract agreements which obligate each subcontractor to Developer to the same extent that Developer is obligated to the Indemnified Parties pursuant to this ARTICLE VII.

Section 7.02. Release. Developer hereby releases the Indemnified Parties, and shall cause its Contractors, subcontractors and sub-subcontractors to release the Indemnified Parties, from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the Work, and EVEN IF SUCH INJURY, DEATH, DAMAGE OR LOSS IS CAUSED BY, RESULTS FROM OR ARISES OUT OF ANY INDEMNIFIED PARTY'S SOLE OR CONCURRENT NEGLIGENCE OR OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF STATUTE OR STRICT LIABILITY WITHOUT REGARD TO FAULT.

Section 7.03. Other Indemnities. Other provisions in this Agreement containing indemnities shall be deemed to be cumulative of and to operate independently of the indemnities provided above such that all indemnities provided in this Agreement shall be construed to grant indemnity to the Indemnified Parties to the fullest and broadest extent possible.

ARTICLE VIII GENERAL

Section 8.01. Inspections, Audits. The Developer agrees to use commercially reasonable efforts during the term of this Agreement to keep such operating records as may be required by the City, the Authority, or by state and federal law or regulation. The Developer shall allow the Authority reasonable access to documents and records in the Developer's possession, custody or control relating to the Project that the Authority deems necessary to assist the Authority in determining the Developer's compliance with this Agreement. Developer shall allow the Authority reasonable access to the Project to conduct visual inspections of the Project. All inspections will be made only after giving the Developer notice at least 24 hours in advance thereof.

Section 8.02. The Developer Operations and Employees. All personnel supplied or used by the Developer in the performance of this Agreement shall be deemed contractors or subcontractors of the Developer and will not be considered employees, agents, contractors or subcontractors of the Authority for any purpose whatsoever. The Developer shall be solely responsible for the compensation of all such contractors and subcontractors.

Section 8.03. Dispute Resolution.

(a) In the event of any claim, dispute or controversy arising out of or relating to this Agreement (whether such claim, dispute or controversy is allegedly extra-contractual in nature, whether such claim, dispute or controversy arises under the law of torts, contracts, property, or otherwise, or at law or in equity, or under state or federal laws, or by statute or common law, or seeks damages or any other relief) which the Parties have been unable to settle or agree upon within a period of thirty (30) days after the dispute or disagreement arises, each Party shall nominate a senior officer of its management to meet at a mutually agreed time and place not later than forty-five (45) days after the dispute or disagreement has arisen to attempt to resolve such dispute or disagreement. Should a resolution of such dispute or disagreement not be obtained within fifteen (15) days after the meeting of senior officers for such purpose, either Party may then by written notice to the other submit the dispute to non-binding mediation in accordance with this Section.

(b) In the event that the Parties are unable to resolve any disputes in accordance with Section 8.03(a), either Party may, by written notice to the other submit the dispute to non-binding mediation before a mutually agreed-upon mediator. If the Parties are unable to agree upon a mediator within twenty (20) days after the written notice of submission to mediation, the American Arbitration Association shall be empowered to appoint a qualified mediator. If the dispute is technical in nature, the mediator appointed by the American Arbitration Association shall be qualified by at least ten (10) years' experience in construction, engineering, and/or architecture. 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. Participation in non-binding

mediation in accordance with this Section shall be a condition precedent to Developer having the right to file any legal or equitable action against the Authority.

(c) Subject to Developer's obligation to comply with the requirements of the foregoing subsections as a condition precedent to Developer having any right to file any legal or equitable action against the Authority, for purposes of all legal or equitable proceedings arising out of, relating to or connected with this Agreement, Developer hereby agrees that this Agreement is performable in whole or in part in Houston, Harris County, Texas and hereby submits to the jurisdiction of the state courts within Harris County, and agrees that such jurisdiction shall be exclusive with respect to any such proceeding filed by Developer. Developer hereby irrevocably waives any claim which it may now or hereafter have that any such proceeding brought in any state court in Harris County has been brought in an inconvenient forum. With respect to any proceeding filed by the Authority, Developer hereby expressly, clearly and unequivocally agrees that the Authority 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. Developer hereby irrevocably waives its right to remove any such proceeding to any federal court should the Authority choose to bring any proceeding in any state court of Texas.

(d) Developer shall, or shall cause a third party to, carry on the work on the Project in order to adhere to the requirement of Section 3.03 of this Agreement during all disputes or disagreements with the Authority. Work on the Project shall not be delayed or postponed pending resolution of any disputes or disagreements, except as the Authority and Developer may otherwise agree in writing.

Section 8.04. Personal Liability of Public Officials. To the extent permitted by State law, no director, officer, employee or agent of the Authority or the City shall be personally responsible for any liability arising under or growing out of this Agreement.

Section 8.05. Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

Developer: Park Street Homes, LLC
2000 Crawford Street, Ste 915
Houston, Texas 77002
Attn: Kevan Shelton, Manager

Authority: Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002-8722
Attention: Executive Director

with a copy to:

Barron F. Wallace
Bracewell LLP
711 Louisiana, Suite 2300
Houston, TX 77002

and

Peggy Foreman
Burney & Foreman
5445 Almeda, Suite 400
Houston, Texas 77004

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 or facsimile 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 received for by, or actually received by the Zone, the Authority or the Developer, as the case may be.

Section 8.06. Amendments. This Agreement may be amended, supplemented and/or modified only in a writing signed by representatives of each Party and upon ratification thereof by the Board of Directors of the Authority.

Section 8.07. Waivers. No waiver of any provision of this Agreement shall be of any force or effect unless such waiver is in writing, expressly stating to be a waiver of a specified provision of this Agreement and signed by the Party to be bound thereby. Either Party's waiver of any breach or failure to enforce any of the provisions of this Agreement, at any time, shall not in any way limit or waive that Party's right thereafter to enforce or compel strict compliance with this Agreement or any portion or provision or right under this Agreement.

Section 8.08. 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.

