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**MIDTOWN REDEVELOPMENT AUTHORITY/
TIRZ#2
BOARD OF DIRECTORS MEETING
AUGUST 19, 2025**



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

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

Notice is hereby given that the Board of Directors of the Midtown Redevelopment Authority (the "Authority") will hold a joint special meeting, open to the public, with the Board of Directors of the Midtown Reinvestment Zone on Tuesday, August 19, 2025, at 12:30 p.m. at 410 Pierce Street, 1st Floor Conference Room (enter at the Pierce St. and Brazos St. door) Houston, Texas 77002.

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

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

<https://midtownhouston.com/event/mra-board-meeting-2025-08-19/>

Click big blue button "TEAMs Meeting Link"

Meeting ID: 247 576 862 826

Passcode: GddGFQ

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

Phone: +1 872-256-8243

Phone ID 355 736 852#

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

AGENDA

1. Call to Order, Introduction of Guests and Board Comments
2. Public Comment
3. Consent Agenda for the Midtown Reinvestment Zone
 - a. Minutes for June 26, 2025
4. Consent Agenda for the Authority
 - a. Minutes for June 26, 2025
 - b. Monthly financial reports for June 30, 2025 and July 31, 2025.

5. Annual Review of Investment Policy and List of Qualified Broker/Dealers
6. FY 2025 Audit Engagement
7. Investment Report for Quarter Ending June 30, 2025
8. Affordable Housing Program
 - a. Affordable Housing Operations Campus and Related Administrative Matters
 - b. Purchase and Sale Agreement with the City of Houston Relating to Approximately 101,978 Square Feet of Real Property on Old Spanish Trail between Blythewood Street and Calhoun Road
 - c. Conveyance of 11 Tracts of Land to Heart of Houston Community Development Corporation, Inc. for Construction of Twenty-Two Duplex Affordable Housing Units
 - d. Daggett Development LLC – Single-Family Affordable Housing Development at 5635 MLK
9. Capital Improvements Program
 - a. Street Overlay and Sidewalk Program
 - i. Interlocal Agreement with City of Houston for Cleburne and Caroline Street Safety Improvements
 - b. Urban Redevelopment Plan
 - i. Pedestrian Lighting Assessment Work Order
10. Executive Director
 - a. Economic Development Strategy Report
 - b. Morgan Group Update
 - c. Affordable Housing Update
 - d. Consultant and Vendor Metrics
11. Personnel, Compensation and Review Process
12. With respect to the foregoing agenda items, the Authority may conduct an executive session with regards to the following, as appropriate and necessary:
 - a. Consultation with attorney (Section 551.071, Texas Government Code);
 - b. The purchase, exchange, lease or value of real property (Section 551.072, Texas Government Code);
 - c. Personnel matters (Section 551.074, Texas Government Code);
 - d. Security personnel or devices (Section 551.076, Texas Government Code); and
 - e. Economic development negotiations (Sections 551.087, Texas Government Code).

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

13. Adjourn



Matt Thibodeaux

Executive Director MT/ks



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ZONE CONSENT AGENDA MINUTES

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

June 26, 2025

A regular meeting of the Board of Directors (the "Board") of Reinvestment Zone Number Two, City of Houston, Texas, was held at 410 Pierce Street, First Floor Conference Room, Houston, Texas 77002 and via video conference on Thursday, June 26, 2025, at 12:30 p.m. The meeting was open to the public. The roll was called of the duly appointed members of the Board, to-wit:

<u>Pos. #</u>	<u>Name</u>	<u>Pos. #</u>	<u>Name</u>
1	Camille Foster	6	Abe Goren
2	Terence Fontaine	7	Deanea LeFlore
3	Michael Lewis	8	James Gilford
4	Michael T. Murphy	9	Zoe Middleton
5	Al Odom		

and all of the above were present in person at the meeting location except Director Foster, who was absent.

In attendance were Authority staff members Matt Thibodeaux, Kandi Schramm, Marlon Marshall, David Thomas, Kayler Williams, Vernon Williams and Madison Walkes; Jaime Giraldo and Sharita Simpo of the Midtown Management District; Barron Wallace of Bracewell LLP; Melissa Morton of The Morton Accounting Services; Rachel Ray-Welsh of Walter P. Moore; Carol Harrison of IDS Engineering; Jennifer Curley and Cedrick LaSane of the City of Houston; Jennifer Gribble of Super Neighborhood 62; Sean Haley and Bob Bradford of CCPPI; Zack Martin of Martin Construction Management and Designs, LLC; Roberta Burroughs of Roberta F. Burroughs and Associates; Amber Honsinger of The Harris Center; Mike Zientek of the Texas Department of Transportation; Jermaine Potter and Bobby Allen of Daggett Development; Janel Young of Houston Habitat for Humanity; and Jack Valinski.

In attendance via video conference were Authority staff member Sally Adame; Cynthia Alvarado, Chandler Snipe and Chrystal Davis of the Midtown Management District; Angie Gomez of CCPPI; Corey Glenn of the City of Houston; Brooke Edwards of Ryan; and Andrea Moore of Partners Real Estate.

Director Odom called the meeting to order.

MINUTES FOR APRIL 23, 2025

Director Goren made a motion to approve the minutes for April 23, 2025. The motion was seconded by Director Lewis and unanimously approved.

EXECUTIVE SESSION

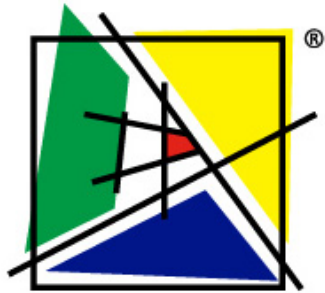
The Board did not enter a closed executive session.

ADJOURN

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

Camille Foster, Assistant Secretary

Date



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AUTHORITY CONSENT AGENDA



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AUTHORITY MINUTES

MINUTES OF THE BOARD OF DIRECTORS OF THE MIDTOWN REDEVELOPMENT AUTHORITY

June 26, 2025

A regular meeting of the Board of Directors (the "Board") of the Midtown Redevelopment Authority (the "Authority") was held at 410 Pierce Street, First Floor Conference Room, Houston, Texas 77002 and via video conference Thursday, June 26, 2025, at 12:30 p.m. The meeting agenda is attached hereto and incorporated herein. The meeting was open to the public. The roll was called of the duly appointed members of the Board, to-wit:

<u>Pos. #</u>	<u>Name</u>	<u>Pos. #</u>	<u>Name</u>
1	Camille Foster	6	Abe Goren
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5	Al Odom		

and all of the above were present in person at the meeting location except Director Foster, who was absent.

In attendance were Authority staff members Matt Thibodeaux, Kandi Schramm, Marlon Marshall, David Thomas, Kayler Williams, Vernon Williams and Madison Walkes; Jaime Giraldo and Sharita Simpo of the Midtown Management District; Barron Wallace of Bracewell LLP; Melissa Morton of The Morton Accounting Services; Rachel Ray-Welsh of Walter P. Moore; Carol Harrison of IDS Engineering; Jennifer Curley and Cedrick LaSane of the City of Houston; Jennifer Gribble of Super Neighborhood 62; Sean Haley and Bob Bradford of CCPPI; Zack Martin of Martin Construction Management and Designs, LLC; Roberta Burroughs of Roberta F. Burroughs and Associates; Amber Honsinger of The Harris Center; Mike Zientek of the Texas Department of Transportation; Jermaine Potter and Bobby Allen of Daggett Development; Janel Young of Houston Habitat for Humanity; and Jack Valinski.

In attendance via video conference were Authority staff member Sally Adame; Cynthia Alvarado, Chandler Snipe and Chrystal Davis of the Midtown Management District; Angie Gomez of CCPPI; Corey Glenn of the City of Houston; Brooke Edwards of Ryan; and Andrea Moore of Partners Real Estate.

Director Odom called the meeting to order.

PUBLIC COMMENT

There were no public comments.

CONSENT AGENDA FOR THE AUTHORITY

MINUTES FOR APRIL 23, 2025

MONTHLY FINANCIAL REPORTS FOR APRIL 30 AND MAY 31, 2025

**RATIFICATION OF HVAC REPAIR CONTRACT WITH NEVA FOR 402/410
PIERCE STREET IN THE AMOUNT OF \$137,112**

**SECOND AMENDMENT TO AMENDED AND RESTATED LEASE WITH LA
CALLE, LLC**

**ANNUAL RENEWAL OF PROFESSIONAL SERVICES AGREEMENT WITH
WALTER P MOORE**

Executive Director Matt Thibodeaux presented the Consent Agenda.

Following discussion regarding the monthly financial reports and the professional services agreement with Walter P Moore, Director Lewis made a motion to approve the Consent Agenda as presented. The motion was seconded by Director Fontaine and carried by unanimous vote.

TXDOT NORTH HOUSTON HIGHWAY IMPROVEMENT PROJECT PRESENTATION

Mike Zientek of the Texas Department of Transportation ("TxDOT") provided a project update on the I-45 North Houston Highway Improvement Project, including the status of construction on Segment 3B and the proposed design changes to the Segment 3A caps (Fannin & Wheeler/Caroline caps), which are currently being evaluated by TxDOT and the City of Houston (the "City").

AFFORDABLE HOUSING PROGRAM

**AFFORDABLE HOUSING OPERATIONS CAMPUS AND RELATED
ADMINISTRATIVE MATTERS**

PRIMARY CARE COHORT 2 PROPCO LLC OFFICE LEASE

Barron Wallace of Bracewell LLP presented the Board with a proposal to terminate the Authority's lease with Primary Care Cohort 2 PropCo LLC ("Centerwell") relating to the first floor space at One Emancipation Center. Centerwell will make a lump sum termination payment to the Authority, and the lease will terminate on July 31, 2025.

Director Goren made a motion to approve the termination of the Primary Care Cohort 2 PropCo LLC Office Lease. The motion was seconded by Director Fontaine and carried by unanimous vote.

HONEYCOMB CLINIC, LLC OFFICE LEASE

Mr. Wallace presented a proposed lease with Honeycomb Clinic, LLC for the first floor space vacated by Centerwell at One Emancipation Center.

Director Goren moved to approve the Honeycomb Clinic, LLC Office Lease. The motion was seconded by Director Fontaine and carried by majority vote, with seven Board members voting to approve the motion. Director Odom abstained from the vote.

Subsequent to the approval of these two agenda items, the Board discussed these items in a closed executive session. Upon returning to the open session, no additional action was taken on these agenda items.

IRIDIUM SPECIALTY PHARMACY, PLLC OFFICE LEASE

Mr. Wallace presented a proposed lease with Iridium Specialty Pharmacy, PLLC for space on the third floor at One Emancipation Center.

Director Goren moved to approve the Iridium Specialty Pharmacy, PLLC Office Lease. The motion was seconded by Director Middleton and carried by unanimous vote.

PURCHASE AND SALE AGREEMENT WITH THE CITY OF HOUSTON RELATING TO APPROXIMATELY 101,978 SQUARE FEET OF REAL PROPERTY ON OLD SPANISH TRAIL BETWEEN BLYTHEWOOD STREET AND CALHOUN ROAD

Barron Wallace of Bracewell LLP provided an overview of the City's proposed acquisition from the Authority of a large tract of land located on the south side of Old Spanish Trail between Blythewood Street and Calhoun Road for use as the future site of Fire Station #40. The City would like to close on the acquisition in the fall of 2025.

Director Fontaine made a motion to approve a purchase and sale agreement with the City of Houston relating to approximately 101,978 square feet of real property on Old Spanish Trail between Blythewood Street and Calhoun Road. The motion was seconded by Director Murphy and carried by majority vote, with seven Board members voting to approve the motion. Director Middleton abstained from the vote.

CONVEYANCE OF 11 TRACTS OF LAND TO HEART OF HOUSTON COMMUNITY DEVELOPMENT CORPORATION, INC. FOR CONSTRUCTION OF SINGLE-FAMILY AFFORDABLE HOMES

Cedrick LaSane, Assistant Director of the City's Housing and Community Development Department ("HCDD"), presented a request from the City for the Authority to convey to the Heart of Houston Community Housing Development Corporation, Inc. ("Heart of Houston") eleven tracts of land on Bremond Street,

McIlhenny Street and Dennis Street within the boundary of the Houston Housing Authority's Cuney Homes Choice Neighborhoods Initiative. Heart of Houston will facilitate the development of eleven single-family detached affordable homes in two phases; six tracts of land will be conveyed in the first phase and five tracts of land will be conveyed in the second phase.

Director Murphy made a motion to approve the conveyance by the Authority of eleven tracts of land located on Bremond Street, McIlhenny Street and Dennis Street within the boundary of the Houston Housing Authority's Cuney Homes Choice Neighborhoods Initiative to Heart of Houston Community Housing Development Corporation, Inc. for construction of eleven single-family detached affordable homes. The motion was seconded by Director Lewis and carried by unanimous vote.

RESERVATION OF 6 TRACTS OF LAND FOR THE CITY OF HOUSTON HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT'S NEW HOME DEVELOPMENT PROGRAM FOR CONSTRUCTION OF SINGLE-FAMILY AFFORDABLE HOMES

Mr. LaSane presented the City's request for the Authority to reserve six tracts of land on Tuam Street, Webster Street and McIlhenny Street for incorporation into HCDD's New Home Development Program ("NHDP"), which provides a subsidy of up to \$50,000 to eligible homebuyers with an income that does not exceed 80% of area median income.

Following discussion, Director Fontaine made a motion to approve the reservation of six tracts of land on Tuam Street, Webster Street and McIlhenny Street for construction of single-family affordable homes under the City of Houston Housing and Community Development Department's New Home Development Program. The motion was seconded by Director Murphy and carried by unanimous vote.

AMENDMENT TO GRANT AGREEMENT WITH HOUSTON HABITAT FOR HUMANITY, INC. RELATED TO THE MAXIMUM SALE PRICE OF FOUR SINGLE-FAMILY AFFORDABLE HOMES

Mr. Wallace noted that the Authority has entered into a grant agreement with Houston Habitat for Humanity for construction of four single-family affordable homes on four lots located on Grace and Ventura Streets. Due to the rise in construction and material costs, Houston Habitat for Humanity has requested an increase in the maximum sale prices for these four homes. This request has been approved by HCDD.

Director Fontaine made a motion to amend the grant agreement with Houston Habitat for Humanity to increase the maximum sale price of the homes located at 5818 Grace and 5051 Ventura to \$248,730 and to increase the maximum sale price of the homes located at 5820 Grace and 5049 Ventura to \$251,865.50. The

motion was seconded by Director Middleton and carried majority vote, with seven Board members voting to approve the motion. Director Goren abstained from the vote.

AMENDMENT TO GRANT AGREEMENT WITH CHANGE HAPPENS COMMUNITY DEVELOPMENT CORPORATION RELATED TO THE MAXIMUM SALE PRICE OF TWO SINGLE-FAMILY HOMES FOR A CITY OF HOUSTON HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT PROJECT

Mr. Wallace noted that the Authority has entered into a grant agreement with Change Happens Community Development Corporation (“Change Happens”) for the development of twelve single-family affordable homes on twelve lots at a maximum sale price of \$220,965. Change Happens has entered into a separate agreement with the City for the development and sale of ten homes to eligible homebuyers with an income that does not exceed 80% of area median income. Change Happens has requested an increase in the maximum sale price of two homes that it will construct at 3317 Beulah Street and 3325 Beulah Street so that it can utilize these lots to satisfy its agreement with the City. This request has been approved by HCDD.

Director Murphy made a motion to amend the grant agreement with Change Happens Community Development Corporation to increase the maximum sale price of the homes located at 3317 Beulah Street and 3325 Beulah Street to \$240,000 in connection with a City of Houston Housing and Community Development Department project. The motion was seconded by Director Goren and carried by unanimous vote.

DAGGETT DEVELOPMENT LLC – SINGLE-FAMILY AFFORDABLE HOUSING DEVELOPMENT 5635 MLK BLVD.

This agenda item was discussed in a closed executive session. Upon returning to the open session, no action was taken on this agenda item.

INTERLOCAL AGREEMENT WITH THE HARRIS CENTER FOR MENTAL HEALTH AND IDD

Amber Honsinger, Program Director of The Harris Center for Mental Health and IDD, provided an overview of a twelve-month pilot program to deliver behavioral health support, clinical engagement, case management and care coordination services to unhoused individuals in Midtown for the purpose of connecting participants to essential healthcare and housing services and supporting long-term stability and recovery through the Chronic Consumer Assistance Program-Midtown. This targeted initiative is a collaboration between the Authority, The Harris Center, Harris County Constable Precinct 7 and SEARCH Homeless Services designed to identify and support unhoused individuals within Midtown who have unmet behavioral health and/or substance use needs.

Following discussion, Director Murphy made a motion to approve the interlocal agreement with The Harris Center for Mental Health and IDD related to the implementation of a twelve-month pilot program to deliver behavioral health support, clinical engagement, case management and care coordination services to unhoused individuals in Midtown. The motion was seconded by Director Goren and carried by unanimous vote.

CAPITAL IMPROVEMENTS PROGRAM

STREET OVERLAY AND SIDEWALK PROGRAM

DESIGN PHASE WORK ORDER

Marlon Marshall, Sr. Director of Engineering and Strategic Development, presented a proposal from The Goodman Corporation for design phase services for the street overlay and sidewalk improvements on Caroline Street from Wheeler Avenue to Hermann Drive and Cleburne Street from Main Street to La Branch Street.

Following discussion, Director Goren made a motion to approve the proposal with The Goodman Corporation in the amount of \$347,477 for design phase services for the street overlay and sidewalk improvements on Caroline Street from Wheeler Avenue to Hermann Drive and Cleburne Street from Main Street to La Branch Street. The motion was seconded by Director Murphy and carried by unanimous vote.