Section 8.09. Successors and Assigns. All covenants and agreements by or on behalf of the Authority and the Zone contained in this Agreement shall bind their successors and assigns and shall inure to the benefit of the Developer and its successors and assigns. The Developer, Authority and the Zone may **not** assign their rights and obligations under this Agreement or any interest herein, without the prior written consent of the Developer, Authority or Zone, as necessary. Provided, however, that if any rights and/or obligations are assigned, any such assignee must specifically assume all of the obligations of the Developer hereunder. If any assignment of the obligations by the Developer hereunder is deemed ineffective or invalid, the Developer shall remain liable hereunder.

Section 8.10. 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.

Section 8.11. Construction/Governing Law. 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.

Section 8.12. Waiver of Consequentials. Developer waives any and all claims it may now or hereafter have against the Authority or the Zone for consequential, special, incidental or indirect losses or damages arising out of or relating to this Agreement or the Project, WHETHER ARISING UNDER THE LAW OF CONTRACTS, TORTS (INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF EVERY KIND AND STRICT LIABILITY WITHOUT REGARD TO FAULT) OR PROPERTY OR AT COMMON LAW OR IN EQUITY, VIOLATION OF STATUTE (INCLUDING WITHOUT LIMITATION, THE TEXAS DECEPTIVE TRADE PRACTICES ACT OR SIMILAR STATUTE OR ANY OTHER JURISDICTION) OR OTHERWISE. Furthermore, this waiver includes, but is not limited to, damages incurred by Developer for principal office expenses including without limitation the compensation of personnel stationed there, for losses of financing, business, reputation, and loss of profit. This waiver is applicable, without limitation, to all consequential, special, incidental or indirect losses or damages arising out of any termination pursuant to Article VI.

Section 8.13. 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.**

Section 8.14. Term. This Agreement shall be in force and effect from the date of execution hereof for a term expiring the first day in which the Zone is no longer in existence.

Section 8.15. Memorandum of Agreement. The parties agree that they will, at the request of any party, promptly execute an instrument in recordable form constituting a memorandum of this Agreement, which shall be filed for record in the Office of the County Clerk of Harris County, Texas, solely to give record notice of the existence of this Agreement. No such memorandum shall in any way vary, modify or supersede this Agreement.

Section 8.16. 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.

Section 8.17. Survivability. Notwithstanding any termination or expiration of this Agreement, the obligations of the Developer which are intended by their nature to survive such expiration or termination, including without limitation those set forth in ARTICLE VII (INDEMNIFICATION AND RELEASE); Section 8.07 (Waivers); Section 8.08 (Invalidity); Section 8.12 (Waiver of Consequentials); and this Section 8.17 of this Agreement, shall survive for the maximum duration of time allowed by law.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the _____ day of _____, 2021.

**MIDTOWN REDEVELOPMENT
AUTHORITY**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

**REINVESTMENT ZONE NUMBER TWO,
CITY OF HOUSTON, TEXAS**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Park Street Homes, LLC

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Exhibit A

to

Development and Purchase Agreement

Project Specifications

Park Street Homes, LLC. shall construct five (5) single-family homes on the Property, each with a minimum of three (3) bedrooms, two (2) bathrooms, and an attached 2-car garage. When complete, each home shall have a gross living area ranging from approximately 1450–1500 square feet and each home shall be constructed on a lot size of approximately 5000 square feet. Construction shall be in compliance with Plans and Specifications approved by the Midtown Redevelopment Authority.

Each single family home will have the following design features: SEE ATTACHED.

Exhibit B

to
Development and Purchase Agreement

UNIMPROVED PROPERTY CONTRACT

1. **PARTIES:** The parties to this contract are MIDTOWN REDEVELOPMENT AUTHORITY, a Texas not-for-profit local government corporation or (Seller) and _____ (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** Lot _____, Block _____, Addition, City of Houston, County of Harris, Texas, known as _____ (address/zip code), or as described on **Exhibit A** attached hereto, and consisting of approximately _____ square feet, together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property). Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
3. **SALES PRICE:**
- A. Cash portion of Sales Price payable by Buyer at closing \$ _____
 - B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) \$ _____
 - C. Sales Price (Sum of A and B) \$ _____
 - D. The Sales Price will be adjusted based on the latest survey obtained under Paragraph 6C. The Sales Price is calculated on the basis of \$ _____ per square foot of total area. "Total area" means the total land area within the perimeter boundaries of the Property. If the Sales Price is adjusted by more than 5% of the stated Sales Price, either party may terminate this contract by providing written notice to the other party within 10 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the Sales Price automatically will be made to the cash portion of the Sales Price payable by Buyer without the necessity of an amendment to this contract.
4. **FINANCING:** The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)
- A. **THIRD PARTY FINANCING:** One or more third party mortgage loans in the total amount of \$ _____ (excluding any loan funding fee or mortgage insurance premium).
 - (1) **Property Approval:** If the Property does not satisfy the lenders' underwriting requirements for the loan(s) (including, but not limited to appraisal, insurability and lender required

Initialed for identification by Buyer _____ and Seller _____

repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.

(2) Credit Approval: (Check one box only)

(a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.

(b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.

B. ASSUMPTION: The assumption of the unpaid principal balance of one or more promissory notes described in the attached Texas Real Estate Commission (TREC) Loan Assumption Addendum.

C. SELLER FINANCING: A promissory note from Buyer to Seller of \$ n/a, secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

5. **EARNEST MONEY:** Within 3 days after the Effective Date, Buyer must deliver \$500.00 as earnest money to Thomas Hartman as escrow agent, at Old Republic National Title Insurance Company, 1225 North Loop West, Suite 1020, Houston, Texas 77008. Buyer shall deliver additional earnest money of \$ n/a to the escrow agent within n/a days after the Effective Date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. **Time is of the essence for this paragraph.** References in this contract to the "Effective Date" shall mean and refer to the date the escrow agent receipts this contract after execution by all parties.

6. **TITLE POLICY AND SURVEY:**

A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner policy of title insurance (Title Policy) issued by Old Republic National Title Insurance Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

(1) Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and other matters of record (excluding prior conveyances of the surface estate) in the Official Public Records of Harris County, Texas, which are applicable to the Property.

(2) The standard printed exception for standby fees, taxes and assessments.

(3) Liens created as part of the financing described in Paragraph 4.

(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.

- (5) Visible and apparent easements and other matters not appearing of record, but that are depicted on the survey of the Property and described in the Commitment (hereafter defined).
- (6) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (7) The standard printed exception as to marital rights.
- (8) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (9) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have this exception amended to read "shortages in area."
- (10) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT: Within 20 days after the effective date of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

- (1) Within 14 days after the Effective date, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit) **If Seller fails to furnish the existing survey or affidavit within the time prescribed, or if the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.**
- (2) Within 30 days after the Effective date, Buyer shall obtain a new survey at Buyer's expense; provided however, if the period of time for delivery of the Commitment and Exception Documents is extended pursuant to Paragraph 6.B., the period of time for obtaining the survey shall be extended for the same period of time. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- (3) Within n/a days after the Effective date, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (8) above; or disclosed in the Commitment other than items 6A(1) through (10) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions or restrictions which prohibit or impair the following use or activity: development, use and occupancy of the Property for residential housing purposes.

Buyer must object the earlier of (i) the Closing Date or (ii) 10 days after Buyer receives the Commitment, Exception Documents, and the survey; provided however, if the Commitment, Exception Documents and survey are not delivered to Buyer until the Closing Date, the time for Buyer to object to the same will be automatically extended to 10 days after the Closing Date and the Closing Date will be extended for the period of time for such objections to be made and Seller's cure of such objections as provided below. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. **TITLE NOTICES:**

(1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) **MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION(S):** The Property is is not subject to mandatory membership in a property owners' association(s). If the Property is subject to mandatory membership in a property owners' association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners' association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners' association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not

limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners' Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the

assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. The Property shall be restored substantially to its present condition after any such inspections, surveys or tests at Buyer's sole expense. **Buyer hereby indemnifies and holds Seller harmless from any claims, costs, expenses, attorney's fees, bodily injuries, accidents or damage and shall repair any physical damage, to or on the Property caused by Buyer or Buyer's inspections, tests or surveys. Buyer's covenants pursuant to this Section 7.A. shall survive the Closing or any termination of this contract.**

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: (Check one box only)

- (1) Buyer accepts the Property in its present condition.
- (2) Buyer accepts the Property in its present condition provided Seller, at Seller's expense, shall complete the following specific repairs and treatments:_____ (Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs.)

NOTICE TO BUYER AND SELLER: Buyer's agreement to accept the Property in its present condition under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing, Seller shall not complete any repairs prior to the Closing Date. All required permits must be obtained, and repairs and treatments, if any, must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 15 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a

threatened or endangered species or its habitat may affect Buyer's intended use of the Property. During the Option Period, Buyer and Buyer's agents shall have access to the Property to conduct such tests, assessments and inspections as Buyer deems necessary with respect to environmental matters.

- E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
 - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property.
 - (3) any environmental hazards that materially and adversely affect the Property;
 - (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
 - (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
 - (6) any threatened or endangered species or their habitat affecting the Property.

Seller's knowledge shall mean the current actual knowledge of Todd Edwards, Real Estate Asset Manager of Seller, after performing reasonable inspections of his files regarding the Property, but with no further inspections, investigations or inquiries.

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements. NONE

9. **CLOSING:**

- A. The closing of the sale will be on or before 60 days after the Effective date, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a special warranty deed conveying title to the Property to Buyer substantially in the form and content substantially similar to the Special Warranty Deed attached hereto as **Exhibit B** and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy and any documents required or described in Paragraph 11. Special Provisions.

- (4) There shall be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer, and assumed loans will not be in default.
- (5) If the Property is subject to a lease which will be assumed by Buyer, Seller shall (i) deliver to Buyer the lease(s) and the move-in condition form signed by the tenant, if any, and (ii) transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS:

A. Within 14 days after the effective date, Seller shall deliver to Buyer copies of the following items, to the extent that the items are in Seller's possession or are readily available to Seller: (1) all leases pertaining to the Property, including all modifications thereto; (2) all licenses and permits related to the Property; (3) utility capacity letters from the Property's water and sewer service provider; (4) all previous environmental assessments or studies; and (5) all surveys and plats of the Property.

B. The Property, and any improvements constructed on the Property, shall (i) be solely used to provide Affordable Housing for a period of not less than the Affordability Period as defined in the Form of Special Warranty Deed attached hereto as **Exhibit B** and (ii) comply with the Project Specifications, attached to the Form of Special Warranty Deed as **Appendix B**. The restrictions contained in (i) and (ii) of this sub-paragraph B, (collectively the "Restrictions") shall run with the Property, shall be binding on the Buyer, its successors and assigns for the term of the Restrictions, and shall inure to the benefit of the Seller, its successors and assigns for the term of the Restrictions.

C. Buyer may **not** assign this contract without the written consent of Seller.

D. Buyer, at Buyer's expense, may conduct a Phase I environmental assessment of the Property and any other tests, inspections or assessments related to environmental matters of the Property (collectively, the Phase I) during the Option Period and as provided in Paragraphs 7.A and 7.D. If Buyer gives Seller written notice of termination of this contract based on matters disclosed in the Phase I or other environmental tests, inspections or assessments of the Property, Buyer shall provide Seller with a copy of the Phase I with the written notice of termination.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

- (1) Expenses payable by Seller (Seller's Expenses):
- (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; and other expenses payable by Seller under this contract.
- (b) Seller shall also pay an amount not to exceed \$ n/a to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas

Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; owner title policy and any endorsements or modifications thereto, loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; escrow fees; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. Obligations imposed by this paragraph will survive closing.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer or (b) accept the Property in its damaged condition without reduction to the Sales Price.

15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default after the expiration of 10 days' notice and opportunity to cure, and Seller then may (a) seek such relief as may be provided at law or in equity or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default after the expiration of 10 days' notice and opportunity to cure, and Buyer then may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract.

16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this

contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:**
- A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
 - B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
 - C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
 - D. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back-up offers.
- 20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by the Internal Revenue Code and regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows and to the attorney representing each party, if any, designated in Paragraph 25:

To Buyer at:

Telephone: () _____

Facsimile () _____

E-mail: _____

To Seller at:

410 Pierce St., Suite 355
Houston, Texas 77002

Telephone: (713) 526-7577 _____

Facsimile: (713) 526-7519 _____

Email: kandis@houstonmidtown.com &
todde@houstonmidtown.com

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|--|---|
| <input type="checkbox"/> Third Party Financing Addendum for Credit Approval | <input type="checkbox"/> Addendum for "Back-Up" Contract |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners' Association | <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| | <input checked="" type="checkbox"/> Other (list): <u>Form of Special Warranty Deed.</u> |

23. **TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$100.00 (Option Fee) within 3 days after the Effective Date, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 15 days after the effective date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination under this Paragraph 23 within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts this offer by 5:00 p.m. Central Standard Time on _____, the offer will lapse and become null and void.