URBAN REDEVELOPMENT PLAN

Mr. Marshall presented updates regarding Midtown developer engagement workshop recommendations and partnership programs with the Midtown Management District and the City.

DEVELOPMENT AGREEMENTS

This agenda item was discussed in a closed executive session. Upon returning to the open session, no action was taken on this agenda item.

EXECUTIVE DIRECTOR

ECONOMIC DEVELOPMENT STRATEGY REPORT

MORGAN GROUP UPDATE

AFFORDABLE HOUSING UPDATE

Mr. Thibodeaux provided updates regarding potential meetings with The Morgan Group, H-E-B, Sprouts and Trader Joe's regarding the vacant Whole Foods space and other economic development opportunities in Midtown. Mr. Thibodeaux noted that due to federal funding cuts, one of the One Emancipation Center tenants was unable to continue paying rent and has vacated its space. The Authority's real estate broker for One Emancipation Center is exploring other opportunities for leasing this space.

PERSONNEL, COMPENSATION AND REVIEW PROCESS

This agenda item was discussed in a closed executive session. Upon returning to the open session, no action was taken on this agenda item.

EXECUTIVE SESSION

The Board entered a closed executive session for this meeting at 2:30 p.m. to confer with its attorneys and discuss the personnel, compensation and review process pursuant to Sections 551.071 and 551.074, Texas Government Code. The Board returned to open session at 4:15 p.m. No action was taken upon reconvening in open session.

ADJOURN

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

Camille Foster, Assistant Secretary

Date

AGENDA OF JUNE 26, 2025

[attached]

DRAFT



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

**TO: THE BOARD OF DIRECTORS OF THE MIDTOWN REDEVELOPMENT AUTHORITY AND
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4. Consent Agenda for the Authority
 - a. Minutes for April 23, 2025
 - b. Monthly financial reports for April 30, 2025 and May 31, 2025
 - c. Ratification of HVAC Repair Contract with NEVA for 402/410 Pierce in the amount of \$137,112
 - d. Second Amendment to Amended and Restated Lease with La Calle, LLC

- e. Annual renewal of Professional Services Agreement with Walter P Moore
- 5. TxDOT North Houston Highway Improvement Project Presentation
- 6. Affordable Housing Program
 - a. Affordable Housing Operations Campus and Related Administrative Matters
 - i. Primary Care Cohort 2 PropCo LLC Office Lease
 - ii. Honeycomb Clinic, LLC Office Lease
 - iii. Iridium Specialty Pharmacy, PLLC Office Lease
 - b. Purchase and Sale Agreement with the City of Houston Relating to Approximately 101,978 Square Feet of Real Property on Old Spanish Trail between Blythewood Street and Calhoun Road
 - c. Conveyance of 11 Tracts of Land to Heart of Houston Community Development Corporation, Inc. for Construction of Single-Family Affordable Homes
 - d. Reservation of 6 Tracts of Land for the City of Houston Housing and Community Development Department's New Home Development Program for Construction of Single-Family Affordable Homes
 - e. Amendment to Grant Agreement with Houston Habitat for Humanity, Inc. related to the Maximum Sale Price of Four Single-Family Affordable Homes
 - f. Amendment to Grant Agreement with Change Happens Community Development Corporation related to the Maximum Sale Price of Two Single-Family Homes for a City of Houston Housing and Community Development Department Project
 - g. Daggett Development LLC – Single-Family Affordable Housing Development at 5635 MLK
- 7. Interlocal Agreement with The Harris Center for Mental Health and IDD
- 8. Capital Improvements Program
 - a. Street Overlay and Sidewalk Program
 - i. Design Phase Work Order
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 - i. Developer Agreements
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 - 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.

- 12. Adjourn


Matt Thibodeaux

Executive Director MT/ks

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FINANCIALS

Midtown Redevelopment Authority

Profit & Loss

July 2025

	Jul 25
Ordinary Income/Expense	
Income	
400000 · Revenue & Support	
400025 · Interest-Debt Service & Reserve	26,082.46
400026 · Interest-Other Bond Funds	18.95
400029 · Interest - Affordable Housing	42,288.76
400030 · Interest-Operating Funds	92,083.16
400031 · Interest Income	5,723.55
400040 · 3131 EMANCIPATION	6,455.67
400041 · Affordable Housing Apts Units	12,547.14
400042 · 402 & 410 Tenant Inome	16,525.17
Total 400000 · Revenue & Support	201,724.86
40010 · Other Revenue	
400441 · Bagby Park Kiosk Lease	3,800.00
Total Income	205,524.86
Gross Profit	205,524.86
Expense	
500000 · BOND FUND EXPENSES	
504000 · Projects & Expenses	
500015 · T-0222 Street Rehab	60,987.00
Total 504000 · Projects & Expenses	60,987.00
Total 500000 · BOND FUND EXPENSES	60,987.00
510000 · INCREMENT PROJECTS/EXPENSE	
510008 · T-0220 Afford Housing Land Bnk	
510017 · T-0220 Drainage Fees	389.28
512001 · T-0220 Aff Hous Expense	1,242.60
512003 · Operations Center	68,549.90
Total 510008 · T-0220 Afford Housing Land Bnk	70,181.78
510019 · T-0214 Caroline St	3,500.00
510041 · CIP Program Expenses	500.00
510045 · T-0224 HTC I - Bldg Maintenance	37,211.52
510046 · T-0221 Midtown Pk	393.07
510102 · HMAAC Interest Expense	1,495.69
510400 · Kiosk at Bagby Park	3,400.00
510534 · T-0225 Mobility & Pedest Imprv	34,911.46
Total 510000 · INCREMENT PROJECTS/EXPENSE	151,593.52
550000 · General & Admin. Expense	
550002 · Contract Labor	4,779.00
550003 · Rent Expense	900.00
550004 · Salaries	226,412.18
550006 · Advertising & Promotions	3,750.00
550007 · Courier Service	247.10
550009 · Misc Exp	661.56
550010 · Telephone & Utilities	1,346.22

No assurance is provided on these financial statements

Midtown Redevelopment Authority

Profit & Loss

July 2025

	Jul 25
550022 · Bank Charges & Fees	2,521.85
550025 · Professional Services	2,330.00
550029 · Admin Insurance	123.78
550030 · Planning Consultants	15,875.20
550034 · Equip Rent & Lease Expense	718.08
550037 · Workman's Comp Insurance	605.86
550038 · Insurance - All	24,740.61
550039 · Computers & Repairs & Maint	2,064.35
550040 · Repair & Maintenance	2,436.86
550045 · Payroll Fees	2,662.99
Total 550000 · General & Admin. Expense	292,175.64
Total Expense	504,756.16
Net Ordinary Income	-299,231.30
Net Income	-299,231.30

Midtown Redevelopment Authority

Balance Sheet

As of July 31, 2025

	Jul 31, 25
ASSETS	
Current Assets	
Checking/Savings	
101001 · Wells Fargo Ope Acctg 64040	240,871.72
101002 · Infrastructure Projects 1731	176,900.81
101003 · Texas Capital Operating x 6020	52,364.85
101004 · Texas Capital MM x 6052	562,457.21
101010 · WF Surplus Acct 63943	5,317,408.90
101020 · WF FTA Enhanced Path 63919	61.79
101030 · Wells Fargo 1094	365,196.20
102200 · Logic Operating Account	22,298,304.85
103200 · TexStar Operating Acct 1111	8,009.16
103600 · Wells Fargo Oper Inves 63901	307.13
103700 · WF Operating Saving 3215777180	46,134.15
104000 · Affordable Housing Accounts	
104021 · WF Afford Hous 3927	4,630,861.52
104022 · WF Pilot Program 3935	354.02
104024 · Texas Capital AH Ops x 6028	27,152.55
104025 · Texas Capital AH MM x 6036	175,642.15
104116 · TexStar Aff. Hsng MM 1800	2,320.58
104200 · Logic Affordable Housing	10,687,108.04
1044000 · Wells Fargo NAI - 2259	343,282.23
Total 104000 · Affordable Housing Accounts	15,866,721.09
105000 · Trustee Investments	
105001 · Pledge Revenue Fund 422885	93,989.29
105002 · Debt Service Fund	6,036,698.28
105003 · Reserve Fund 422897	7,209,059.27
105009 · Austin Park Maint. Fund 422919	4,040.28
107000 · BOND FUNDS	5,082.39
Total 105000 · Trustee Investments	13,348,869.51
Total Checking/Savings	58,283,607.37
Accounts Receivable	2,351,466.73
Other Current Assets	1,662.76
Total Current Assets	60,636,736.86
Fixed Assets	
150000 · Fixed Assets	
150010 · Office Furniture & Equipment	68,129.62
150011 · Accumulated Depreciation-Furn.	-56,516.45
150020 · Computer Equipment	62,956.03
150021 · Accumulated Depreciation-Comp.	-44,073.36
150040 · Land - JPI Park	736,911.00
150045 · Walgreens/Lui Park Land	141,000.00
150062 · Land - Houston Tech.Center I	798,053.89
150063 · Houston Tech Center I	2,676,862.62
150064 · Accm Deprec-Houston Tech Cntr I	-2,676,862.62
150065 · Land - HTC Phase II	697,219.00
150066 · Houston Tech Center II	3,093,968.62
150067 · Accum.Deprec. HTC Phase I	-2,704,503.91
150069 · Land - Bagby Park	1,318,870.15
150070 · BagbyPark	2,453,218.83
150071 · Accum.Deprec. BagbyPark	-1,886,622.81

No assurance is provided no these financial statements

Midtown Redevelopment Authority

Balance Sheet

As of July 31, 2025

	Jul 31, 25
150075 · Midtown Park 2905 Travis St	3,506,306.26
150078 · Midtown Park Land-Tracts I & II	4,416,996.74
1500783 · Accum Deprec-Works of Art	-310,838.65
1500784 · Acc Depr Office Housng & Garage	-2,564,957.34
1500785 · Accum Depreciation - Bagby Park	-314,936.60
150078A · Midtown (Superblock) Garage	13,784.20
150078B · Midtown (Superblock) Park	5,299,848.40
150078C · Midtown Garage - Depreciable As	
1500781 · Acc Depre - Midtown Garage	-3,465,734.32
150078C · Midtown Garage - Depreciable As - ...	23,104,895.00
Total 150078C · Midtown Garage - Depreciable As	19,639,160.68
150078D · Midtown Park - Depreciable Asse	
1500782 · Acc Depre Midtown Park	-4,879,719.06
150078D · Midtown Park - Depreciable Asse - ...	19,094,553.00
Total 150078D · Midtown Park - Depreciable Asse	14,214,833.94
150078E · Land - Operations Center	1,002,054.00
150078H · Midtown Park - Depr Asse 2&3	5,506,202.00
150078I · Bagby Park - Depr Asset (2020)	1,049,784.00
150078J · Opration Center Dep Asset	27,074,672.44
150078K · Midtown Park -Placed in Service	-5,506,202.00
150079B · Works of Art - Donated	1,137,027.00
150080 · Land (Resale)	
150081 · Earnest Money	-15,946.09
150082 · Option Fees	5,000.00
150803 · Affordable Housing Legal	103,280.05
150804 · Affordable Housing Misc	756,345.80
150805 · AFFORD HOUS GRANTS	126,750.28
150080 · Land (Resale) - Other	34,579,600.93
Total 150080 · Land (Resale)	35,555,030.97
150080A · Land Held for Resale	-10,723,654.68
150089 · Land HMAAC (Land)	1,206,150.00
150090 · HMAAC Property	918,850.00
150091 · Accum Depr HMAAC	-673,823.80
150098 · Rice-Ion Garage Asset	56,900,000.00
150099 · Accum Depr - ION Parking Garage	-1,517,333.00
150100 · 2800 MAIN	317,069.93
150782A · Acc Depr Midtown Park Phase 2-3	-1,055,355.07
150000 · Fixed Assets - Other	-546,027.24
Total 150000 · Fixed Assets	159,223,252.79
Total Fixed Assets	159,223,252.79
Other Assets	
180500 · Leases	
180510 · Lease Receivable	6,316,207.74
180530 · Deferred Inflow	-5,787,157.19
Total 180500 · Leases	529,050.55
Total Other Assets	529,050.55
TOTAL ASSETS	220,389,040.20

No assurance is provided no these financial statements

Midtown Redevelopment Authority

Balance Sheet

As of July 31, 2025

	Jul 31, 25
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	150,872.84
Other Current Liabilities	
200001 · Current Liabilities	
200005 · Accrued Expenses	1,295,063.05
201001 · MIDCORP Kiosk	-25,776.98
202000 · Project Fund Liabilities	18,578.35
2022100 · Security Deposit - Office Rent	11,449.89
200001 · Current Liabilities - Other	13,800.00
Total 200001 · Current Liabilities	1,313,114.31
200006 · Property Tax Liability	125,410.82
203500 · Prepaid Rental Income Liab	11,292.06
205000 · Current Loan Liabilities	4,505,000.00
25000 · Retainage Payable	3,500.00
Total Other Current Liabilities	5,958,317.19
Total Current Liabilities	6,109,190.03
Long Term Liabilities	
210000 · Long Term Liabilities	
210050 · Bond Payable Series 2017	32,625,000.00
210061 · Series 2017 Bond Premium	2,600,121.00
210063 · Series 2020 Bond Premium	1,256,000.00
210064 · Bonds Payable Series 2020	6,410,000.00
210065 · Bonds Payable Series 2022	19,595,000.00
Total 210000 · Long Term Liabilities	62,486,121.00
210400 · ION Garage	
210401 · ION Deferred Tax Increment	1,818,908.00
210402 · ION Unearned Concession Fee	1,613,773.00
210403 · ION Garage - Reversion of Rice	34,329,667.00
Total 210400 · ION Garage	37,762,348.00
Total Long Term Liabilities	100,248,469.00
Total Liabilities	106,357,659.03
Equity	
1110 · Retained Earnings	114,330,612.47
Net Income	-299,231.30
Total Equity	114,031,381.17
TOTAL LIABILITIES & EQUITY	220,389,040.20

Midtown Redevelopment Authority
Operating Disbursements
As of August 15, 2025

Date	Num	Name	Memo	Credit
101003 · Texas Capital Operating x 6020				
07/23/2025	11934	Midtown Parks Conserv...	Reimbursements	9,000.00
07/23/2025	11935	Goode Systems & Cons...	Annual Subscription Prorated until renewal date on May 3...	64.35
07/23/2025	11936	Kelan Darrion Wright	15.75 Hrs @ \$12.00/Hour	189.00
07/23/2025	11937	Lion Heart	Project Expenses	9,913.70
07/23/2025	11938	Medley	Monthly Retainers -May 2025	375.20
07/23/2025	11939	Tykeria Lundy	27.75 Hours @ \$12.00/Hour	333.00
07/23/2025	11940	WILLIAMS SCOTSMAN...	Customer # 10460287 Rental Period 06.01.2025 - 06.30....	352.78
07/23/2025	11941	Zamorah Morton	27 Hrs @ \$12/Hour	324.00
07/25/2025	ACH	G&A Partners	PR 07/25/2025	103,878.85
07/28/2025	11942	Schindler Elevator Corp...	Elevator Repair - CRIP Board Replacement	3,143.00
07/30/2025	11943	Goode Technology Group	IT Services	2,000.00
07/30/2025	11944	Padron Design Studio L...	MRA Marketing Retainer July 2025	3,750.00
07/30/2025	11945	Kelan Darrion Wright	24.5 Hrs @ \$12.00/Hour	294.00
07/30/2025	11946	Midtown Parks Conserv...	Tenant Income January 2025 - June 2025 Building 402 & ...	95,130.30
07/30/2025	11947	Midtown Scouts Square ...	Contract Parking Spaces - 12 August 2025	900.00
07/30/2025	11948	MLN Service Company	Repair of Domestic Water Tap June 2025	15,580.00
07/30/2025	11949	The Morton Accounting ...	June 2025 CPA Services	28,534.07
07/30/2025	11950	Tykeria Lundy	22.25 Hours @ \$12.00/Hour	267.00
07/30/2025	11951	Zamorah Morton	27 Hrs @ \$12/Hour	324.00
07/30/2025	11952	Midtown Parks Conserv...	Reimbursement	1,469.98
07/30/2025	11953	Midtown Parks Conserv...	MRA Reimbursable Expenses for WF CC Charges July 1 ...	661.56
07/30/2025	11954	Midtown Parks Conserv...	Kiosk Sales Percentage Rent - January - December 2024	39,461.82
07/30/2025	ACH	Reliant Energy	402 PIERCE ST - 75237953-7 JULY 2025	6,370.73
07/30/2025	ACH	Reliant Energy	410 PIERCE STREET - 75237956-0 JULY 2025	5,090.61
08/06/2025	11955	Amanda Hansen Group	Crisis Communications and Public Relations Retainer - Ju...	15,500.00
08/06/2025	11956	Comcast	410 SERVICE Ste #355 to AUGUST 29, 2025	278.51
08/06/2025	11957	Condor Express Deliver...	Delivery & Delivery Return July 2025	247.10
08/06/2025	11958	Elite Construction and E...	Elite Construction Pay Application 04.04.2025 - 07.29.2025	3,500.00
08/06/2025	11959	Equi-Tax, Inc.	MontlyConsultation Service fee per contract August 2025	500.00
08/06/2025	11960	Kelan Darrion Wright	29.25 Hrs @ \$12.00/Hour	351.00
08/06/2025	11961	NEVA Corporation	Air Conditioning	21,101.45
08/06/2025	11962	Schindler Elevator Corp...	VOID: E1 (TK Unit) Elevator in 410 Pierce Street	
08/06/2025	11963	The Goodman Corporati...	MID 126 -July 2025	56,982.00
08/06/2025	11964	Tykeria Lundy	39 Hours @ \$12.00/Hour	468.00
08/06/2025	11965	Zamorah Morton	37 Hrs @ \$12/Hour	444.00
08/06/2025	11966	Schindler Elevator Corp...	VOID: E2 (Schlinder Unit) Elevator in 402 Pierce Street	
08/06/2025	11967	The Goodman Corporati...	Consulting	17,465.13
08/07/2025	11968	Schindler Elevator Corp...	E1 (TK Unit) Elevator in 410 Pierce Street	11,187.50
08/07/2025	11969	Schindler Elevator Corp...	E2 (Schlinder Unit) Elevator in 402 Pierce Street	10,795.50
08/13/2025	11970	Gauge Engineering	Project 1251 Work Order No. 1 Through June 27, 2025	17,446.33
08/13/2025	11971	Kelan Darrion Wright	15.5 Hrs @ \$12.00/Hour	186.00
08/13/2025	11972	MLN Service Company	Flange Repairs July 2025	886.86
08/13/2025	11973	Padron Design Studio L...	MRA Marketing Retainer August 2025	3,750.00
08/13/2025	11974	THR Enterprises, Inc.	Cleaning Services -July 2025	1,550.00
08/13/2025	11975	TKE Elevators	Elevator Service Houston (Downtown) Remaining Payme...	545.05
08/13/2025	11976	TLC Engineering, Inc.	Caroline Street Remedial Drainage Project WBS No N-T0...	10,455.00
08/13/2025	11977	Tykeria Lundy	22 Hours @ \$12.00/Hour	264.00
08/13/2025	11978	Walter P. Moore	Engineering	6,335.00
08/13/2025	11979	WILLIAMS SCOTSMAN...	Customer # 10460287 Rental Period 08.01.2025 - 08.31....	352.78
08/13/2025	11980	Wulfe & Co.	Consulting for Bagby Park and Midown Park -July 2025	3,400.00
08/13/2025	11981	Zamorah Morton	18 Hrs @ \$12/Hour	216.00
Total 101003 · Texas Capital Operating x 6020				511,615.16
TOTAL				511,615.16