25. CONSULT AN ATTORNEY: TREC rules prohibit real estate licensees from giving legal advice READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's Attorney is:

Seller's Attorney is:

Peggy Foreman
Burney & Foreman Attorneys at Law
5445 Almeda, Suite 400
Houston, Texas 77004

Telephone: () _____

Telephone: (713) 526-6404 _____

Facsimile () _____

Facsimile: (832) 615-3410 _____

E-mail: _____

Email: pforeman@burneyandforeman.com _____

EXECUTED the _____ day of _____, 20____. (BROKER: FILL IN DATE OF FINAL ACCEPTANCE.)

BUYER:

By: _____

Name: _____

Title: _____

SELLER:

Midtown Redevelopment Authority

By: _____

Name: _____

Title: _____

(Address of Property)

BROKER INFORMATION

Other Broker Firm _____ License No. _____

Represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Listing Broker Firm _____ License No. _____

Represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Licensed Supervisor of Associate _____ Telephone _____

Associate _____ Telephone _____

Other Broker's Address _____ Facsimile _____

City _____ State _____ Zip _____

Associate Email Address _____

Licensed Supervisor of Listing Associate _____ Telephone _____

Listing Associate _____ Telephone _____

Listing Broker's Office Address _____ Facsimile _____

City _____ State _____ Zip _____

Listing Associate's Email Address _____

Selling Associate Telephone _____

Selling Associate's Office Address Facsimile _____

City _____ State _____ Zip _____

Selling Associate's Email Address _____

Listing Broker has agreed to pay Other Broker _____% of the total sales price when the Listing Broker's fee is received. Escrow Agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of Contract and \$_____ Earnest Money in the form of _____ is acknowledged.

Title Company: Old Republic National Title Insurance Company

Date: _____

By: _____
Thomas Hartman, Escrow Agent/Officer

Email Address: _____

Address: 1225 North Loop West, Suite 1020

Telephone: 713-766-7192

Houston Texas 77008
City State Zip

Facsimile: 713-583-7930

Initialed for identification by Buyer _____ and Seller _____

Exhibit A

to

Unimproved Property Contract

Property Description

[See attached Exhibit D to the Development and Purchase Agreement]

Exhibit B

to

Unimproved Property Contract

Form of Special Warranty Deed

[See attached Exhibit C to the Development and Purchase Agreement]

Exhibit C

to

Development and Purchase Agreement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT MIDTOWN REDEVELOPMENT AUTHORITY, a public not for profit local government corporation (“**Grantor**”), for and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, AND CONVEY unto PARK STREET HOMES, LLC, a Texas Limited Liability Company created and organized under the laws of the State of Texas (“**Grantee or Developer**”), whose address is 2000 Crawford Street, Ste. 915, Houston, Texas 77002, that certain tract or parcel of land in Harris County, Texas more particularly described in **Appendix A** attached hereto and incorporated herein by this reference, together with all improvements thereon and all rights and interests appurtenant thereto (such land, improvements, rights and interests are hereinafter collectively referred to as the “**Property**”).

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Developer subject to all matters of record in the office of the County Clerk of Harris County, Texas, and all matters that a true and correct on-the-ground survey of the Property would reveal, to the extent the same are validly existing and applicable to the Property (hereinafter referred to collectively as the “**Permitted Encumbrances**”).

RESTRICTION TO AFFORDABLE HOUSING USE

1. **Definitions.** Unless a particular word or phrase is otherwise defined or the context otherwise requires, capitalized words and phrases used in this Special Warranty Deed shall have the following meanings:

“Affordable Housing” means

- (i) housing that is for purchase by a family if the housing has an initial purchase price that does not exceed ninety-five (95%) percent of the median purchase price for the type of single family housing (1 to 4 family residence,

condominium unit, cooperative unit, combination manufactured home and lot, or manufactured home lot) for the City of Houston as determined by the Department of Housing and Urban Development (“HUD”) and has an estimated appraised value at acquisition, if standard, or after any repair needed to meet property standards set out in 24 CFR 92.251, that does not exceed ninety-five (95%) percent of the median purchase price described above;

- (ii) housing that is the principal residence of an owner whose family qualifies as a Very Low, Low, or Moderate Income Family at the time of purchase; and
- (iii) housing that is subject, for the Affordability Period, to restrictions or recapture provisions as provided in the Restrictions herein.

“Affordability Period” means the minimum period of time during which a Qualified Homebuyer must own and occupy a particular single-family residence built on the Property (“Affordable Housing Unit”) as his/her principal residence, which period shall be:

- (i) twenty (20) years for Property receiving assistance under this Agreement, provided, however, that if the Qualified Homebuyer receives federal HOME Program assistance in an amount over \$40,000.00, then the Affordability Period shall be twenty-five (25) years; unless,
- (ii) the Zone is no longer in existence, in which case, the period shall end the first day that the Zone is no longer in existence.

“Low Income Family” means a family whose annual income exceeds 50% but does not exceed 80% of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families.

“Moderate Income Family” means a family whose annual income exceeds 80% but does not exceed 120% of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families.

“Qualified Homebuyer” means:

- (i) a Very Low Income Family;
- (ii) a Low Income Family; or
- (iii) a Moderate Income Family.

“Very Low Income Family” means a family whose annual income does not exceed 50% of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families.

“Zone” means Reinvestment Zone Number Two, City of Houston, Texas, a tax increment reinvestment zone created by the City of Houston, Texas in accordance with Chapter 311, Texas Tax Code.

2. Restrictions. As a material portion of the consideration for this Special Warranty Deed and the conveyance hereinabove set forth, this Special Warranty Deed is executed by Grantor and accepted by Developer subject to the following restrictions (the “**Restrictions**”), which are hereby adopted and established for, imposed upon and made applicable to the Property:

(a) The Property, and any improvements constructed on the Property, shall (i) be used exclusively to provide Affordable Housing for a period of not less than the Affordability Period as defined in this Special Warranty Deed, (ii) be owned and occupied by a Qualified Homebuyer at all times during the Affordability Period, (iii) not be used as a rental house, lodging house, rooming house, hotel, "bed and breakfast", listed on AIRBNB or other similar listing services for short-term or long-term lease or rental or for any commercial, business or professional purpose, and (iv) comply with the Project Specifications, attached hereto as **Appendix B**.

(b) Any holder of a first lien deed of trust on any portion of the Property owned by a Qualified Homebuyer (a “First Lien Deed of Trust”), shall provide Grantor with: (i) 30 days written notice prior to pursuing remedies and/or foreclosure pursuant to its First Lien Deed of Trust; (ii) the opportunity to cure any defaults under the subject First Lien Deed of Trust; and/or (iii) the right and opportunity to purchase the indebtedness secured by the subject First Lien Deed of Trust and all liens securing the same including the subject First Lien Deed of Trust.

The Restrictions shall run with the Property, shall be binding on Developer, its successors and assigns for the term of the Restrictions, and shall inure to the benefit of Grantor, its successors and assigns for the term of the Restrictions.

3. Covenants Running with the Land. All of the agreements, conditions, and restrictions contained in this Special Warranty Deed shall be deemed covenants running with the land and shall inure to the benefit of Developer as the owner of the Property and each successor owner of any of the Property and the Grantor and its successors and assigns (the “Benefitted Party(ies)”).

4. Reconveyance Right. If at any time during the Affordability Period, the Property is not being used in compliance with the Restrictions, Grantor reserves and shall have the right (the “Reconveyance Right”), but not the obligation, to require Developer or its successors and assigns to reconvey the Property (together with all improvements thereon and appurtenances thereto) to Grantor. Closing upon such reconveyance transaction shall be completed within 30 days from the date of Grantor's notice to Developer or its successors and assigns of its election to exercise its Reconveyance Right. The Property shall be reconveyed by Developer or its successors and assigns free and clear of any and all monetary liens and any other exceptions to title other than the Permitted Encumbrances and such other encumbrances to title that are reasonably acceptable to Grantor. This Reconveyance Right shall automatically terminate upon the expiration of the term of the Restrictions. This Reconveyance Right shall be subordinate to the rights of any holder

of a First Lien Deed of Trust on the Property provided such holder of a First Lien Deed of Trust, shall provide Grantor with: (i) 30 days written notice prior to pursuing remedies and/or foreclosure pursuant to its First Lien Deed of Trust; (ii) the opportunity to cure any defaults under the subject First Lien Deed of Trust; and (iii) the right and opportunity to purchase the indebtedness secured by the subject First Lien Deed of Trust and all liens securing the same including the subject First Lien Deed of Trust prior to the day of foreclosure.

5. Recapture Upon Sale During the Affordability Period. If at any time during the Affordability Period, the Developer or its successors and assigns enters into a contract to sell or otherwise transfers the Property (together with all improvements thereon and appurtenances thereto) either voluntarily or involuntarily to a third party other than the initial Qualified Homebuyer (the "Third Party Purchaser"), Grantor shall recapture from the available net proceeds of such sale an amount equal to [_____ **DOLLARS AND NO/\$100** (\$_____) (the "Recapture Amount"). Within 14 business days of receipt of the Recapture Amount, Grantor shall release the Restrictions imposed hereunder. The obligations established under this Special Warranty Deed shall be secured by a Promissory Note and Subordinate Lien Deed of Trust. Available net proceeds are the funds remaining after payment of any superior liens and any closing costs.

6. Right of First Refusal. If, at any time during the Affordability Period (as defined herein) the Developer or its successors and assigns desires to sell the Property (together with all improvements thereon and appurtenances thereto) to a Third Party Purchaser (as defined herein), Developer or its successors and assigns shall deliver to the Grantor, at the address provided in Section 12 hereof (or such organization's then current address), written notice specifying the sales price and other relevant terms and conditions of the proposed sale. The Grantor shall have thirty (30) days to notify Developer or its successors and assigns whether Grantor will exercise its option to purchase the Property at fair market value and under the same terms and conditions, provided that Grantor's offer may include non-material terms and conditions which do not cause any delay or expense to Developer or its successors and assigns. If Grantor delivers written notice to Developer or its successors and assigns within such thirty (30) day period that Grantor elects to exercise its option, then Developer or its successors and assigns shall sell the Property to Grantor at the specified sales price and under the conditions specified by Grantor. If Grantor fails to deliver written notice to Developer or its successors and assigns within such thirty (30) day period, then Grantor shall be deemed to have elected not to exercise its right of first refusal. The foregoing process shall apply only with respect to Grantor's right of first refusal to buy the Property, and shall not constitute approval of any sale of all or a portion of the Property to any third party for any purpose. Developer or its successors and assigns shall be bound by the terms and conditions of this Right of First Refusal for each and every new, bonafide offer received by Developer to purchase all or any part of the property. Notices required by this Section shall be given in accordance with the provisions of Section 12 hereof.

7. Attorneys' Fees. In the event any party or parties shall institute any action or proceeding, excluding any arbitration proceeding, against the other party or parties relating to the provisions of the Restrictions set forth in this Special Warranty Deed, or any default hereunder, then, and in that event, the non-prevailing party or parties in such action or proceeding shall

reimburse the prevailing party or parties for the reasonable expenses of attorneys' fees and disbursements incurred in connection with such action or proceeding.

8. Governing Law. The Restrictions shall be governed by and construed in accordance with the laws of the State of Texas.

9. Injunctive Relief. In the event of any violation or threatened violation by any person of any of the terms, restrictions, or conditions of this Special Warranty Deed, any of the Benefitted Parties shall have the right to seek an injunction to enjoin such violation or threatened violation in a court of competent jurisdiction.

10. Waiver of Default. No waiver of any violation of the Restrictions shall be implied from any omission by any Benefitted Party to take any action in respect of such violation if such violation continues or is repeated. No express waiver of any violation shall affect any violation or cover any period of time other than the violation and period of time specified in such express waiver. One or more waivers of any violation of any term contained in this shall not be deemed to be a waiver of any subsequent violation of the same term contained in the Restrictions. The consent or approval by any party to or of any act or request by any other party requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to any party by the Restrictions shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity, which any such party might otherwise have by virtue of a violation under the Restrictions, and the exercise of one such right or remedy by any such party shall not impair such party's standing to exercise any other right or remedy.