Midtown Redevelopment Authority
Affordable Housing Disbursements

As of August 15, 2025

Date	Num	Name	Memo	Credit
104000 · Affordable Housing Accounts				
104024 · Texas Capital AH Ops x 6028				
07/22/2025	ACH	City of Houston - Water	155065	27.28
07/22/2025	ACH	City of Houston - Water	155065	30.20
07/22/2025	ACH	City of Houston - Water	155065	25.62
07/22/2025	ACH	City of Houston - Water	155065	8.40
07/22/2025	ACH	City of Houston - Water	155065	25.62
07/22/2025	ACH	City of Houston - Water	155065	29.85
07/22/2025	ACH	City of Houston - Water	155065	25.62
07/23/2025	5094	Roberta F. Burroughs & Asso...	Project: Midtown Affordable Housing Plan - Impl Svcs For June ...	8,000.00
07/24/2025	ACH	City of Houston - Water	155065	155.64
07/24/2025	ACH	City of Houston - Water	155065	30.57
07/24/2025	ACH	City of Houston - Water	155065	30.48
07/30/2025	5096	CCPPI	Mldtown Affordable Housing Plan Grant May 2025	119,083.33
07/30/2025	5097	CCPPI	Mldtown Affordable Housing Plan Grant June 2025	119,083.33
07/30/2025	5098	Four Eleven LLC	Landscape Services June 2025	28,405.15
08/06/2025	5099	American Fence Company, Inc.		1,432.20
08/06/2025	5100	Smith & Company Architects, L...	Architects - Permit Drawings & Reimbursements December 31, ...	2,750.00
08/06/2025	5101	Vergel Gay & Associates LLC	Project Mgt Sevices Emancipation Bld Tenant Impr Proj May/Ju...	1,320.00
08/13/2025	5102	American Fence Company, Inc.	U31619 308 ft 2502 Napoleon St 07.30.25 - 08.29.25	246.40
Total 104024 · Texas Capital AH Ops x 6028				280,709.69
Total 104000 · Affordable Housing Accounts				280,709.69
TOTAL				280,709.69

Midtown Redevelopment Authority

Profit & Loss

July 2024 through June 2025

Jul '24 - Jun 25

Ordinary Income/Expense

Income

400000 · Revenue & Support	
400007 · HISD PASS THROUGH	3,906,030.39
400009 · City of Houston Tax Increment	12,152,642.78
400010 · HISD Tax Increment	1,202,060.84
400012 · HCC	2,003,696.29
400023 · HTC Build Out Reimbursement	224,790.87
400025 · Interest-Debt Service & Reserve	347,315.71
400026 · Interest-Other Bond Funds	235.67
400029 · Interest - Affordable Housing	360,102.82
400030 · Interest-Operating Funds	960,596.59
400031 · Interest Income	79,948.33
400040 · 3131 EMANCIPATION	1,038,259.62
400041 · Affordable Housing Apts Units	95,221.22
400042 · 402 & 410 Tenant Income	197,232.32
Total 400000 · Revenue & Support	22,568,133.45
40010 · Other Revenue	934,818.91
400441 · Bagby Park Kiosk Lease	84,861.52
450000 · Gain/Loss from Sale of Land	-3,506,329.39
Total Income	20,081,484.49

Gross Profit

20,081,484.49

Expense

500000 · BOND FUND EXPENSES	
504000 · Projects & Expenses	
500007 · T-0234 Parks and Open Space	4,753.50
500015 · T-0222 Street Rehab	30,871.49
500021 · T-0203 Entry Portals	750.00
500412 · T-0239 Brazos St Recon	26,478.47
Total 504000 · Projects & Expenses	62,853.46
Total 500000 · BOND FUND EXPENSES	62,853.46
510000 · INCREMENT PROJECTS/EXPENSE	
510008 · T-0220 Afford Housing Land Bnk	3,447,773.42
510019 · T-0214 Caroline St	78,425.25
510024 · T-0204 Infrastruc/Street Lights	188,432.42
510040 · Developer Reimbursement	1,046,479.23
510041 · CIP Program Expenses	82,917.75
510043 · T-0234 Parks & Open Space & Mob	223,586.95
510045 · T-0224 HTC I - Bldg Maintenance	197,674.74
510046 · T-0221 Midtown Pk	162,184.31
510048 · T-0240 Acquisitions Block 442	38,430.07
510053 · T-0233 Midtown Garage	15,393.37
510096 · T-0207 Opr of Zone Prj Faciliti	1,919,633.76
510102 · HMAAC Interest Expense	15,822.81
510103 · Camden Interest	4,429.50
510400 · Kiosk at Bagby Park	47,610.80
510534 · T-0225 Mobility & Pedest Imprv	131,336.34

No assurance is provided on these financial statements

Midtown Redevelopment Authority

Profit & Loss

July 2024 through June 2025

	Jul '24 - Jun 25
510536 · T-0248 Tuam Street	300.00
510700 · Municipal Services Costs	730,000.00
Total 510000 · INCREMENT PROJECTS/EXPENSE	8,330,430.72
550000 · General & Admin. Expense	
550002 · Contract Labor	38,379.31
550003 · Rent Expense	11,700.00
550004 · Salaries	1,781,344.36
550007 · Courier Service	3,065.70
550008 · Office Supply & Expense	24,624.24
550009 · Misc Exp	2,162.13
550010 · Telephone & Utilities	10,646.90
550012 · Postage	1,604.39
550022 · Bank Charges & Fees	29,129.35
550023 · Trust Expenses	13,508.00
550025 · Professional Services	72,675.95
550026 · Accounting Consultants	166,428.61
550027 · Financial Audit	47,000.00
550028 · Legal Consultants	541,854.81
550029 · Admin Insurance	80.89
550030 · Planning Consultants	254,030.22
550031 · HTC Bldg Maintenance	4,415.33
550032 · Engineering Consultants	66,649.96
550033 · Professional Fees/Other Consult	78,055.00
550034 · Equip Rent & Lease Expense	10,599.62
550036 · Licenses & Fees	1,581.37
550037 · Workman's Comp Insurance	5,312.54
550038 · Insurance - All	761,286.67
550039 · Computers & Repairs & Maint	62,141.09
550040 · Repair & Maintenance	44,424.56
550045 · Payroll Fees	27,312.60
550050 · Depreciation Expense	1,552,247.31
550052 · Depre Expense-Midtown Park	636,485.10
550053 · Deprec Expense-Works of Art	44,281.08
550054A · Depre Expense Operations Cnt	742,464.03
550058 · Travel	8,196.13
550065 · Training and Conferences	4,777.86
551001 · MIDCROP	57,861.82
Total 550000 · General & Admin. Expense	7,106,326.93
550051 · Dep Exp - Midtown Park/Garage	462,097.80
55052A · Dep Exp Midtown Park Phase 2&3	183,540.07
600000 · Bond Related Expenses	
550055 · Amort Bond Prem	-446,762.00
560040 · 2015 Bond Int Expense	66,125.00
560041 · 2017 Bond Int Expense	1,678,750.00
560042 · 2020 Bond Int Exp	335,675.00
560045 · 2022 Bond Int Expense	670,550.91
Total 600000 · Bond Related Expenses	2,304,338.91
66900 · Reconciliation Discrepancies	1.01
999999 · SUSPENSE	125,000.00
Total Expense	18,574,588.90
Net Ordinary Income	1,506,895.59

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Midtown Redevelopment Authority

Profit & Loss

July 2024 through June 2025

	Jul '24 - Jun 25
Other Income/Expense	
Other Expense	
59000 Other Expense	814,505.91
Total Other Expense	814,505.91
Net Other Income	-814,505.91
Net Income	692,389.68

Midtown Redevelopment Authority
Balance Sheet
As of June 30, 2025

	Jun 30, 25
ASSETS	
Current Assets	
Checking/Savings	
101001 · Wells Fargo Ope Acctg 64040	377,149.86
101002 · Infrastructure Projects 1731	176,798.67
101003 · Texas Capital Operating x 6020	34,386.39
101004 · Texas Capital MM x 6052	246,604.62
101010 · WF Surplus Acct 63943	9,218,404.95
101020 · WF FTA Enhanced Path 63919	61.76
101030 · Wells Fargo 1094	549,212.65
102200 · Logic Operating Account	23,214,018.57
103200 · TexStar Operating Acct 1111	7,980.03
103600 · Wells Fargo Oper Inves 63901	306.95
103700 · WF Operating Saving 3215777180	46,107.51
104000 · Affordable Housing Accounts	
104021 · WF Afford Hous 3927	724,121.72
104022 · WF Pilot Program 3935	353.82
104024 · Texas Capital AH Ops x 6028	28,357.80
104025 · Texas Capital AH MM x 6036	534,399.74
104116 · TexStar Aff. Hsng MM 1800	2,312.19
104200 · Logic Affordable Housing	10,647,232.35
1044000 · Wells Fargo NAI - 2259	405,376.46
Total 104000 · Affordable Housing Accounts	12,342,154.08
105000 · Trustee Investments	
105001 · Pledge Revenue Fund 422885	88,278.08
105002 · Debt Service Fund	7,357,030.60
105003 · Reserve Fund 422897	7,182,976.81
105009 · Austin Park Maint. Fund 422919	4,027.94
107000 · BOND FUNDS	5,063.44
Total 105000 · Trustee Investments	14,637,376.87
Total Checking/Savings	60,850,562.91
Accounts Receivable	2,353,824.36
Other Current Assets	1,662.76
Total Current Assets	63,206,050.03
Fixed Assets	
150000 · Fixed Assets	
150010 · Office Furniture & Equipment	68,129.62
150011 · Accumulated Depreciation-Furn.	-56,516.45
150020 · Computer Equipment	62,956.03
150021 · Accumulated Depreciation-Comp.	-44,073.36
150040 · Land - JPI Park	736,911.00
150045 · Walgreens/Lui Park Land	141,000.00
150062 · Land - Houston Tech.Center I	798,053.89
150063 · Houston Tech Center I	2,676,862.62
150064 · Accm Deprec-Houston Tech Cntr I	-2,676,862.62
150065 · Land - HTC Phase II	697,219.00
150066 · Houston Tech Center II	3,093,968.62
150067 · Accum.Deprec. HTC Phase I	-2,704,503.91
150069 · Land - Bagby Park	1,318,870.15
150070 · BagbyPark	2,453,218.83
150071 · Accum.Deprec. BagbyPark	-1,886,622.81

No assurance is provided no these financial statements

Midtown Redevelopment Authority

Balance Sheet

As of June 30, 2025

	Jun 30, 25
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150078 · Midtown Park Land-Tracts I & II	4,416,996.74
1500783 · Accum Deprec-Works of Art	-310,838.65
1500784 · Acc Depr Office Housng & Garage	-2,564,957.34
1500785 · Accum Depreciation - Bagby Park	-314,936.60
150078A · Midtown (Superblock) Garage	13,784.20
150078B · Midtown (Superblockj) Park	5,299,848.40
150078C · Midtown Garage - Depreciable As	
1500781 · Acc Depre - Midtown Garage	-3,465,734.32
150078C · Midtown Garage - Depreciable As - Oth...	23,104,895.00
Total 150078C · Midtown Garage - Depreciable As	19,639,160.68
150078D · Midtown Park - Depreciable Asse	
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150078D · Midtown Park - Depreciable Asse - Other	19,094,553.00
Total 150078D · Midtown Park - Depreciable Asse	14,214,833.94
150078E · Land - Operations Center	1,002,054.00
150078H · Midtown Park - Depr Assc 2&3	5,506,202.00
150078I · Bagby Park - Depr Asset (2020)	1,049,784.00
150078J · Opration Center Dep Asset	27,074,672.44
150078K · Midtown Park -Placed in Service	-5,506,202.00
150079B · Works of Art - Donated	1,137,027.00
150080 · Land (Resale)	
150081 · Earnest Money	-15,946.09
150082 · Option Fees	5,000.00
150803 · Affordable Housing Legal	103,280.05
150804 · Affordable Housing Misc	756,345.80
150805 · AFFORD HOUS GRANTS	126,750.28
150080 · Land (Resale) - Other	34,579,600.93
Total 150080 · Land (Resale)	35,555,030.97
150080A · Land Held for Resale	-10,723,654.68
150089 · Land HMAAC (Land)	1,206,150.00
150090 · HMAAC Property	918,850.00
150091 · Accum Depr HMAAC	-673,823.80
150098 · Rice-Ion Garage Asset	56,900,000.00
150099 · Accum Depr - ION Parking Garage	-1,517,333.00
150100 · 2800 MAIN	317,069.93
150782A · Acc Depr Midtown Park Phase 2-3	-1,055,355.07
150000 · Fixed Assets - Other	-546,027.24
Total 150000 · Fixed Assets	159,223,252.79
Total Fixed Assets	159,223,252.79
Other Assets	
180500 · Leases	
180510 · Lease Receivable	6,316,207.74
180530 · Deferred Inflow	-5,787,157.19
Total 180500 · Leases	529,050.55
Total Other Assets	529,050.55
TOTAL ASSETS	222,958,353.37

No assurance is provided no these financial statements

Midtown Redevelopment Authority

Balance Sheet

As of June 30, 2025

	Jun 30, 25
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	791,654.22
Other Current Liabilities	
200001 · Current Liabilities	
200005 · Accrued Expenses	1,295,063.05
201001 · MIDCORP Kiosk	-25,776.98
202000 · Project Fund Liabilities	18,578.35
2022100 · Security Deposit - Office Rent	11,449.89
204000 · HMAAC NOTE - CURRENT	308,968.17
200001 · Current Liabilities - Other	13,800.00
Total 200001 · Current Liabilities	1,622,082.48
200006 · Property Tax Liability	125,410.82
203500 · Prepaid Rental Income Liab	11,292.06
205000 · Current Loan Liabilities	
210048 · Current Portion Bonds Payable	4,505,000.00
Total 205000 · Current Loan Liabilities	4,505,000.00
25000 · Retainage Payable	3,500.00
Total Other Current Liabilities	6,267,285.36
Total Current Liabilities	7,058,939.58
Long Term Liabilities	
210000 · Long Term Liabilities	
210050 · Bond Payable Series 2017	32,625,000.00
210060 · Accrued Bond Interst 2020	158,900.00
210061 · Series 2017 Bond Premium	2,600,121.00
210062 · Accrued Bond Interest Series 17	830,687.50
210063 · Series 2020 Bond Premium	1,256,000.00
210064 · Bonds Payable Series 2020	6,410,000.00
210065 · Bonds Payable Series 2022	19,595,000.00
210066 · Accrued Bond Interest 2022	330,744.82
Total 210000 · Long Term Liabilities	63,806,453.32
210400 · ION Garage	
210401 · ION Deferred Tax Increment	1,818,908.00
210402 · ION Unearned Concession Fee	1,613,773.00
210403 · ION Garage - Reversion of Rice	34,329,667.00
Total 210400 · ION Garage	37,762,348.00
Total Long Term Liabilities	101,568,801.32
Total Liabilities	108,627,740.90
Equity	
1110 · Retained Earnings	113,638,222.79
Net Income	692,389.68
Total Equity	114,330,612.47
TOTAL LIABILITIES & EQUITY	222,958,353.37