11. Amendments. The Restrictions may be amended or modified only by a written instrument executed by all of the then owners of the Property, their respective Mortgagees, if any, and the Grantor. Except as otherwise provided herein, any termination of the Restrictions will require the prior written consent of all owners of the Property, their respective Mortgagees, if any, and the Grantor. Each of such owners will provide the name and address of applicable Mortgagees upon receipt of a written request therefor from any owner seeking to amend the Restrictions. As used in the Restrictions, the term "Mortgagee" means the trustee and beneficiary under a Mortgage, and the term "Mortgage" means any deed of trust encumbering all or any portion of the Property.

12. Notices. All notices, demands and other communications hereunder shall be in writing and shall be deemed sufficiently given for all purposes when delivered personally, when sent by certified or registered mail, postage prepaid, return receipt requested or by private courier service, in each case, with the address as indicated below; provided that any such notices, demands or other communications shall be deemed effective only upon receipt. Each party may, by written notice given to the other party, designate any other address or addresses to which notices, demands and other communications to them shall be sent as contemplated in this Special Warranty Deed. Until otherwise so provided, by the respective parties, all notices, demands and communications to each of them shall be addressed as follows:

GRANTOR:

Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002
Attn: Executive Director

DEVELOPER:

Park Street Homes, LLC.
2000 Crawford Street, Ste 915
Houston, Texas 77002
Attn: Kevan Shelton, Manager

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Developer, its successors and assigns forever, and Grantor does hereby bind itself, and its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Developer, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, BY, THROUGH, OR UNDER GRANTOR, BUT NOT OTHERWISE subject to the Permitted Encumbrances, the Restrictions and the matters herein stated.

[Execution Page to Follow]

EXECUTED this the ____ day of _____, 20__.

“GRANTOR”

MIDTOWN REDEVELOPMENT
AUTHORITY, a public not for profit local
government corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____,
20__, by _____, _____ of MIDTOWN
REDEVELOPMENT AUTHORITY, a public not for profit local government corporation, on
behalf of said entity.

Notary Public in and for the State of Texas

My commission expires: _____

[SEAL]

Developer's Acceptance of Special Warranty Deed

Developer accepts this Special Warranty Deed and consents to its form and substance. Developer expressly agrees to the terms and conditions set forth herein and acknowledges that it has read and accepts the obligations imposed on it by the terms hereof. Developer further acknowledges that the provisions of this Special Warranty Deed are binding on and inure to the benefit of Grantor and Grantee and their respective heirs, successors and assigns.

EXECUTED this ____ day of _____, 20__.

“DEVELOPER”

PARK STREET HOMES, LLC., a Texas Limited Liability Company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, _____ of PARK STREET HOMES, LLC., a Texas Limited Liability Company, on behalf of said entity.

Notary Public in and for the State of Texas

My commission expires:_____

[SEAL]

Appendix A
to
Special Warranty Deed

Property Description

Appendix B
to
Special Warranty Deed

Exhibit D

to

Development and Purchase Agreement

Description of Property Being Sold to Developer

Tract 1: *(Commonly known as 0 Calhoun Road, Houston, Texas 77021)*

Lot 12, in Block 20, Grand Park

Tract 2: *(Commonly known as 0 Calhoun Road, Houston, Texas 77021)*

Lot 13, in Block 20, Grand Park

Tract 3: *(Commonly known as 0 Calhoun Road, Houston, Texas 77021)*

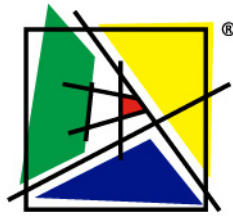
Lot 14, in Block 20, Grand Park

Tract 4: *(Commonly known as 6832 Paris Street, Houston, Texas 77021)*

Lot 6, in Block 20, Grand Park

Tract 5: *(Commonly known as 6750 Liverpool Street, Houston, Texas 77021)*

Lot 13, in Block 12, Grand Park



midtown
HOUSTON

**MIDTOWN CAPITAL
IMPROVEMENTS PROGRAM**

Capital Improvements Program

Parks and Greenspace

Bagby Park – Storage and Renovations

- Construction continues on kiosk tenant improvements; completion targeted for late July.

Change Orders

- NTR

Construction Contract Budget

- Original Contract Amount: \$480,480.80
- Net Change Orders: \$287,419.21
- Contract Amount to Date: \$767,900.01

Caroline Street Reconstruction

- Contractor has opened traffic to east lanes between Webster and McGowen.
- Paving activity continues on west lanes between McIlhenny and Pierce and at Gray and McGowen intersections.
- Waterline installation is ongoing between Gray and Pierce, and drainage installation is ongoing on Elgin and between Hadley and Pierce.
- Sidewalk installations are progressing between McIlhenny and Pierce.
- Pedestrian light foundations are being installed on blockfaces between McGowen and Pierce; pedestrian light poles have been installed between Elgin and McGowen.

Change Orders

- CenterPoint Energy - installation of conduit for additional streetlights
 - o Total: \$54,427.00

Construction Contract Budget

- Original Contract Amount: \$12,380,276.54
- Net Change Orders (including TxDOT fee): \$1,374,770.45
- Contract Amount to Date: \$13,755,046.99
- Change Order Time Adjustment Total – 173 days



Estella Rodriguez
Senior Service Consultant
CenterPoint Energy Houston

2301 w. Gears Rd
Houston, TX 77067
713-945-3219

estella.rodriguez@centerpointenergy.com

April 15, 2021

Martin Herrera
City of Houston
Houston, TX 77251

REVISION - CNP WILL INSTALL THE CONDUIT AND TWO FOUNDATIOS FOR THE COBRA STREETLIGHTS

Subject: Caroline St. Elgin St. to Pierce St.
Location: Caroline St from Elgin St. to Pierce St.

Dear Mr. Herrera

The *Streetlight Division* at CenterPoint Energy (CNP) has prepared a cost for the lighting to be installed at the subject location.