No assurance is provided no these financial statements

Midtown Redevelopment Authority
Operating Disbursements
As of July 21, 2025

Date	Num	Name	Memo	Credit
101003 · Texas Capital Operating x 6020				
06/25/2025	11886	Bracewell LLP	Legal Services	42,595.00
06/25/2025	11887	CENTERPOINT ENER...	Streetlight Install/Remove June 12, 2025	187,725.00
06/25/2025	11888	FordMomentum LLC	COMMS PLANNING JUNE 2025	5,000.00
06/25/2025	11889	Goode Systems & Cons...	Technology	4,311.00
06/25/2025	11890	Jeremy Rocha	May - June Reimbursements	37.10
06/25/2025	11891	Kelan Darrion Wright	15.25 Hrs @ \$12.00/Hour	183.00
06/25/2025	11892	Midtown Management D...	Reimbursements	8,775.00
06/25/2025	11893	Midtown Parks Conserv...	MRA Reimbursable Expenses for WF CC Charges March...	1,264.00
06/25/2025	11894	Tykeria Lundy	26.5 Hours @ \$12.00/Hour	318.00
06/25/2025	11895	Zamorah Morton	20 Hrs @ \$12/Hour	240.00
06/25/2025	11896	Bracewell LLP	Legal Services	39,509.50
06/25/2025	11897	The Morton Accounting ...	May 2025 CPA Services	39,127.97
06/26/2025	ACH	Reliant Energy	410 PIERCE STREET - 75237956-0 JUNE 2025	4,294.69
06/26/2025	ACH	Reliant Energy	402 PIERCE ST - 75237953-7 JUNE 2025	5,733.36
06/27/2025	ACH	G&A Partners	PR 06/30/2025	99,475.10
06/28/2025	11898	Midtown Parks Conserv...	Reimbursements	5,900.00
06/28/2025	11899	Midtown Parks Conserv...	Kiosk Income - January - December 2024	41,200.00
07/01/2025	11900	Amanda Hansen Group	Crisis Communications and Public Relations Retainer - Ju...	15,500.00
07/01/2025	11901	Equi-Tax, Inc.	Montly Consultation Service fee per contract July 2025	500.00
07/01/2025	11902	Kelan Darrion Wright	31.75 Hrs @ \$12.00/Hour	381.00
07/01/2025	11903	Kwik Kopy	MRA Board Meeting	1,599.00
07/01/2025	11904	Midtown Parks Conserv...	MRA Reimbursable Expenses for WF CC Charges April 1...	2,439.44
07/01/2025	11905	Midtown Scouts Square ...	Contract Parking Spaces - 12 July 2025	900.00
07/01/2025	11906	Purchase Power	Postage JUNE 2025	299.16
07/01/2025	11907	Tykeria Lundy	29.5 Hours @ \$12.00/Hour	354.00
07/01/2025	11908	Zamorah Morton	34.50 Hrs @ \$12/Hour	414.00
07/01/2025	11909	Midtown Parks Conserv...	MRA Reimbursable Expenses for WF CC Charges May 1...	594.68
07/01/2025	11910	Midtown Parks Conserv...	Kiosk Income - missed month for 2024	3,700.00
07/01/2025	ACH	City of Houston - Water	155065	97.78
07/01/2025	ACH	City of Houston - Water	155065	173.46
07/08/2025	11911	Bracewell LLP	0051910.000022 Open Records Request Legal Services t...	41,187.50
07/08/2025	11912	Comcast	410 SERVICE Ste #355 to JULY 29, 2025	278.51
07/08/2025	11913	Condor Express Deliver...	Delivery & Delivery Return June 2025	119.05
07/08/2025	11914	IDS Engineering Group	Midtown PSA 2021 WO No 01B Professional Services to ...	9,986.53
07/08/2025	11915	Kelan Darrion Wright	17 Hrs @ \$12.00/Hour	204.00
07/08/2025	11916	The Goodman Corporati...	Project Expenses	22,956.27
07/08/2025	11917	Tykeria Lundy	26.5 Hours @ \$12.00/Hour	318.00
07/08/2025	11918	Wulfe & Co.	Consulting for Bagby Park and Midown Park -June 2025	3,400.00
07/08/2025	11919	Zamorah Morton	27 Hrs @ \$12/Hour	324.00
07/08/2025	11920	Bracewell LLP	Legal Services	27,297.50
07/08/2025	11921	City of Houston Public ...	Encroachment Fee 415 Gray St Row 77002 August 2025 ...	165.50
07/11/2025	ACH	G&A Partners	PR 07/15/2025	125,925.96
07/14/2025	ACH	AT&T	550010	914.32
07/16/2025	11922	Chamberlin Houston, LLC	Roof Coating Installation -Final Payment	62,476.80
07/16/2025	11923	Comcast Business	402 & 410 SERVICE ACCT# 708743225 JULY 2025	1,505.73
07/16/2025	11924	Flextg Financial Services	CANNON/IR-C5750I JULY 2025	718.08
07/16/2025	11925	Jeremy Rocha	June 2025 Reimbursements	754.44
07/16/2025	11926	Kelan Darrion Wright	23.75 Hrs @ \$12.00/Hour	285.00
07/16/2025	11927	Kilgore Industries, LP	Retrofit Job- 410 Pierce Street June 24, 2025	3,110.00
07/16/2025	11928	Staples Advantage	Office supplies 06.25.25	2,383.16
07/16/2025	11929	THR Enterprises, Inc.	Cleaning Services -June 2025	1,550.00
07/16/2025	11930	Tykeria Lundy	27.5 Hours @ \$12.00/Hour	330.00
07/16/2025	11931	Walter P. Moore	Engineering	9,632.50
07/16/2025	11932	WILLIAMS SCOTSMAN...	Customer # 10460287 Rental Period 07.01.2025 - 07.31....	393.07
07/16/2025	11933	Zamorah Morton	27 Hrs @ \$12/Hour	324.00
Total 101003 · Texas Capital Operating x 6020				829,181.16
TOTAL				829,181.16

No assurance is provided on these financial statements

Midtown Redevelopment Authority Affordable Housing Disbursements

As of July 21, 2025

Date	Num	Name	Memo	Credit
104000 · Affordable Housing Accounts				
104024 · Texas Capital AH Ops x 6028				
06/25/2025	5083	Bracewell LLP	Third Ward Acquisitions/Affordable Housing Legal - Through Ap...	31,022.75
06/25/2025	5084	Roberta F. Burroughs & Asso...	Project: Midtown Affordable Housing Plan - Impl Srvs For May ...	8,000.00
06/25/2025	5085	TransTeQ	May 2025 Landscaping	41,360.83
06/25/2025	5086	Bracewell LLP	Third Ward Acquisitions/Affordable Housing Legal - Through Ma...	51,876.00
06/25/2025	5087	CCPPI	Mldtown Affordable Housing Plan Grant April 2025	119,083.33
06/27/2025	ACH	City of Houston - Water	155065	27.37
06/27/2025	ACH	City of Houston - Water	155065	3.53
06/27/2025	ACH	City of Houston - Water	155065	2.76
06/27/2025	ACH	City of Houston - Water	155065	24.35
06/27/2025	ACH	City of Houston - Water	155065	4.90
06/27/2025	ACH	City of Houston - Water	155065	7.08
06/27/2025	ACH	City of Houston - Water	155065	4.94
06/27/2025	ACH	City of Houston - Water	155065	3.69
06/27/2025	ACH	City of Houston - Water	155065	2.17
06/27/2025	ACH	City of Houston - Water	155065	26.01
06/27/2025	ACH	City of Houston - Water	155065	24.35
06/27/2025	ACH	City of Houston - Water	155065	19.01
06/27/2025	ACH	City of Houston - Water	155065	26.77
06/27/2025	ACH	City of Houston - Water	155065	27.28
06/27/2025	ACH	City of Houston - Water	155065	25.62
06/27/2025	ACH	City of Houston - Water	155065	29.85
06/27/2025	ACH	City of Houston - Water	155065	4.94
07/01/2025	5088	American Fence Company, Inc.	Fence Rental	1,678.60
07/08/2025	5089	American Fence Company, Inc.	U34823 280ft 2406 Live Oak St 06.26.25 - 07.25.25	224.00
07/08/2025	5090	Bracewell LLP	Third Ward Acquisitions/Affordable Housing Legal - Through Ju...	34,430.62
07/16/2025	5091	American Fence Company, Inc.	U31620 448ft 3003 Brailsfort St 06.30.25 - 07.29.25	358.40
07/16/2025	5092	Four Eleven LLC	Landscape Services May 2025	24,625.15
07/16/2025	5093	TransTeQ	June 2025 Landscaping	37,134.20
Total 104024 · Texas Capital AH Ops x 6028				350,058.50
Total 104000 · Affordable Housing Accounts				350,058.50
TOTAL				350,058.50



midtown
H O U S T O N

INVESTMENT POLICY

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 31st day of July, 2025, at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of said Board, to-wit:

1	Camille Foster	Director/Assistant Secretary
2	Terence Fontaine	Director
3	Michael Lewis	Director
4	Michael T. Murphy	Director
5	Al Odom	Director/Chair
6	Abe S. Goren	Director/Vice Chair
7	Deanea LeFlore	Director
8	James Gilford III	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 REGARDING ANNUAL REVIEW OF INVESTMENT POLICY AND LIST OF QUALIFIED BROKER/DEALERS OF MIDTOWN REDEVELOPMENT AUTHORITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO

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 _____, 2025.

Assistant-Secretary, Midtown Redevelopment
Authority

RESOLUTION REGARDING ANNUAL REVIEW OF INVESTMENT POLICY AND LIST OF QUALIFIED BROKER/DEALERS OF MIDTOWN REDEVELOPMENT AUTHORITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO

WHEREAS, the Midtown Redevelopment Authority (the “Authority”) has been legally created and operates pursuant to the general laws of the State of Texas applicable to local government corporations, and has such authority as has been delegated to it by the City of Houston, Texas, to act on behalf of Reinvestment Zone Number Two, City of Houston, Texas; and

WHEREAS, the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, requires the Board of Directors of the Authority (the “Board”) to review its investment policy on an annual basis; and

WHEREAS, the Board has convened on this date to conduct the Authority’s annual review of its investment policy pursuant to Section 2256.005, et seq., Texas Government Code, as amended, and to review and adopt a list of qualified broker/dealers that are authorized to engage in investment transactions with the Authority, pursuant to Section 2256.025, Texas Government Code, as amended; and

WHEREAS, the Board has determined not to amend the Authority’s Amended Investment Policy dated February 23, 2023; and

WHEREAS, the Board desires to adopt a list of qualified broker/dealers that are authorized to engage in investment transactions with the Authority; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MIDTOWN REDEVELOPMENT AUTHORITY THAT:

Section 1. The Board has conducted its annual review of the Authority’s Amended Investment Policy dated February 23, 2023, and hereby confirms the same shall remain in effect until modified by action of the Board.

Section 2. The Board hereby adopts the list of qualified broker/dealers attached hereto as Exhibit A, and confirms that same shall be in effect until modified by action of the Board.

Section 3. The provisions of this Resolution shall be effective as of the date of adoption and shall remain in effect until modified by action of the Board.

[Signature page follows]

PASSED AND APPROVED this 31st day of July, 2025.

Al Odom
Chair, Midtown Redevelopment Authority

ATTEST:

Camille Foster
Assistant-Secretary, Midtown Redevelopment Authority

AMENDED INVESTMENT POLICY

This Investment Policy (this “Investment Policy”), as amended, is adopted by the Board of Directors of Midtown Redevelopment Authority (the “Authority”) pursuant to Chapter 2256 of the Texas Government Code, effective as of the date set forth on the signature page hereof.

ARTICLE I
PURPOSE

Section 1.01. Purpose.

This Investment Policy with respect to Authority investments has been adopted to establish the principles and criteria by which the funds of the Authority should be invested and secured and to comply with various provisions of Texas law relating to the investment and security of funds of local government corporations (the “Investment Laws”). As of the date of the adoption of this Investment Policy, the following laws are applicable to the investment of the Authority’s funds: Chapter 2256, Texas Government Code; Chapter 791, Texas Government Code; Chapter 2257, Texas Government Code; and Chapter 404.101 et seq., Texas Government Code. The Investment Laws generally provide the minimum criteria for the authorized investment and security of the Authority’s funds and require the Authority to adopt rules to ensure the investment of Authority funds in accordance with such laws. This Investment Policy will specify the scope of authority of Authority Officials who are responsible for the investment of Authority funds.

ARTICLE II
DEFINITIONS

Section 2.01. Definitions.

Unless the context requires otherwise, the following terms and phrases used in this Investment Policy shall mean the following:

- (a) “Authority Officials” means the Investment Officer, Authority Directors, officers, Employees, and persons and business entities engaged in handling the investment of Authority funds.
- (b) “Authorized Collateral” means any means or method of securing the deposit of Authority funds authorized by Chapter 2257, Texas Government Code.
- (c) “Authorized Investment” means any security in which the Authority is authorized to invest under Chapter 2256, Texas Government Code.
- (d) “Board” means the Board of Directors of the Authority.
- (e) “Collateral” means any means or method of securing the deposit of Authority funds under Article IV hereof.
- (f) “Collateral Act” means Chapter 2257, Texas Government Code, as amended from time to time.
- (g) “Director” means a person appointed to serve on the Board.

(h) “Employee” means any person employed by the Authority, but does not include independent contractors or professionals hired by the Authority as outside consultants, such as the Authority’s accountant, financial advisor or general counsel.

(i) “FDIC” means the Federal Deposit Insurance Corporation or any successor entity.

(j) “Investment Act” means Chapter 2256, Texas Government Code, as amended from time to time.

(k) “Investment Officer(s)” means the Director(s) or Employee(s) of the Authority (or the employee of an investing entity with whom the Authority has contracted to invest its funds) appointed from time to time by the Board to invest and reinvest the funds of the Authority held in its various accounts.

ARTICLE III INVESTMENT OFFICER

Section 3.01. Investment Officer.

From time to time, the Authority shall appoint one or more of its Directors or Employees to serve as Investment Officer(s) to handle the investment of Authority funds. The Investment Officer(s) shall be responsible for investing Authority funds in accordance with this Investment Policy. The Investment Officer(s) shall invest the Authority’s funds, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived, with all investment decisions to be governed by the objectives set forth in Section 7.01 hereof.

Section 3.02. Training.

The Investment Officer(s) shall attend training sessions and receive the number of hours of instruction as required by the Investment Act.

Section 3.03. Reporting by the Investment Officer and Authority Officials.

Not less than quarterly and within a reasonable time after the end of the period reported, the Investment Officer and Authority Officials shall prepare and submit to the Board a written report of the investment transactions for all funds of the Authority for the preceding reporting period. The report must (1) describe in detail the investment position of the Authority on the date of the report; (2) be prepared jointly by all the Investment Officers of the Authority, if the Authority appoints more than one; (3) be signed by all Investment Officers and Authority Officials who prepare the report; (4) contain a summary statement of each pooled fund group that states the beginning market value for the reporting period, ending market value for the period, and fully accrued interest for the reporting period; (5) state the book value and the market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested; (6) state the maturity date of each separately invested asset that has a maturity date; (7) state the Authority fund for which each individual investment was acquired; and (8) state the compliance of the investment portfolio as it relates to this Investment Policy and the Investment Act.

Section 3.04. Assistance with Certain Duties of the Investment Officer.

The Board hereby authorizes and directs the Authority’s accountant and any other Authority Officials requested by the Investment Officer to assist the Investment Officer(s) with any of his/her duties, including but not limited to the following:

1. Presenting a copy of this Investment Policy to any person or business organization seeking to sell an investment to the Authority and obtaining the necessary written certification from such seller referred to in this section;
2. Handling investment transactions;
3. Preparing and submitting to the Board the written report of all investment transactions for the Authority as required by this section;
4. Researching investment options and opportunities;
5. Obtaining written depository pledge agreements as required herein;
6. Obtaining safe-keeping receipts from the Texas financial institution which serves as a depository for pledged Collateral; and
7. Reviewing the market value of the Authority's investments and of the Collateral pledged to secure the Authority's funds.

ARTICLE IV PROCEDURES FOR INVESTMENT OF AUTHORITY MONIES

Section 4.01. Qualified Broker/Dealers.

The Board hereby adopts the list of broker/dealers attached hereto as **Exhibit A**, as the qualified broker/dealers with whom the Authority may engage in investment transactions. In addition to annual review and adoption of such list each year pursuant to the adoption of this Investment Policy, the Board may, by written resolution, revise, amend or supplement such list of qualified broker/dealers.

As authorized in the Investment Act, the Board hereby designates the Executive Director of the Authority and one other member of the Board as the "designated investment committee" (the "Designated Investment Committee"). The Designated Investment Committee shall, at its discretion, approve any successors or assigns of those certain broker/dealers listed in **Exhibit A** hereto.

Section 4.02. Disclosures of Relationships with Entities Offering to Enter into Investment Transactions with the Authority.

The Investment Officer(s) and the Authority Officials shall disclose in writing (a) any "personal business relationship" with a business organization offering to engage in an investment transaction with the Authority and (b) any relationship within the second degree by affinity or consanguinity, as determined by Chapter 573, Texas Government Code, to any individual seeking to sell an investment to the Authority, as required by the Investment Act. The existence of a "personal business relationship" shall be determined in accordance with the Investment Act. Such disclosure statement shall be filed with the Board and the Texas Ethics Commission.

Section 4.03. Certifications from Sellers of Investments.

The Investment Officer(s) or the Authority Officials shall present this Investment Policy to any person or business organization offering to engage in an investment transaction with the Authority and obtain a certificate stating that such potential seller has reviewed the Investment Policy as provided in the Investment Act. This certificate shall be in a form acceptable to the Authority and shall state that the potential seller has received and reviewed the Investment Policy and has acknowledged that the potential seller has implemented reasonable procedures and controls in an effort to preclude investment

transactions with the Authority that are not authorized by this Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the Authority's entire portfolio or requires an interpretation of subjective investment standards. Neither the Investment Officer nor the Authority Officials shall purchase or make any investment from a potential seller that has not delivered to the Authority this required certification. A form of certificate acceptable to the Authority is attached hereto as **Exhibit B**.