This cost is contingent upon your contractor installing approximately 4,401 of 2" PVC conduit and 11-pull boxes per CNP specifications. All conduit shall be installed using the conduit layout provided to you on 08/20/2020. Additionally, the contractor is to install conduit stub up's at the proposed streetlight locations where the streetlight power sources are proposed.

REVISION

The total cost: one hundred fifty-one thousand two hundred and fourth-nine dollars: \$ **151,249.00**

The following is a breakdown of the above-mentioned cost:

Underground Street Light Installation is: \$141,848.00 W/O 95076121--REVISION

1. Install 1-115W LED 35' pole with 6' arm embedded streetlight
2. Install 2- 115W LED 30' pole with 6' arm base type poles – foundation to be install by CNP's contractor
3. Install 51- 115W Midtown luminaire on a 23' Traditionaire poles / black
4. Install 14- Pull Boxes
5. Install 10-TP/ Risers
6. Bore approximately 4,601' – of UG streetlight conductor (conduit to be installed by CNP's contractor)

Customer has paid \$87,421.00 which leaves a remaining balance of \$ 54,427.00.

Rehab Underground Streetlight: \$ 7,358.00 W/O 95018885

1. Remove – 1-115W LED single arm Luminaire underground embedded streetlight - cobra
2. Remove 3-115W LED single arm Luminaire underground base type / Foundation - cobra
3. Remove 18- 115W LED Midtown Luminaire on 17' Traditionaire pole

Page 1 of 3

**INST UG 95076121 –REHAB U/G # 95018885
RMVL O/H 94833325**

4. Remove 10- TP / Risers
5. Abandon approximately 1,324' of underground conductor
6. Install 1-Tp/Riser
7. Install 1-Pull Box
8. Run approximately 200' of underground conductor

Remove Overhead Streetlights \$ 2,043.00 W/O 94833325

1. Remove 20-115W LED Luminaire – O/H
2. Remove 1- 95W LED Luminaire – O/H

NOTE: Contractor is responsible for removing any abandoned foundations. Also, the contractor will be responsible for removing the traffic barriers and providing the necessary Steel Plates, in order for CNP to remove the underground streetlights.

Upon completion of the installed pull boxes and conduit and in accordance with the planned construction, *Customer* will be required to contact CNP for an inspection of the installed streetlight facilities. After successful inspection of the facilities and receipt of the **installation** cost, CNP will install the streetlights, pull wire in the conduit system and energize the streetlight.

Your signature below will be our acknowledgment of your acceptance to the above-mentioned terms and conditions and associated charges. Also, a check for the above noted amount made payable to *CenterPoint Energy* will be required before CNP can proceed with the planned construction. Please send the check, the original signed copy of this agreement and invoice to:

ATTN. Distribution Project Coordinator SHC I FL 03, CenterPoint Energy, 4700 South Shaver Rd., Houston, TX 77034.

If there are any questions, please do not hesitate to contact me at (713) 945-3219. Please note this estimate is valid for a period of 180 days from the date of this agreement.

Please Note, the City's contractor is responsible for the staking of the proposed underground locations per the attached CNP installations sketch. Distance behind curb within the right-of-way will be determined by the contractor to avoid construction conflicts.

Thank You,

Estella Rodriguez

Estella Rodriguez
Senior Service Consultant
CenterPoint Energy

The above requirements are approved and accepted this

_____ Day of _____, 2021,

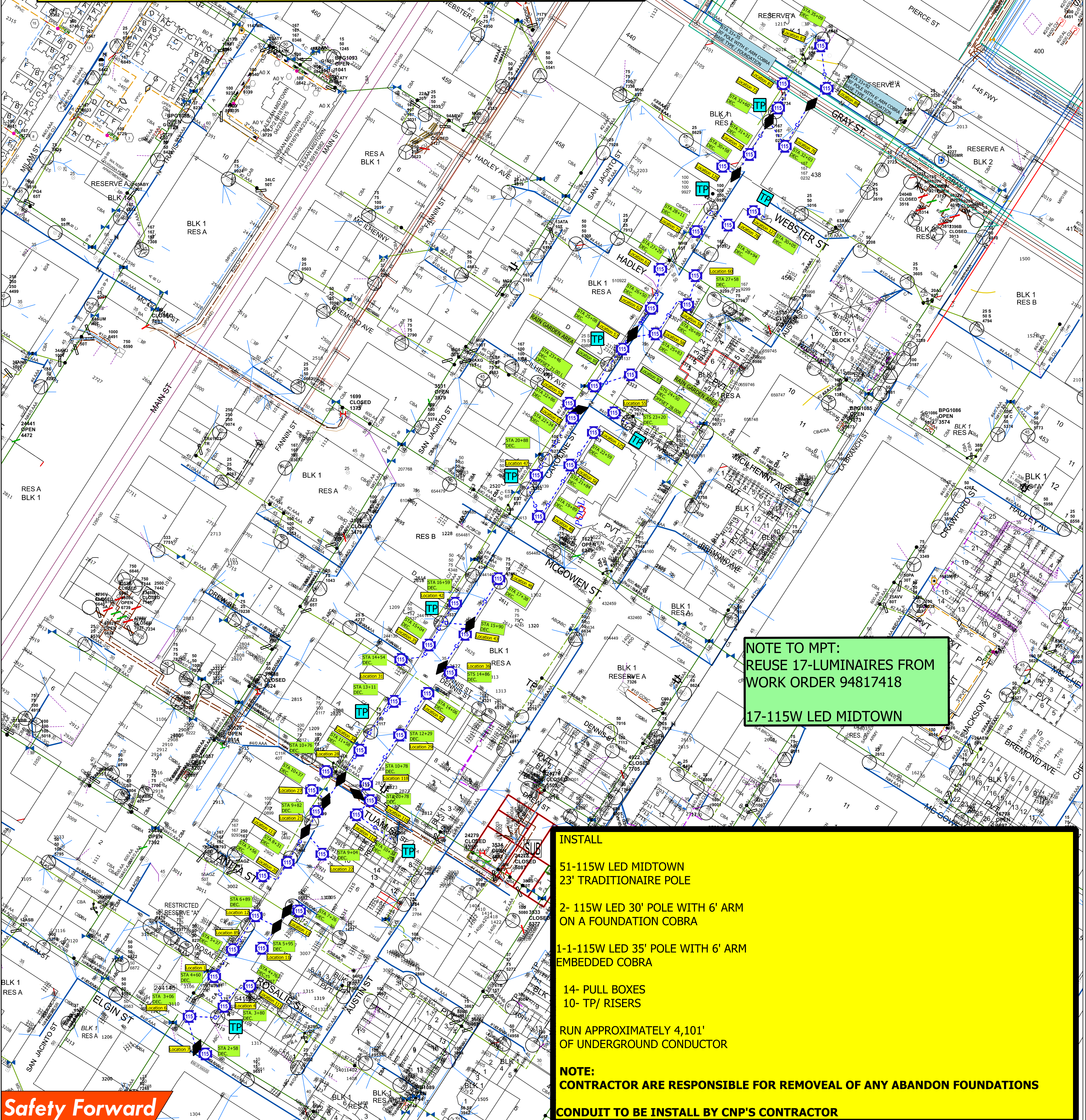
By _____ (Signature)