Section 4.04. Solicitation of Bids for Certificates of Deposit.

Bids for certificates of deposit may be solicited orally, in writing, electronically or in any combination of those methods.

Section 4.05. Settlement Basis.

All purchases of investments, except investment in investment pools or in mutual funds, shall be made on a delivery versus payment basis. The safekeeping entity for all Authority investments and for all Collateral pledged to secure Authority funds shall be one approved by the Investment Officer(s).

Section 4.06. Monitoring of the Market Value of Investments and Collateral.

The Investment Officer(s), with the help of such Authority Officials as needed, shall determine the market value of each investment and of all Collateral pledged to secure deposits of Authority funds at least quarterly and at a time as close as practicable to the closing of the reporting period for investments. Such values shall be included on the investment report. The following methods shall be used:

- (a) Certificates of deposit shall be valued at their face value plus any accrued but unpaid interest.
- (b) Shares in money market mutual funds and investment pools shall be valued at par plus any accrued but unpaid interest.
- (c) Other investment securities with a remaining maturity of one year or less may be valued in any of the following ways:
 - (1) the lower of two bids obtained from securities broker/dealers for such security;
 - (2) the average of the bid and asked prices for such investment security as published in The Wall Street Journal or The New York Times;
 - (3) the bid price published by any nationally recognized security pricing service; or
 - (4) the market value quoted by the seller of the security or the owner of such Collateral.
- (d) Other investment securities with a remaining maturity greater than one year shall be valued at the lower of two bids obtained from securities broker/dealers for such security, unless two bids are not available, in which case the securities may be valued in any manner provided in 4.06(c) hereof.

Section 4.07. Monitoring the Rating Changes in Investments.

Consistent with Section 2256.021 of the Investment Act, the Investment Officer shall monitor all investments that require a minimum rating under subchapter A of Chapter 2256, Texas Government Code, as amended, such that any such investment that does not have the minimum rating shall no longer constitute an authorized investment. Such investments that do not have the required minimum rating shall be liquidated within 30 days of the investment's failure to maintain its required minimum rating.

ARTICLE V PROVISIONS APPLICABLE TO ALL FUNDS

Section 5.01. Provisions Applicable to All Fund Groups.

A. All funds of the Authority shall be invested only in accordance with this Investment Policy and shall comply with any additional requirements imposed by bond resolutions or trust indentures of the Authority and applicable state law or federal tax law, including the Investment Laws.

B. The Board, by separate resolution, may provide that the Authority's Executive Director or Investment Officer may withdraw or transfer funds from and to accounts of the Authority only in compliance with this Investment Policy.

C. No fund groups shall be pooled for the purposes of investment, e.g. the funds in the Tax Increment Revenue Fund and in the Surplus Fund shall not be commingled or pooled for purposes of investment.

Section 5.02. Policy of Securing Deposits of Authority Funds -- Applicable to All Deposited Authority Funds.

A. The Authority recognizes that FDIC (or its successor) insurance is available for Authority funds deposited at any one Texas Financial Institution (including branch banks) only up to a maximum of \$250,000¹ (including accrued interest) for each of the following: (i) demand deposits, (ii) time and savings deposits, and (iii) deposits made pursuant to an indenture or pursuant to law in order to pay bondholders or noteholders. It is the policy of the Authority that all deposited funds in each of the Authority's accounts shall be insured by the FDIC, or its successor, and to the extent the deposit surpasses the FDIC Deposit Insurance Coverage limit at any given time, shall be secured by Collateral pledged to the extent of the fair market value of the principal amount deposited plus accrued interest as required by the Collateral Act.

B. If it is necessary for the Authority's depositories to pledge Collateral to secure the Authority's deposits, (1) the Collateral pledge agreement must be in writing, (2) the Collateral pledge agreement must be approved by the depository's board of directors or loan committee, (3) the depository's approval of the Collateral pledge agreement must be reflected in the minutes of the meeting of the depository's board or loan committee approving same, and (4) the Collateral pledge agreement must be kept in the official records of the depository. The depository must provide to the Investment Officer or Authority Officials with written proof of the depository's approval of the pledge agreement as required herein in a form acceptable to the Authority. A signed or certified copy of the minutes of the meeting of the depository's board or loan committee reflecting the approval of the Collateral pledge agreement or other written documentation of such approval acceptable to the Investment Officer will be accepted. It is the preference of the Board that all requirements of this section be met prior to the deposit of any Authority funds in such financial institution when a pledge of Collateral is required; however, the Board recognizes that compliance with this preference might not be practicable due to time constraints for making a deposit. In such event, the Board directs the Investment Officer and Authority Officials to proceed diligently to have such agreement approved and documented to assure protection of

¹ The \$250,000 limit is temporary and may change from time to time under applicable law.

the Authority's funds. If the decision is made to forego the protection of a Collateral pledge agreement with any depository, the Authority's Executive Director shall be responsible for maintaining the balance of deposit(s) in such depository plus any accrued but unpaid interest at or below FDIC insurance levels.

C. Collateral pledged by a depository shall be held in safekeeping at an independent third party institution, and the Authority's administrator or Investment Officer shall obtain safekeeping receipts from the Texas financial institution or the safe-keeping institution that reflect that Collateral as allowed by this Investment Policy and in the amount required was pledged to the Authority. Principal and accrued interest on deposits in a financial institution shall not exceed the FDIC's, or its successor's, insurance limits or the market value of the Collateral pledged as security for the Authority's deposits. It shall be acceptable for the Authority's administrator or Investment Officer to periodically receive interest on deposits to be deposited to the credit of the Authority if needed to keep the amount of the funds under the insurance or Collateral limits. It is the preference of the Board that there be no sharing, splitting or cotenancy of Collateral with other secured parties or entities; however, in the event that a depository cannot accommodate this preference due to the denominations of the securities to be pledged, the Board directs the Investment Officer and Authority Officials to obtain appropriate protections in the pledge agreement with the depository to assure that the Collateral is liquidated and the funds distributed appropriately to all parties with a security interest in such Collateral. The Authority's Executive Director or Investment Officer shall monitor the pledged Collateral to assure that it is pledged only to the Authority, review the fair market value of the Collateral to ensure that the Authority's funds are fully secured, and report periodically to the Investment Officer and the Board regarding the Collateral.

D. The Authority's funds deposited in any Texas financial institution, to the extent that they are not insured, may be secured by the pledge of any of the following:

1. Surety bonds;
2. An obligation that in the opinion of the Attorney General of the United States is a general obligation of the United States and backed by its full faith and credit;
3. A general or special obligation that is (a) payable from taxes, revenues, or a combination of taxes and revenues and (b) issued by a state or political or governmental entity, agency, instrumentality or subdivision of the state, including a municipality, an institution of higher education as defined by Section 61.003, Texas Education Code, a junior college, a district created under Article XVI, Section 59, of the Texas Constitution, and a public hospital;
4. A fixed-rate collateralized mortgage obligation that has an expected weighted average life of 10 years or less and does not constitute a "high-risk mortgage security" under the Collateral Act;
5. A floating-rate collateralized mortgage obligation that does not constitute a "high-risk mortgage security" under the Collateral Act;
6. A letter of credit issued by a federal home loan bank; or
7. A security in which a public entity may invest under the Investment Act. As of the date of this Investment Policy, the following are the securities in which a public entity may invest under the Investment Act and, therefore, may be used as Collateral:
 - a. Obligations, including letters of credit, of the United States or its agencies and instrumentalities;

b. Direct obligations of the State of Texas or its agencies and instrumentalities;

c. Collateralized mortgage obligations directly issued by a federal agency or instrumentality or the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;

d. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of the United States or the State of Texas or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the FDIC or by the explicit full faith and credit of the United States;

e. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;

f. Certificates of deposit issued by a depository institution that has its main office or a branch office in the State of Texas that are (i) guaranteed by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor, (ii) secured by the obligations in which the Authority may invest under the Investment Act, or (iii) secured in any other manner and amount provided by law for deposits of the Authority;

g. Certificates of deposit made in accordance with the following conditions: (i) a broker that has its main office or a branch office in this state and is selected from a list adopted by the Authority; (ii) the funds are invested by the Authority through a depository institution that has its main office or a branch office in the State of Texas and that is selected by the Authority; (iii) the broker or the depository institution selected by the Authority under clause (i) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the Authority; (iv) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and (v) the depository institution selected by the Authority under clause (ii), an entity described by Section 2257.041(d), or a clearing broker dealer registered with the Securities and Exchange Commission and operating pursuant to Security and Exchange Commission Rule 15c3-3 (17C.F.R. Section 240.15c3-3) acts as custodian for the Authority with respect to the certificates of deposit issued for the account of the Authority;

h. Repurchase agreements that comply with the Investment Act;

i. Bankers' acceptances that comply with the Investment Act;

j. Commercial paper that complies with the Investment Act;

k. No-load money market mutual funds that comply with the Investment Act;

l. No-load mutual funds that comply with the Investment Act; and

m. Guaranteed investment contracts that comply with the Investment Act.

E. Notwithstanding anything to the contrary provided above, the following may not be used as Collateral and are not authorized as investments for the Authority under the Investment Act:

- a. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- b. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- c. Collateralized mortgage obligations that have a final stated maturity date of greater than 10 years other than those listed in Section 5.02.D.4 and 5.02.D.5 above; or
- d. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Section 5.03. Diversification.

The Investment Officer may invest up to 100% of the funds of the Authority in any investment instrument authorized in this Investment Policy.

ARTICLE VI
AUTHORIZED INVESTMENTS

Section 6.01. Authorized Investments.

Unless specifically prohibited by law or elsewhere by this Investment Policy, Authority monies in any of its fund groups may be invested and reinvested only in investments under the Investment Act:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;
2. Direct obligations of the State of Texas or its agencies and instrumentalities;
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of the State of Texas or the United States or their respective agencies and instrumentalities;
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
6. Bonds issued, assumed, or guaranteed by the State of Israel;
7. Interest-bearing banking deposits that are guaranteed or insured by:
 - a. The Federal Deposit Insurance Corporation or its successor; or
 - b. The National Credit Union Share Insurance Fund or its successor;

8. Interest-bearing banking deposits other than those described by Subsection 7 if:

a. The funds invested in the banking deposits are invested through (i) a broker with a main office or branch in this state and is selected from a list adopted by the Authority, or (ii) a depository institution with a main office or branch office in this state that the authority selects;

b. The broker or depository institution selected as described by Subsection (a) arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the Authority's account;

c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and

d. The Authority appoints as the Authority's custodian of the banking deposits issued for the Authority's account: (i) the depository institution selected as described by Subsection (1); (ii) an entity described by Section 2257.041(d) of the Texas Government Code, as amended; or (iii) a clearing broker dealer registered with the Securities and Exchange Commission and operating under Securities and Exchange Commission Rule 15c3-03.

9. Certificates of deposit issued by a depository institution that has its main or a branch office in the State of Texas and that are (i) guaranteed by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor, (ii) secured by the obligations in which the Authority may invest under the Investment Act, or (iii) secured in any other manner and amount provided by law for deposits of the Authority;

10. Certificates of deposit made in accordance with the following conditions: (i) a broker that has its main office or a branch office in this state and is selected from a list adopted by the Authority; (ii) the funds are invested by the Authority through a depository institution that has its main office or a branch office in the State of Texas and that is selected by the Authority; (iii) the broker or the depository institution selected by the Authority under clause (i) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the Authority; (iv) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and (v) the depository institution selected by the Authority under clause (ii), an entity described by Section 2257.041(d), or a clearing broker dealer registered with the Securities and Exchange Commission and operating pursuant to Security and Exchange Commission Rule 15c3-3 (17C.F.R. Section 240.15c3-3) acts as custodian for the Authority with respect to the certificates of deposit issued for the account of the Authority;

11. Repurchase agreements that comply with the Investment Act;

12. Bankers' acceptances that comply with the Investment Act;

13. Commercial paper that complies with the Investment Act;

14. No-load money market mutual funds that comply with the Investment Act; and

15. No-load mutual funds that comply with the Investment Act;

16. Investment Pools which meet the requirements set forth in Section 2256.016 and Section 2256.019 of the Texas Government Code, as amended and which are specifically authorized by a resolution that is approved by the Board; and

17. With respect to bond proceeds, guaranteed investment contracts that comply with the Investment Act.

Section 6.02. Prohibited Investments.

Notwithstanding anything to the contrary stated herein, no funds of the Authority may be invested in the following or in any other type of investment prohibited by the Investment Act or other applicable law:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal (IO's);
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest (PO's);
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
4. Collateralized mortgage obligations the interest rate of which are determined by an index that adjusts opposite to the changes in the market index (inverse floaters).

Section 6.03. Investment of Funds Related to Authority.

Anything in this Investment Policy to the contrary notwithstanding, to the extent that any funds are held by a trustee under a trust indenture relating to the Authority's debt, such funds may be invested as provided by the Investment Act and the resolution authorizing the issuance of the bonds or the related trust indenture.

ARTICLE VII INVESTMENT STRATEGIES

Section 7.01. Strategy Applicable to All Funds.

The Authority's general investment strategy for all fund groups shall be to invest such monies from such fund groups so as to accomplish the following objectives, which are listed in the order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the Authority;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and

6. Yield.

Section 7.02. Investment Strategy for the Tax Increment Revenue Fund.

Funds in the Tax Increment Revenue Fund shall be invested to meet the operating and cash flow requirements of the Authority as determined by the annual operating budget adopted by the Board. Operating funds shall not be invested for longer than three (3) years.

Section 7.03. Investment Strategy for the Surplus Fund.

Funds in the Surplus Fund shall be invested to meet the operating and cash flow requirements of the Authority as determined by the annual operating budget adopted by the Board. Surplus funds shall not be invested for longer than three (3) years.

ARTICLE VIII
MISCELLANEOUS

Section 8.01. Annual Review.

The Authority shall review this Investment Policy at least annually and adopt a resolution confirming the continuance of the Investment Policy without amendment or adopt an Amended Investment Policy.

Section 8.02. Superseding Clause.

This Investment Policy supersedes any prior policies adopted by the Board regarding investment or securitization of Authority Funds.

Section 8.03. Open Meeting.

The Board officially finds, determines and declares that this Investment Policy was reviewed, carefully considered, and adopted at a regular meeting of the Board, and that a sufficient written notice of the date, hour, place and subject of this meeting was posted at a place readily accessible and convenient to the public within the boundaries of Reinvestment Zone Number Two, City of Houston, Texas, and on a bulletin board located at a place convenient to the public at the City Hall of the City of Houston, Texas for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting had been open to the public as required by law at all times during which this Investment Policy was discussed, considered and acted upon. The Board further ratifies, approves and confirms such written notice and the contents and posting thereof.

[Remainder of page intentionally left blank]

Adopted on the 22nd day of July, 1998.

Ratified on the 29th day of April, 1999, amended and ratified on the 27th day of February, 2003, amended and ratified on the 26th day of August, 2004, amended and ratified on the 25th day of August, 2005, amended and ratified on the 27th day of April, 2006, amended and ratified on the 28th day of June, 2007, amended and ratified on the 29th day of May, 2008, amended and ratified on the 27th day of August, 2009, amended and ratified on the 29th day of April, 2010, ratified on the 28th day of April, 2011 amended and ratified on the 8th day of December, 2011, reviewed and confirmed on the 26th day of July, 2013, reviewed and confirmed on the 26th day of June, 2014, reviewed and confirmed on the 28th day of May, 2015, reviewed and confirmed on the 25th day of August, 2016, amended and ratified on the 28th day of September 2017, reviewed and confirmed on the 26th day of July, 2018, reviewed and confirmed on the 12th day of December, 2019, amended and ratified on the 28th day of January, 2021, amended and ratified on the 26th day of May, 2022, amended and ratified on the 23rd day of February, 2023, reviewed and confirmed on the 23rd day of May, 2024, reviewed and confirmed on the 19th day of August, 2025.

Exhibit A**LIST OF AUTHORIZED BROKER/DEALERS**Exhibit AList of Qualified Broker/Dealers

Allegiance Bank
Allegiance Bank of Texas
Amegy Bank of Texas (Amegy Bank, N.A.)
American First National Bank
Bank of America Corporation
Bank of America, N.A.
Bank of Houston
Bank of OZK
Bank of Texas (BOKF, NA)
Bank of Texas, N.A.
Beal Bank
BOKF Financial
Capital Bank, N.A.
Capital Markets Group, Inc.
Capital One Financial Corp.
Capital One, N.A.
Cathay Bank
Central Bank
Chase Bank, N.A.
Chase Investments Services Corp.
Chasewood Bank (Inc)
Citibank
City Bank
Coastal Securities, Inc.
Comerica Bank
Commercial State Bank
Community State Bank
CommunityBank of Texas, N.A.
Crosby State Bank
CUNA
Edward Jones
Encore Bank
Enterprise Bank & Trust
First Bank
First Bank & Trust Company (Inc)
First Bank of Conroe
First Bank of Texas
First Bank Texas
First Choice Bank
First Citizens Bank
First Community Bank
First Financial Bank
First International Bank & Trust

First National Bank
First National Bank of Bastrop
First National Bank Texas
First Texas Bank
FirstBank & Trust Company
Fiserv Investor Services, Inc.
Fiserv, Inc.
Frost Bank
FTN Financial
Golden Bank, National Association
Green Bank, N.A.
Guaranty Bank and Trust
Hanmi Bank
Herring Bank
Hilltop Securities
HomeTown Bank, N.A.
Houston Community Bank, N.A.
Huntington Bank
IBC Bank
Icon Bank
Independence Bank
Independent Bank
Integrity Bank
International Bank of Commerce
Invesco
Ironstone Bank
JP Morgan Securities LLC
JPMorgan Chase & Co.
JPMorgan Chase Bank, N.A.
Legacy Texas Bank
Legg Mason
LOGIC (Local Government Investment Cooperative)
Lone Star Bank, s.s.b.
Lone Star Investment Pool
Lone Star National Bank
LPL Financial Services
Main Street Bank
Memorial City Bank
Mercantil Commercebank, National Association
Merchants Bank, N.A.
Merrill Lynch & Co., Inc.
Metro Bank, N.A.
Midkiff & Stone Capital Group, Inc.
MidSouth Bancorp, Inc.
MidSouth Bank
Moody National Bank
Morgan Keegan & Co., Inc.
Morgan Stanley
Morgan Stanley Smith Barney
Morgan Stanley Wealth Management
New First National Bank
Northern Trust, National Association

Northwest Investment Services, Inc.
Omnibank, National Association
Patriot Bank
Plains State Bank
PNC Bank
Post Oak Bank
Preferred Bank
Prime Way Federal Credit Union
Prosperity Bank/Prosperity Bancshares, Inc.
Prudential Equity Group
Prudential Securities Group, Inc.
Raymond James
Raymond James & Associates, Inc.
RBC Capital Markets
RBC Wealth Management USA
Regions Bank
Regions Financial Corporation
Security State Bank
Southwest Securities, Inc.
Southwestern National Bank
Spirit of Texas Bank
State Bank of Texas
State Street Bank & Trust Co.
Sterling Bank/Sterling Bancshares, Inc.
Sun America Securities, Inc.
Texan Bank
Texas Capital Bank, N.A.
Texas Citizens Bank
Texas CLASS
Texas Community Bank
Texas First Bank
Texas Gulf Bank
Texas Independent Bank
Texas Savings Bank, s.s.b.
Texas State Bank
TexPool/TexPool Prime
TexSTAR
The Bank of River Oaks
TIB – The Independent BankersBank
Tradition Bank
Tri Star Financial
Truist Bank
Trustmark National Bank
U.S. Bank National Association
UBS Financial Services, Inc.
Union Planters Bank
Unity National Bank
Veritex Bank
Vista Bank
Wachovia Bank, N.A.
Wallis State Bank
Wells Fargo Advisors, LLC

Wells Fargo Bank, N.A.
Wells Fargo Brokerage Services, LLC
Westbound Bank
Whitney Bank

DRAFT

Exhibit B**CERTIFICATE OF COMPLIANCE FROM SELLERS OF INVESTMENTS
AS REQUIRED BY THE PUBLIC FUNDS INVESTMENT ACT**

To: Midtown Redevelopment Authority (the “Authority”)

From:

[Name of the person offering or the
“qualified representative of the business
organization” offering to engage in an
investment transaction with the Authority]

[Office such person holds]

of:

[name of financial institution, business organization or investment pool]

Date: _____, 20____

In accordance with the provisions of Chapter 2256 of the Texas Government Code, I hereby certify that:

1. I am an individual offering to enter into an investment transaction with the Authority or a “qualified representative” of the Business Organization offering to enter an investment transaction with the Authority, as applicable, as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code (the “Investment Act”), and that I meet all requirements under such act to sign this Certificate.
2. I or the Business Organization, as applicable, anticipate selling to the Authority investments (the “Investments”) that comply with the Investment Act and the Authority’s Investment Policy as amended and ratified last on February 23, 2023 (collectively, the “Investment Policy”).
3. I or a registered investment professional that services the Authority’s account, as applicable, have received and reviewed the Investment Policy, which the Authority has represented is the complete Investment Policy of the Authority now in full force and effect. The Authority has further acknowledged that I or the Business Organization, as applicable, may rely upon the Investment Policy until the Authority provides me or the Business Organization, as applicable, with any amendments to or any newly adopted form of the Investment Policy.
4. I or the Business Organization, as applicable, have/has implemented reasonable procedures and controls in an effort to preclude investment transactions between the Authority and me or the Business Organization, as applicable, that are not authorized by the Investment Policy, except to the extent that this authorization is dependent upon an analysis of the Authority’s entire portfolio or requires an interpretation of subjective investment standards.
5. I or the Business Organization, as applicable, have/has reviewed or will review prior to sale, the terms, conditions and characteristics of the investments to be sold to the Authority and determined (i) that each of the Investments is an authorized investment for local governments under the Investment Act and (ii) each of the Investments is an authorized investment under the Investment Policy. The Business Organization makes no

representation as to whether any limits on the amount of Authority monies to be invested in the Investments exceeds or in any way violates the Investment Policy.

6. The Business Organization makes no representations or guarantees regarding the prudence, reasonableness or adequacy of the Investment Policy.
7. The Business Organization has attached hereto, for return to the Authority, or will provide a prospectus or disclosure document for each of the Investments other than certificates of deposit and direct obligations of the United States.

By: _____
Name: _____
Title: _____



midtown
H O U S T O N

**AUDIT
ENGAGEMENT
LETTER**



MASTER SERVICES AGREEMENT

We are pleased that you have chosen to engage Carr, Riggs & Ingram to provide certain accounting, advisory, assurance, consulting, tax, and/or related services.

ALTERNATIVE PRACTICE STRUCTURE

"Carr, Riggs & Ingram" and "CRI" are the brand names under which Carr, Riggs & Ingram, L.L.C. ("CPA Firm") and CRI Advisors, LLC ("CRI Advisors" or "Advisors") provide professional services. Carr, Riggs & Ingram, L.L.C., Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the terms "CRI," "we," "our," "us," and terms of similar import, denote the alternative practice structure conducted by CPA Firm and CRI Advisors, as appropriate.

This Master Services Agreement 2.0 ("MSA"), shall govern, throughout the entirety of our contractual relationship(s), including the provision of our services and deliverables as set forth in one or more Engagement Letters from CRI (the "services").

CLIENT

"Client" (collectively referred to as "Client", "you", or "your") for the purposes of this MSA, shall mean the party or parties specifically listed as the Client(s) on the applicable Engagement Letter. As examples, the Client might include {ONLY AS SPECIFICALLY IDENTIFIED OR LISTED IN THE ENGAGEMENT LETTER(S)}:

- For Individual Client(s): you, your spouse (if filing jointly), your dependent children, other dependents, any grantor trusts for which you act as trustee, and any investment partnership or limited liability company if all of the ownership interests are owned by the foregoing persons;
- and
- For Business Client(s) (e.g. for-profit, not-for profit, or governmental entities; fiduciary clients, etc.): the primary business and any subsidiaries or controlled affiliates.

With respect to each Engagement Letter, our Client(s) for a particular engagement will include only those individuals and entities made known to us by you and specifically identified and listed under the Client Acknowledgement section of an Engagement Letter. Neither this MSA nor any Engagement Letter will create any client relationship nor any service-related obligation between us and any natural person or entity unknown to us and/or not specifically listed or identified in an Engagement Letter.

AUTHORITY TO BIND

BY EXECUTING AN ENGAGEMENT LETTER THAT REFERENCES AND INCORPORATES THIS MSA, CLIENT ACCEPTS AND AGREES TO THE TERMS OF THIS MSA. ANY INDIVIDUAL EXECUTING OR ACCEPTING THIS MSA ON BEHALF OF ANY INDIVIDUAL, COMPANY, OR OTHER LEGAL ENTITY, REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH INDIVIDUAL, ENTITY, AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, WILL PROVIDE UPON REQUEST ANY INFORMATION OR DOCUMENTATION VERIFYING, IN CRI'S SOLE DISCRETION, SUCH AUTHORITY, IN WHICH CASE THE TERM "CLIENT" SHALL REFER TO EACH REPRESENTED INDIVIDUAL, ENTITY, OR AFFILIATES. IF THE EXECUTING INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, THEY MUST NOT EXECUTE OR ACCEPT THIS MSA AND MAY NOT USE THE SERVICES.

ENGAGEMENT LETTERS

All services to be performed by us must be described in an Engagement Letter executed by the applicable CRI entity and the Client(s). Each Engagement Letter will identify the applicable CRI entity executing the Engagement letter and performing the services; the Engagement letter will also provide details on the nature of the work and any expected deliverable. Our services will be limited to the services specifically described in that Engagement Letter. Our agreement to perform services under any particular Engagement Letter does not obligate us to perform any future services under any additional Engagement Letters.

Engagement Letters are subject to the terms and conditions outlined in this MSA. Upon execution of an Engagement Letter, this MSA is incorporated into each Engagement Letter executed by the parties.

OUR RESPONSIBILITIES

We will perform the services detailed in the Engagement Letter(s) in accordance with applicable professional standards. Our responsibility is limited to the period(s) covered by the service(s) detailed in the Engagement Letter(s) and does not extend to any later periods for which we are not engaged to provide applicable services, unless evidenced by a separate Engagement Letter.

We are available to provide you with business advice, but we are not obligated to do so unless you specifically engage us to do so via an Engagement Letter for this purpose. The parties agree that Client will only rely on written, not oral, statements or advice from CRI. We believe written advice is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice unless it has received a full supervisory review and is provided by us in writing directly to you.

Unless otherwise stipulated in the Engagement Letter:

1. we will not perform any procedures designed to:

- a. discover defalcations or other irregularities,
 - b. audit or otherwise verify the information you give us, or
 - c. detect immaterial misstatements or violations of laws or government regulations;
2. our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within your entity or noncompliance with laws and regulations; and our services are not designed to provide assurance on internal control or to identify deficiencies in internal control.

We are not investment counselors or brokers. Our advice concerning a particular investment shall be limited to advising you with regard to any applicable tax ramifications of the investment. It shall not include advising you regarding the economic viability or consequences of the investment or whether or not you should make, retain, or dispose of the investment. Our advice regarding any applicable tax ramifications of the investment shall be based on documents and information that you provide us regarding the investment. However, if you would like investment advice, we are happy to provide contact information for (a) qualified investment advisor(s).

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. Our services do not relieve you of your responsibilities.

CLIENT RESPONSIBILITIES

Our services will be conducted on the basis that you acknowledge and understand your responsibility for (as and if applicable):

- assuming all management responsibilities; overseeing any services we provide by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience;
- evaluating the adequacy and results of services (including non-attest services) performed by us; and accepting responsibility for the results of such services; designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial information that is free from material misstatement, whether due to fraud or error, including monitoring ongoing activities;
- the selection and application of accounting principles and framework;
- the preparation and fair presentation of the financial information in conformity with the applicable accounting framework;
- making drafts of financial information or financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers);
- timely providing us with:
 1. access to all information of which you are aware or have in your possession, custody, or control that is relevant to the services for which we are engaged, including but not limited to items such as records, documentation, identification of all related parties and all related party relationships and transactions, and other matters;
 2. additional information that we may request;
- unrestricted access to persons within the entity from whom we determine it necessary to perform our services;

- the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting you or your entity involving:
 1. management,
 2. employees who have significant roles in internal control, and
 3. others where the fraud could have a material effect on the financial information or financial statements;
- informing us of your knowledge of any allegations of fraud or suspected fraud affecting you or your entity received in communications from employees, former employees, regulators, or others;
- identifying and ensuring compliance with applicable laws and regulations;
- the safeguarding of assets, the proper recording of transactions in the book(s) of accounts; and the substantial completeness and accuracy of the financial records, and the full and accurate disclosure of all relevant facts to us.
- informing, in writing, the engagement partner (or individual leading the engagement) before entering into any substantive employment discussions with any CPA Firm or CRI Advisor personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct, if applicable

You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and that you have disclosed to us all relevant facts affecting our services.

USE OF FOREIGN AFFILIATES AND THIRD-PARTY SERVICE PROVIDERS

By executing this MSA, and for so long as it remains in effect, you consent to the use of international service providers, including disclosure of your confidential financial information, if applicable, to our service providers located outside the United States. We maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. We also secure and require confidentiality agreements with these service providers to maintain the confidentiality of your information and take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. We remain responsible for the work provided by any such third-party service providers.

RECORD RETENTION

We retain records in accordance with our record retention policy. We do not keep any of your original records, so we will return those to you upon completion of the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies. You acknowledge and agree that upon the expiration of the applicable retention periods reflected within our record retention policy, available upon request, we are free to destroy our records related to the relevant or affected engagement(s).

REQUEST FOR DISCLOSURE

As part of the alternative practice structure both CPA Firm and CRI Advisors agree to comply with the AICPA Code of Professional Conduct, as applied to the alternative practice structure, and applicable federal, state and local rule with respect to confidentiality of client information. In the event that we are requested or required to disclose any confidential information by law, a subpoena or order issued by a court of competent jurisdiction, other governmental or regulatory authority, or professional standards

(each, an "Order") or are requested or required to disclose any of the confidential information by a non-governmental third party ("Third-Party Demand"), we shall, where legally permissible and reasonably practicable, give you reasonable notice of the Order or Third-Party Demand so that you may seek a protective order or other appropriate remedy at your sole expense, or waive our compliance with the applicable confidentiality provisions of this MSA. In the event you direct us not to make the disclosure, you agree to defend, reimburse, and hold us harmless from any costs or expenses incurred in defending the privilege, including, by way of illustration only, our attorney's fees, court costs, outside adviser's costs, out-of-pocket expenses of any kind, or penalties or fines imposed as a result of your asserting the privilege or your direction to us to assert the privilege or otherwise withhold production; provided, however, we retain the sole discretion, after consultation with our legal counsel, to determine whether or not, and to what extent, to comply with or otherwise address any Order or Third-Party Demand.

DATA SECURITY

In the interest of facilitating our services to you, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to you may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, we employ measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this relationship.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network, other collaborative virtual workspaces, or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows the parties hereto to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this MSA or any related Engagement Letter(s), you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions, and limitations of such agreement. You agree that we have no responsibility for the activities of third-party vendors supplying these tools and agree to indemnify and hold us harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records. Therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or force majeure, copies of which you have provided to us pursuant to this MSA or any related Engagement Letter(s), we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

DISPUTE RESOLUTION

In the event of a dispute between the parties, which arises out of or relates to this MSA or any related Engagement Letter(s), the breach thereof or the services provided or to be provided hereunder or in the related Engagement Letter(s), if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation, or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The costs of any mediation proceedings shall be shared equally by all parties.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS MSA, WE SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR ANCILLARY DAMAGES OF ANY KIND ALLEGED AS A RESULT OF ANY CAUSE OF ACTION ARISING FROM OR IN ANY WAY RELATED TO THIS MSA (WHICH INCLUDES, FOR CLARIFICATION, ALL RELEVANT AND AFFECTED ENGAGEMENT LETTER(S)), WHETHER FOR BREACH OF CONTRACT, TORT, OR OTHERWISE. UNLESS OTHERWISE STATED IN THIS MSA, THE PARTIES AGREE THAT OUR TOTAL CUMULATIVE LIABILITY (INCLUDING OUR EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS), SHALL NOT EXCEED THE AMOUNT OF FEES EARNED BY US RELATED TO THE RELEVANT SERVICE(S) (AS SPECIFIED IN THE AFFECTED ENGAGEMENT LETTER(S)) DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, AS SUCH AMOUNT SHALL SERVE AS A REASONABLE PROSPECTIVE ESTIMATE OF ANY DAMAGES WHICH YOU MAY SUFFER THROUGH ANY BREACH BY US OF THE TERMS OF THIS MSA, AS SUCH DAMAGES MAY BE SPECULATIVE OR IMPOSSIBLE TO CALCULATE. IF THERE ARE UNPAID FEES OWED TO US, THIS CUMULATIVE LIABILITY WILL BE REDUCED BY THE VALUE OF THE UNPAID FEES WITH NO ADDITIONAL INTEREST OR CHARGES, AS WE RETAIN THE RIGHT TO OFFSET ANY SUMS CLAIMED AS DUE AND OWED BY YOU, BY ANY SUMS TO WHICH WE ARE LEGALLY ENTITLED. THIS LIMITATION SHALL APPLY WHETHER OR NOT FURTHER DAMAGES ARE FORESEEABLE, OR WHETHER EITHER PARTY (OR ITS EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT(S) AGREE TO DEFEND, INDEMNIFY, AND HOLD CRI HARMLESS AGAINST ALL CLAIMS OF ANY KIND ARISING FROM IMPROPER THIRD-PARTY DISCLOSURE OF CRI REPORTS OR WORK PRODUCT.

GOVERNING LAW AND VENUE

This MSA and any underlying Engagement Letter(s), including but not limited to, any act or omission of CRI pursuant to the MSA and/or any work by CRI shall be governed by the laws of the State of Alabama, without reference to any conflict of laws rules or principles. Any claim, civil action, or legal proceeding arising out of, or in any way relating to, this MSA or any underlying Engagement Letter(s), any act or omission of CRI pursuant to the MSA, and/or any other agreement(s) with CRI, must be brought in a state court having jurisdiction in Coffee County, Alabama, Enterprise Division, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses or objections to venue and jurisdiction within Coffee County, Alabama, including forum non conveniens.

STATUTE OF LIMITATIONS

The parties agree that there shall be a one-year statute of limitation (from the earlier of delivery of the service or termination of the MSA or Engagement Letter(s)) for the filing of any requests for arbitration, lawsuit, or proceeding related to this MSA. If such a claim is filed more than one year, or the minimum durational period having been determined as permissible by applicable statutory law or by a court of competent jurisdiction, subsequent to the delivery of the service or termination of the MSA or Engagement Letter(s), whichever occurs first in time, then it shall be precluded by this provision, regardless of whether or not the claim has accrued at that time.