_____ (Printed name)

_____ (Title)

_____ (Company)

GOVP CAROLINE ST (ELGIN ST. TO PIERCE ST.) INSTALL U/G



LIGHTING DESIGN SERVICES - LIGHTING LEGEND

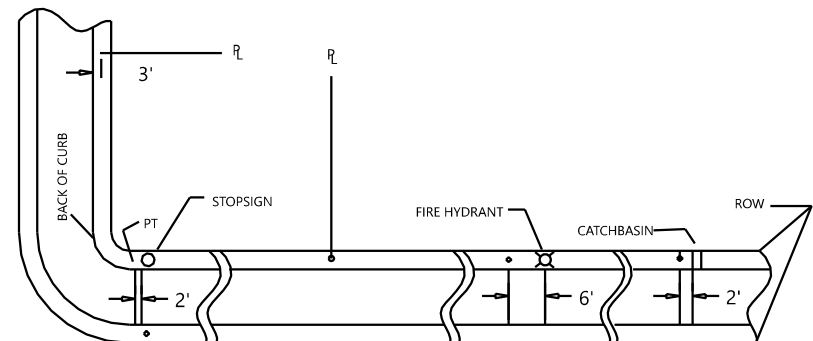
IMPORTANT NOTE: READ SPECIAL INSTRUCTIONS BELOW AND REFERENCE ANY SPECIAL NEEDS THAT MAY BE SHOWN ON SKETCH.

NEW STREET LIGHT INSTALLATION SYMBOLS

SYMBOL	QUANTITY		SINGLE LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)				SYMBOL	QUANTITY	DUAL UG ONLY LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)				ADDITIONAL INSTALLATION MATERIAL SYMBOLS									
	OH	UG	100W	HPS	MH	150W			HPS	MH	175W	HPS	MH	250W	HPS	MH	400W	HPS	MH	TP	10	TERMINAL POLE
	0	0	100W	HPS	MH		0	100W	HPS	MH		10	TERMINAL POLE		0	RELAY						
	0	0	150W	HPS	MH		0	150W	HPS	MH		0	PROPOSED WOOD POLE		14	PULLBOX						
	0	0	175W	HPS	MH		0	175W	HPS	MH		0	12KV 35KV PROPOSED OVERHEAD TRANSFORMER									
	0	0	250W	HPS	MH		0	250W	HPS	MH		4,601'	UNDERGROUND CONDUCTOR (Check One)									
	0	0	400W	HPS	MH		0	400W	HPS	MH			Direct Embedded Wire	<input checked="" type="checkbox"/>								
	0	54	45W 95W 115W 180W LED					45W 95W 115W 180W LED					Conduit and Wire	<input checked="" type="checkbox"/>								
	70												OVERHEAD CONDUCTOR									
		70											#4 2/C TWIST (UNLESS OTHERWISE NOTED)									
EXISTING STREET LIGHT SYMBOLS AND WATTAGES												INSTALLATION VOLTAGE: (Circle One Only) <u>120</u> 240 480										

STREET LIGHT PLACEMENT DETAIL

STREET LIGHT STANDARDS WILL NORMALLY BE INSTALLED IN ROAD RIGHT OF WAY 3' BACK OF CURB AND IN ALIGNMENT WITH SIDE LOT OR REAR PROPERTY LINES, UNLESS THERE IS A CONFLICT WITH DRIVEWAY, FIRE HYDRANT, CATCH BASIN, WATERMETER, OTHER OBSTRUCTIONS, OR WHEN IES RECOMMENDS SPACING REQUIRE OTHERWISE. IN CASE OF CONFLICT WITH O.H.DISTRIBUTION AT REAR OF PROPERTY, STANDARD IS TO BE INSTALLED 8' NORTH OR WEST OF PROPERTY LINE. AT STREET INTERSECTIONS, STANDARDS ARE TO BE INSTALLED BEHIND STRAIGHT SECTION OF CURB 2' FROM TANGENT POINT. STANDARDS SHALL BE PLACED ON STREET SIDE OPPOSITE FROM NORMAL STOP SIGN LOCATIONS.



Street Light Notes

- All streets must be curbed and guttered prior to the installation of street lighting facilities unless otherwise approved by the Lighting Design Service Department.
- Dedicated street lighting easements are required along all placement of street lighting facilities when such facilities are installed along private streets. Street lighting will only be installed along private streets that can be accessed for maintenance and only when such a street is constructed in an easement intended to contain a private street, waterlines, sanitary sewer lines, storm sewer, and such other utility or franchise infrastructures as can be accommodated and which, for the purpose of established setback, will be considered to be the equal of a public street.
- The design of all streets, utility easements, and storm sewer easements must be approved by all appropriate reviewing agencies before the installation of street lighting.
- Street lighting will be installed to the recommendations of the illuminating Engineering Society unless otherwise requested and agreed upon in writing by the requestor of street lighting service.



W.O.#: 95076121	TYPE: HLC15L0
LAMBERT #: 5356B2	KEY MAP: 493Q
WO BY: E. RODRIGUEZ	
PHONE: 713-945-3219	CELL:
Service Center: BELLAIRE	
DATE: 10/12/2020	
SCALE: 1"=126	DDS DESIGN