TERMINATION

The MSA shall continue in full force and effect until terminated in accordance with this section. We have the right and sole discretion to terminate and withdraw from this MSA immediately upon written notice to you for any reason including, but not limited to, if you do not provide us with requested information in a timely manner, refuse to cooperate with our reasonable requests, fail to timely pay, or misrepresent any facts. Withdrawal or termination of this MSA constitutes withdrawal and termination from any and all related Engagement Letter(s).

We also have the right and sole discretion to withdraw for any reason from any specific engagement covered by an Engagement Letter immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by that Engagement Letter and will constitute completion of that engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of any termination and withdrawal of this MSA or any Engagement Letter(s).

RELATIONSHIP AND DISCLOSURE BETWEEN AFFILIATES

As indicated, CPA Firm and CRI Advisors operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm provides attest services to its clients. CRI Advisors is not a licensed CPA firm and does not provide audit or attest services. CRI Advisors has a contractual arrangement with CPA Firm whereby CRI Advisors provides CPA Firm with professional and support personnel and other support services to allow CPA Firm to perform its professional services and performs all services in connection with our engagements for which licensure as a CPA firm is not required. From time to time, CRI Advisors may consult with CPA Firm in the provision of services pursuant to this MSA or an underlying Engagement Letter. In order to avoid duplication of efforts arising out of this arrangement, you consent to our sharing among and between CRI Advisors and CPA firm the information that we may obtain from you in the course of an engagement performed or services provided in any and all Engagement Letter(s).

You consent to CRI Advisors and CPA Firm sharing your Client information with one another and their respective subsidiaries and affiliates, in support of the services to be provided under an Engagement Letter. Unless you indicate otherwise, your acceptance of the terms of this MSA shall be understood by us as your consent to make disclosures among and between CPA Firm and CRI Advisors and their respective subsidiaries, affiliates, and employees of confidential information that we may obtain in the course of our engagement.

You consent to the transfer by CPA Firm of all Client files, work papers and work product, for services

other than attest services, if any, which includes confidential client information to CRI Advisors. Please let us know immediately if you have any objection to such transfer of your files.

You consent to us using your financial, tax, and personal information to send to you by any medium: firm newsletters, surveys, press releases, invitations to our seminars, information regarding related services from affiliated companies and/or portfolio companies, and any other communication sent to some or all of our clients. You also consent to us sharing your financial, tax, and personal or confidential information with our affiliated companies and/or portfolio companies. This consent is not conditioned upon our providing services to you.

CORPORATE TRANSPARENCY ACT/BENEFICIAL OWNERSHIP INFORMATION REPORTING

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this MSA. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

SEVERABILITY

If any provision of this MSA or any underlying Engagement Letter(s) is found by any court to be void or otherwise unenforceable, the remainder of this MSA and any underlying Engagement Letter(s) will remain valid and enforceable as though such void or unenforceable provision were absent upon the date of its execution.

COUNTERPARTS

This MSA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party. Signatures provided by facsimile or electronically shall be valid and binding. If we do not receive signed client acknowledgement(s)/authorization from you within ninety (90) days from the date hereof and you continue to interact with us related to your engagement(s) in or after that timeframe, then your continued interaction will signify and represent your agreement.

MODIFICATION

This MSA may be amended, modified, or supplemented only by written agreement executed by all parties. In the event of a conflict between the terms of this MSA and any Engagement Letter(s), the terms of this MSA shall supersede, unless the applicable Engagement Letter(s) specifically states otherwise and references this MSA.

LATE FEES AND INTEREST

Client agrees to pay all services, fees, and costs of any underlying engagement, and payment is due upon receipt of our invoice. We reserve the right, in our sole discretion, to impose late fees or interest on any

balance that is past due. Failure to make timely payments may, upon notice, result in our termination of this MSA and any Engagement Letter(s).

ENTIRE AGREEMENT

This Agreement, including all Engagement Letter(s) and all attachments, schedules, and exhibits hereto or thereto, all of which are incorporated herein by reference, constitutes the full and complete agreement between the parties, including all predecessors of CRI, concerning the subject matter hereof and supersedes all prior and contemporaneous understandings and writings with respect thereto. No additional terms contained in any purchase order, order acknowledgement, confirmation, delivery acknowledgement, similar document, other correspondence, or written or oral communication between the parties will be valid and such additional or conflicting terms are deemed rejected by the parties.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this MSA, please indicate by executing.

Very truly yours,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, L.L.C.

CRI Advisors, LLC

CRI ADVISORS, LLC

Signature

Matt Thibodeaux

Midtown Redevelopment Authority

<signature>

<sign date>

Signature

Al Odom

<signature>

<sign date>

Authorized Signer on behalf of Midtown Redevelopment Authority



To Management and Those Charged with Governance
of Midtown Redevelopment Authority

This Engagement Letter and its attachments, if any, are governed by the Master Services Agreement 2.0 ("MSA") between Carr, Riggs & Ingram, L.L.C. ("CPA Firm", "we", "us", or "our") and the Client; the terms of which are hereby incorporated into this Engagement Letter by reference. By executing this Engagement Letter, the parties agree to and intend to be bound by the terms of the MSA.

"Carr, Riggs & Ingram" and "CRI" are the brand names under which CPA Firm and CRI Advisors, LLC ("CRI Advisors" or "Advisors") provide professional services. Carr, Riggs & Ingram, L.L.C., Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the term "CRI," and terms of similar import, denote the alternative practice structure conducted by CPA Firm, CRI Advisors, their subsidiaries and affiliates, as appropriate.

This Engagement Letter confirms and specifies the terms of our engagement and clarifies the nature and extent of the services we will provide for Midtown Redevelopment Authority ("Client", "Entity", "you", or "your") as of and for the year ended June 30, 2025 (the "Selected Period(s)"). Except as otherwise expressly set forth herein, this Engagement Letter only governs attest services, provided to you by CPA Firm. Except as otherwise expressly set forth herein, any non-attest services, including any non-attest services provided by CRI Advisors or any other entities within the Carr, Riggs & Ingram alternative practice structure, will be governed by (a) separate Engagement Letter(s) between such entity and the Client.

In connection with the alternative practice structure, CRI Advisors maintains custody of client files for CPA Firm and CRI Advisors. By executing this engagement letter, you hereby consent to the transfer to CRI Advisors of all your client files, work papers and work product. Unless you indicate otherwise, your

acceptance of the terms of this engagement shall be understood by us as your consent to transfer such files and records.

SCOPE AND OBJECTIVES

We will audit the financial statements and the disclosures, which collectively comprise the basic financial statement(s) of the Entity for the Selected Period(s) ended for the following: governmental activities, each major fund and the related disclosures to the financial statements, otherwise known as the notes to the financial statements (collectively, the "Financial Statements").

The Financial Statements are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") (the "Selected Basis").

We will perform an audit engagement with respect to the Financial Statements of the Entity. As and if applicable and indicated in the following paragraphs, we will also perform the appropriate procedures related to either supplementary information ("Supplementary Information") and/or required supplementary information ("RSI").

The objectives of our audit are to obtain reasonable assurance about whether the Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your Financial Statements are fairly presented, in all material respects, in conformity with the Selected Basis and report on the fairness of the Supplementary Information referred to below when considered in relation to the Financial Statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the Financial Statements.

The Selected Basis provides for certain RSI, such as management's discussion and analysis ("MD&A"), to supplement Entity's Financial Statements. Such information, although not a part of the Financial Statements, is required by the Governmental Accounting Standards Board ("GASB") who considers it to be an essential part of the financial reporting for placing the Financial Statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with GAAS. These limited procedures will consist of inquires of management regarding methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the Financial Statements, and other knowledge we obtained during our audit of the Financial Statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. This RSI is required by the Selected Basis and will be subjected to certain limited procedures, but will not be audited: MD&A.

We have also been engaged to report on Supplementary Information other than RSI that accompanies the Entity's Financial Statements. We will subject the following Supplementary Information to the auditing procedures applied in our audit of the Financial Statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the Financial Statements or to the Financial Statements themselves, and other

additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the Financial Statements as a whole in a separate written report accompanying our auditor's report on the Financial Statements or in a report combined with our auditor's report on the Financial Statements: the following: Budgetary Comparison Schedule - All Funds; Schedule of Operating and Capital Expenditures; Schedule of Estimated Project Costs to Actual Costs, Schedule of Properties Held - Land Held for Resale, and Schedule of Capital Assets.

OUR RESPONSIBILITIES

We will conduct our audit in accordance with GAAS. We will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the Financial Statements and determine whether the Financial Statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the Financial Statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Entity or to acts by management or employees acting on behalf of the Entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the Financial Statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will obtain an understanding of the Entity and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the Financial Statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.

An audit is not designed to provide assurance on internal control or to identify deficiencies internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning: management override of controls and improper revenue recognition due to fraud.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the Financial Statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Our audit does not relieve you of your responsibilities.

OTHER SERVICES

We will only perform the following non-attest services for the Entity, based upon information provided by you and in accordance with professional standards:

- Assist management in preparing the Financial Statements
- Assist management in preparing the RSI
- Assist management in preparing certain Supplementary Information (Budgetary Comparison Schedule - All Funds; Schedule of Operating and Capital Expenditures; Schedule of Properties Held - Land Held for Resale; and Schedule of Capital Assets)
- Assist management by preparing, proposing and/or recording the following **client-approved** activities and/or journal entries: GASB 34 modified-accrual journal entries

For any non-attest services provided by CRI, you agree to assume all management responsibilities for these non-attest services and any other non-attest services we provide; oversee the services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The non-attest services, if any, are limited to those previously defined in this letter, or as identified in a separate Engagement Letter. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

CLIENT RESPONSIBILITIES

In addition to your responsibilities identified in the MSA, our engagement will be conducted on the basis that you acknowledge and understand your responsibility for:

- designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of Financial Statements that are free from material misstatement, whether due to fraud or error, and monitoring ongoing activities
- the selection and application of accounting principles; for the preparation and fair presentation

of the Financial Statements and all accompanying information in conformity with the Selected Basis

- the preparation and fair presentation of the Financial Statements in conformity with the Selected Basis
- making drafts of Financial Statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers)
- evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern within one year after the date that the financial statements are available to be issued
- providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the Financial Statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence (4) if applicable, you will provide us with the final version of all documents comprising the annual report which includes other information, prior to the date of our auditor's report. If the final version of these documents are not available prior to the date of our auditor's report, they will be provided as soon as practical and the Entity will not issue the annual report prior to providing them to the auditor
- required written representations from you about the Financial Statements and related matters, at the conclusion of our audit
- required written representations that (1) you are responsible for presentation of the Supplementary Information in accordance with GAAP; (2) you believe the Supplementary Information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Supplementary Information.
- adjusting the Financial Statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the Financial Statements taken as a whole
- the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the Financial Statements
- informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors,

regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants

- preparation of the Supplementary Information, as applicable, in conformity with the Selected Basis. You agree to include our report on the Supplementary Information in any document that contains, and indicates that we have reported on, the Supplementary Information and to include the audited Financial Statements with any presentation of the Supplementary Information that includes our report thereon
- if publishing Financial Statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document
- disclosing the date through which subsequent events have been evaluated and whether that date is the date the Financial Statements were issued or were available to be issued
- informing, in writing, the engagement partner before entering into any substantive employment discussions with any CPA Firm or CRI Advisors personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct
- informing us on a timely basis of the name of any single investor in you that owns 20% or more of your equity at any point in time
- informing us on a timely basis of any investments held by you which constitutes 20% or more of the equity/capital of the investee entity at any point in time

ENGAGEMENT ADMINISTRATION

Jessica Ortiz is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We understand that your employees will prepare all confirmations and schedules we request and will locate any documents selected by us for testing. A request list of information we expect to need for our audit will be provided to you. Your prompt attention to and timely return of the requested items will significantly contribute to the efficiency of our audit process.

In accordance with certain regulations, we, as your auditors, are required to make the following commitments:

- The documentation for this engagement is the property of CRI and constitutes confidential information. However, we may be requested to make certain documentation available to regulators, federal or state agencies, governmental agencies, etc. ("regulators" or "agencies") pursuant to authority given to it by law or regulation. If requested, access to such documentation will be provided under the supervision of CPA Firm personnel. Furthermore, upon request, we may provide copies of selected documentation to these regulators or agencies. These regulators or agencies may intend, or decide, to distribute the

copies or information contained therein to others.

- We will file a copy of our most recent peer review report with any applicable regulators or agencies.
- As appropriate, we may meet with those charged with governance before the audit report(s) are filed with any required regulators or agencies.

The information that we obtain in auditing is confidential, as required by the AICPA Code of Professional Conduct. Therefore, your acceptance of this Engagement Letter will serve as your advance consent to our compliance with above commitments.

REPORTING

As part of our engagement, we will issue a written report upon completion of our audit of the Entity's Financial Statements. Our report will be addressed to management, those charged with governance, or both, as appropriate, of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance.

TERMINATION

If for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We reserve the right and sole discretion to withdraw for any reason from this engagement immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by this Engagement Letter and will constitute completion of this engagement.

Our engagement with you will terminate upon the earlier of our delivery of your report or withdrawal. In either case, you agree to compensate us for our services, fees, and costs to the date of withdrawal.

CORPORATE TRANSPARENCY ACT/BENEFICIAL OWNERSHIP INFORMATION REPORTING

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

OUR FEES

We estimate that our fees for these services will be \$45,000.

We will also charge you for applicable out-of-pocket expenses incurred in the course of our engagement, including, but not limited to: technology costs, travel expenses (meals, lodging, transportation, etc.), third party technical resources, administrative costs (courier services, report preparation, copying), and any other direct engagement expenses. We may also charge a fee for applications, subscriptions, hosting, or technology we utilize in providing services to you.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances (such as, but not limited to, difficulty or delays in obtaining requisite responses to necessary or required procedures, significant changes to promulgated standards, time incurred for financial statement adjustment(s) and the related procedures required, or significant changes to your organization or its internal control structure) will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this Engagement Letter, please indicate by executing.

Very truly yours,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, L.L.C.

Signature

Matt Thibodeaux

Midtown Redevelopment Authority

<signature>

<sign date>

Signature

Al Odom

<signature>

<sign date>

Authorized Signer(s)



midtown
H O U S T O N

**INVESTMENT REPORT
FOR QUARTER ENDING
JUNE 30, 2025**



midtown
HOUSTON

August 19, 2025

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

Re: Investment Report – Quarter Ending June 30, 2025

Dear Board of Directors:

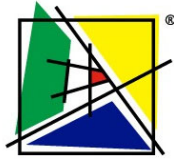
In my capacity as Investment Officer and in compliance with Article III, Section 3.03 and Article IV, Section 4.06 of the Investment Policy of the District, please find attached the 4th Quarter Fiscal Year 2025 Investment Report.

These reports reflect compliance of the Investment Policies of the District, 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,

Matt Thibodeaux
Executive Director

CC: Carr, Riggs & Ingram (CRI)



midtown
H O U S T O N

August 19, 2025

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

Re: Investment Report – Quarter Ending June 30, 2025

Dear Board of Directors:

I have prepared the Quarterly Investment Report for the 4th Quarter FY2025 in my capacity as Midtown District CPA. This report is presented in accordance with Article III, Section 3.03 and Article IV, Section 4.06 of the Investment Policy of the District.

The average yield rate on all investment accounts this quarter is 4.3084% with the highest yield from the Logic accounts at 4.43% on average. The amount of interest earned from investment accounts for the quarter was \$403,402. The report reflects the compliance of your investment portfolio with the Investment Policies of the District 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,

Melissa Morton, CPA
Midtown District CPA

CC: Carr, Riggs & Ingram (CRI)



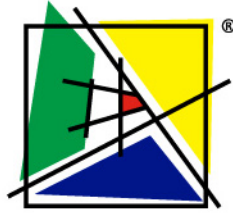
MIDTOWN REDEVELOPMENT AUTHORITY
INVESTMENT REPORT
QUARTER ENDED JUNE 2025

80

ACCOUNT NAME / FUND	QTR BEGINNING BOOK VALUE	TRANSACTIONS		ENDING BOOK VALUE	INTEREST - By Qtr FY 2024					QTRLY AVG INTEREST YIELD RATE
		DEPOSITS	WITHDRAWALS/TRANSFERS		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	QUARTER TO DATE TOTAL	
OPERATING FUNDS	25,004,070.09	1,162,225.95	2,697,692.82	23,468,603.22	214,379.46	164,289.74	295,972.01	266,052.28	940,693.49	
LOGIC Operating	24,453,506.31	260,512.26	1,500,000.00	23,214,018.57	214,040.08	151,311.70	277,647.67	260,512.26	903,511.71	4.43%
TexSTAR Operating	7,895.04	84.99		7,980.03	101.19	92.12	84.37	84.99	362.67	4.30%
Texas Capital MM	542,668.74	901,628.70	1,197,692.82	246,604.62	238.19	12,885.92	18,239.97	5,455.03	36,819.11	4.42%
AFFORDABLE HOUSING	6,812,161.59	6,111,782.69	1,740,000.00	11,183,944.28	50,648.50	93,459.17	79,177.48		337,832.78	
TexSTAR Affordable Housing	2,287.59	24.60		2,312.19	29.25	26.78	24.36	24.60	104.99	4.30%
LOGIC Affordable Housing	6,541,260.35	5,105,972.00	1,000,000.00	10,647,232.35	50,619.25	78,244.11	72,053.91	105,972.00	306,889.27	4.43%
Texas Capital AH MM	268,613.65	1,005,786.09	740,000.00	534,399.74		15,188.28	7,099.21	8,551.03	30,838.52	4.42%
PLEDGE REVENUE	79,410.41	13,355,460.79	13,346,593.12	88,278.08	-	-	-		-	
677 Fund U.S. Treasury Money Mk	79,410.41	13,355,460.79	13,346,593.12	88,278.08	-	-	-		-	0.00%
DEBT SERVICE FUND	7,245,252.38	5,811,534.38	5,699,756.16	7,357,030.60	-	-	-		-	
Debit Service 2896	7,245,252.38	5,811,534.38	5,699,756.16	7,357,030.60	-	-	-		-	0.00%
RESERVE FUND	7,443,147.57	139,228.98	433,024.14	7,149,352.41	98,822.79	88,251.51	80,258.55	79,982.86	267,332.85	
TexSTAR Debit Service Money Mk	7,443,147.57	139,228.98	433,024.14	7,149,352.41	98,822.79	88,251.51	80,258.55	79,982.86	267,332.85	4.36%
2011 ESCROW 1998 2001	9.99	-	9.99	0.00		-	-		-	
2011 Escrow 1998 2001 (x264)	9.99		9.99						-	0.00%
AUSTIN MAINTENANCE FUN	3,990.06	37.88	-	4,027.94		42.84	38.05	37.88	118.77	
677 Fund U.S. Treasury Money Mk	3,990.06	37.88	-	4,027.94		42.84	38.05	37.88	118.77	3.75%
PROJECT FUND	4,933.16	40.28	-	4,973.44	65.11	40.28	74.75	55.53	235.67	
LOGIC 2017 Project	4,933.16	40.28	-	4,973.44	65.11	40.28	74.75	55.53	235.67	4.36%
REPORT GRAND TOTAL	46,592,975.25	26,580,310.95	23,917,076.23	49,256,209.97	363,915.86	346,083.54	455,520.84	403,402.37	1,546,213.56	

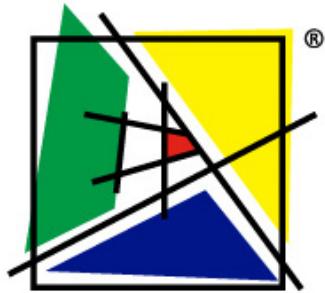
(65,329,217.78)

(46,582,608.86)



midtown
HOUSTON

MIDTOWN AFFORDABLE HOUSING PROGRAM



midtown
H O U S T O N

**PURCHASE & SALE
AGREEMENT
WITH CITY OF
HOUSTON**

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “Agreement”) is entered into among **Midtown Redevelopment Authority**, a Texas public nonprofit local government corporation (“Authority” or “Seller”), and the **City of Houston, Texas**, a Texas municipal corporation situated in Harris, Fort Bend, and Montgomery Counties, Texas (“City” or “Purchaser”). Seller and Purchaser may also be referred to singularly as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, the Authority, which was created by the City to administer Reinvestment Zone Number Two, City of Houston, Texas, owns a vacant tract of land consisting of approximately 2.334 acres (101,978 square feet) located on the south side of Old Spanish Trail between Blythewood Street and Calhoun Road (as further defined in Section 1 hereof, the “Property”); and

WHEREAS, the City desires to acquire the Property from the Authority for use as the future site of Fire Station #40 (the “Fire Station”); and

WHEREAS, the Authority desires to sell the Property to the City for a total purchase price of \$600,000.00 (as set forth in Section 2 hereof, the “Purchase Price”), which is an amount equal to the sum of (i) the original purchase price of \$495,000.00 paid by the Authority to acquire the Property in 2014, and (ii) the amount of \$105,000.00 to partially reimburse the Authority to maintain, insure and administer the Property for affordable housing purposes since the acquisition of the Property in 2014; and

WHEREAS, the current Fire Station is located within the floodplain at 5830 Old Spanish Trail, consists of two bays, and has limited resources and living accommodations for firefighters, affecting its ability to serve the community’s needs; and

WHEREAS, the City has identified the Property as an ideal location for its planned construction of a new four-bay Fire Station with the capacity to provide additional resources for the growing population and high emergency call volume within this service area;

WHEREAS, the Authority recognizes the importance of developing the necessary public safety infrastructure to support a community in which affordable housing development is leading to a growing population; and

WHEREAS, in consideration of the benefits that the City’s public safety infrastructure improvements will provide to this service area, and the City as a whole, through an expanded Fire Station, the Authority desires to sell the Property to the City for the Purchase Price; and

WHEREAS, upon Closing (as defined in Section 8 hereof), the Authority will deposit the proceeds from the sale of the Property into the Authority’s Affordable Housing Account to be used to develop affordable housing consistent with the City’s affordable housing policies;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Seller and Purchaser hereby

agree as follows:

AGREEMENT

1. Sale and Purchase. Seller agrees to sell, convey, and assign to Purchaser, and Purchaser agrees to purchase and accept from Seller, for the Purchase Price, and subject to terms and conditions of this Agreement:

Approximately 2.334 acres (101,978 square feet) being a tract or parcel of land out of a 10 acre tract described in Deed to Mary Richter and husband, Zeno Richter, dated March 3, 1917 and recorded in Volume 379, Page 185 of the Deed Records of Harris County, Texas, and being out of the LUKE MOORE SURVEY, ABSTRACT NO. 51, Harris County, Texas, and being more particularly described on **Exhibit A** attached hereto and incorporated herein;

together with all improvements thereon, all rights and interests appurtenant thereto, including all of Seller's right, title, and interest, if any, in and to adjacent streets, alleys, rights-of-way, easements, any adjacent strips or gores of land, any awards for damage to such tracts or parcels or any part by reason of casualty (collectively, the "Land"), and all improvements of every kind and description located in, on, over, and under the Land (collectively, the "Improvements"). The Land and the Improvements are collectively called the "Property." All of the Property shall be conveyed, assigned, and transferred to Purchaser at Closing free and clear of all liens, claims, easements and encumbrances whatsoever, except for the Permitted Encumbrances (as hereinafter defined).

2. Purchase Price. The Purchase Price for which Seller agrees to sell and convey the Property to Purchaser, and which Purchaser agrees to pay to Seller, subject to the terms hereof, is \$600,000.00.

Purchaser shall pay the Purchase Price to Seller in good funds on the Closing Date (as hereinafter defined), subject to any adjustments provided for in this Agreement.

3. Seller's Representations, Warranties and Covenants. Seller hereby represents and warrants to, and covenants with Purchaser that:

a. Seller will have as of the Closing Date good and indefeasible title in fee simple to the Land, subject only to the Permitted Encumbrances, and free and clear of all liens;

b. As of the Closing Date, there are no, nor will there be, any actions, suits, claims, assessments, or proceedings pending or, to the actual knowledge of Seller, threatened, that could materially adversely affect the ownership, operation, or maintenance of the Property or Seller's ability to perform hereunder;

c. Seller shall use good faith efforts to promptly notify Purchaser of any material change with respect to the Property or with respect to any information furnished at any time by Seller to Purchaser respecting the Property;

d. From the Effective Date until the Closing Date, Seller shall:

(i) maintain and operate the Property in a good and business-like manner in accordance with good and prudent business practices, and not commit or consent to be committed any waste to the Property;

(ii) not enter into any agreement or instrument or take any action that would constitute an encumbrance of the Property, that would bind Purchaser or the Property after the Closing Date, or that would be outside the normal scope of maintaining and operating the Property, without the prior written consent of Purchaser; and

(iii) afford Purchaser and its representatives the continuing right to inspect and perform non-invasive tests on the Property at reasonable hours and upon reasonable written notice, and inspect all books, records, contracts, and other documents or data pertaining to the ownership, insurance, operation, or maintenance of the Property;

e. All bills and other payments due from Seller with respect to the ownership, operation, and maintenance of the Property have been (or by the Closing Date will be) paid by Seller and no liens or other claims for the same have been (or by the Closing Date will be) filed or asserted against any part of the Property;

f. Seller has full right, power and authority to execute, deliver, and perform this Agreement without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Agreement, when executed and delivered by Seller and Purchaser, will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms;

g. Seller is not a "foreign person" (as defined in Internal Revenue Code Section 1445(f)(3) and the regulations issued thereunder); and

h. Seller (i) is not in receivership or dissolution, (ii) has not made any assignment for the benefit of creditors, (iii) has not admitted in writing its inability to pay its debts as they mature, (iv) has not been adjudicated a bankrupt, (v) has not filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law, or any other similar law or statute of the United States or any state, or (vi) does not have any such petition described in (v) filed against Seller.

4. Purchaser's Representations, Warranties, and Covenants. Purchaser hereby represents and warrants to, and covenants with, Seller that Purchaser has full right, power, and authority to execute, deliver, and perform this Agreement, subject to approval of this Agreement by the City Council, the signature of the Mayor and the countersignature of the City Controller. This Agreement, when executed and delivered by Seller and Purchaser, in the manner and subject to the approvals described above, will constitute the valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms.

5. Feasibility Period; Title Report and Survey.

a. Within ten (10) days following the date that this Agreement is countersigned by the City Controller (the "Effective Date"), Purchaser shall deposit **\$100.00** (the "Option to Purchase Consideration"), in escrow with Charter Title Company (the "Title Company"). At Closing, the Option to Purchase Consideration shall be applied to the Purchase Price. In the event the Closing does not occur, for any reason, the Option to Purchase Consideration shall be nonrefundable to Purchaser.

b. Within fifteen (15) days following the Effective Date, Seller shall provide to Purchaser the following items relating to the Property in any way, if any of the items are in Seller's possession: (1) copies of all documents indicating compliance or noncompliance with any governmental entity with jurisdiction over the Property; (2) any soil, engineering and environmental reports, provided that after Purchaser's review of the reports, Purchaser may require additional independent third party testing; (3) all contracts and agreements that are not cancelable upon thirty (30) days' notice; and (4) copies of all tax bills and government assessments.

c. Commencing on the Effective Date and ending at the expiration of up to 60 days thereafter (which time period may be shortened by Purchaser at its option), Purchaser shall have a period (the "Feasibility Period") during which Purchaser may examine the Property and conduct any and all such tests and studies as Purchaser may desire, including but not limited to environmental and asbestos testing, in order to determine if the Property is suitable for Purchaser's purposes. During such period, Purchaser may obtain an additional survey at Purchaser's expense (the "Survey"), title commitment (the "Title Commitment"), and Phase I and Phase II environmental site assessments of the Property. If any environmental issues arise, Purchaser shall have the option to extend the Feasibility Period for an additional 30 days. At the end of the Feasibility Period, Purchaser shall notify Seller in writing if Purchaser desires to terminate this Agreement. If Purchaser does not notify Seller, Purchaser shall be deemed to have elected to proceed to Closing, subject to the terms hereof. Purchaser has the right to terminate this Agreement at any time within the Feasibility Period.

d. In the event that Purchaser's environmental testing reveals the presence of any environmental contamination in levels requiring remediation, Purchaser shall notify Seller. Thereupon, either Seller or Purchaser may terminate this Agreement, whereupon all moneys deposited by Purchaser except the Independent Consideration shall be refunded to Purchaser.

e. Purchaser shall have until the end of the Feasibility Period to examine the items delivered pursuant to Sections 5(b), a Title Commitment and a current Survey, provided by Seller at Seller's sole cost and expense, and to specify to Seller those items affecting the Property that Purchaser finds objectionable (the "Encumbrances"). Items shown in the Title Commitment or Survey and not objected to by Purchaser in its written objections within such period shall be deemed items for which Purchaser will accept title (the "Permitted Encumbrances"). Notwithstanding anything to the contrary contained in this Agreement, Seller shall have no obligation to bring any action or proceeding or otherwise to incur any expense whatsoever to eliminate, cure, remove or modify Purchaser's title or survey objections, except for exceptions voluntarily caused or created by Seller after the Effective Date. The Title Company shall deliver on the Closing Date an amended Title Commitment reflecting the cure of the Encumbrances. Any liens affecting the Property shall be Encumbrances, whether or not so specified in any notice by Purchaser, and Seller shall cause the liens to be released at or prior to Closing.

f. If Seller fails or is unwilling to cause all of the Encumbrances to be removed or cured by the Closing Date, or if the Title Commitment or Survey indicates that Seller does not own indefeasible fee simple title to the Land, Purchaser shall have the following rights, as its sole and exclusive remedies:

(i) to terminate this Agreement by giving Seller written notice, in which event the Earnest Money (as hereinafter defined), save and except the Independent Consideration, shall be returned to Purchaser, and neither party shall have any further rights, duties, or obligations hereunder; or

(ii) to elect to waive the Encumbrances not so removed or cured and close the purchase and sale contemplated by this Agreement without any reduction in the Purchase Price in accordance with the remaining terms and provisions, whereupon the Encumbrances not so removed or cured shall become Permitted Encumbrances, to be treated in the manner provided herein for Permitted Encumbrances.

6. As-Is, Where-Is. Purchaser and its representatives, prior to the date of Closing, will have been afforded the opportunity to make such inspections of the Property and matters related thereto as Purchaser and its representatives desire. Purchaser acknowledges and agrees that the Property is to be sold and accepted by Purchaser in an "as-is" condition, with all faults except for (a) Seller's representations, warranties and covenants set forth in Section 3, and (b) the warranty of title in the Deed referred to in Section 8(b)(i).

7. Earnest Money. Upon the expiration of the Feasibility Period, Purchaser shall deposit in escrow with the Title Company the amount of \$12,000.00 (the "Earnest Money"), which shall be held by the Title Company in an interest-bearing account as earnest money to bind the transaction contemplated hereby. Unless otherwise delivered to Seller or Purchaser pursuant to the terms hereof, the Earnest Money, together with all interest thereon, shall be credited to the Purchase Price at the Closing. The Title Company shall acknowledge receipt of the Earnest Money in writing.

8. Closing. The consummation by the parties of the transaction contemplated by this Agreement is herein called the "Closing." Closing shall take place on or before the expiration of thirty (30) days after expiration of the Feasibility Period, with the exact time and date (the "Closing Date") of Closing to be specified in a written notice from Purchaser to Seller at least seven (7) days in advance of such date. The time, date or location of Closing may be modified by agreement of the parties.

At the Closing, the following (which are mutually concurrent conditions) shall occur:

a. Purchaser, at its sole cost and expense, shall deliver or cause to be delivered to Seller, through the Title Company:

(i) The balance due for the Purchase Price, adjusted as provided for herein, such amount to be paid in good funds;

(ii) Evidence satisfactory to Seller and the Title Company that the person executing the Closing documents on behalf of Purchaser has full right, power, and authority to do so; and

(iii) Any other instruments duly executed by Purchaser as are customarily executed in Harris County, Texas to effectuate the conveyance of property similar to the Property, as may be reasonably required by the Title Company.

b. Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser, through the Title Company, the following:

(i) A Special Warranty Deed in form and substance substantially equivalent to the form shown on **Exhibit B** attached hereto and incorporated herein, fully executed and acknowledged by Seller, conveying to Purchaser good and indefeasible fee simple title in and to the Land and any Improvements thereon, subject only to the Permitted Encumbrances as provided for in Section 5(e);

(ii) Evidence satisfactory to Purchaser and the Title Company that the person executing the Closing documents on behalf of Seller has full right, power, and authority to do so;

(iii) An executed and acknowledged affidavit that Seller is not a "foreign person" as described in Section 3.i. herein;

(iv) A certificate, executed and sworn to by Seller, confirming that there are no unpaid bills, claims, debts, or liens relating to the Property arising through or under Seller as of the Closing Date except with respect to specified bills, claims, debts, or liens;

(v) Such other instruments duly executed by Seller as are customarily executed in Harris County, Texas to effectuate the conveyance of property similar to the Property, as may be reasonably required by the Title Company with the effect that, after the Closing, Purchaser will have succeeded to all of the rights, titles and interests of Seller related to the Property and Seller will no longer have any rights, titles or interests in and to the Property.

c. Seller shall pay, in addition to any other costs to be paid by Seller as provided elsewhere herein, (i) the basic title insurance premium for the title insurance policy on the Property acquired by Purchaser, (ii) the cost to record and file any releases of Encumbrances, (iii) Seller's own attorneys' fees.

d. Purchaser shall pay any costs of Purchaser's inspection or evaluation of the Property, Purchaser's own attorneys' fees, costs to prepare and record the deed, additional title premiums for any title endorsements required by Purchaser, and any other costs to be paid by Purchaser as provided elsewhere herein.

e. Any escrow fees and delivery fees charged by the Title Company, and any other routine closing fees, shall be allocated as is customary in Harris County, Texas. All normal and customarily proratable items, including but not limited to real estate and personal property taxes, rents, and utility bills, if any, shall be prorated as of the Closing Date, Seller being charged

and credited for all of the same up to such date and Purchaser being charged and credited for all of same on and after such date. If the actual amounts to be prorated are not known at the Closing Date, the prorations shall be made on the basis of the best evidence available, and thereafter, when actual figures are received, a cash settlement will be made between Seller and Purchaser. Seller hereby acknowledges that Seller is not subject to ad valorem taxes. Seller's prorated taxes, if any, shall be dispersed to the appropriate tax collector by the Title Company at closing. If this sale or Purchaser's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Purchaser. This paragraph survives closing.

f. On or before the Closing Date, Seller and its agents, employees, tenants and occupants, shall vacate the Property and deliver to Purchaser possession of the Property with all parts of the Property in the same condition as of the Effective Date, excepting normal wear and tear.

9. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same with the United States Postal Service, addressed to the party to be notified, postage prepaid and in registered or certified form, with return receipt requested, or by deposit with Federal Express for overnight delivery, or other reputable overnight courier or email (with retained receipt). Notice given as aforesaid shall be effective on the date actually received at the address to which such notice was sent, or if delivery is refused or not accepted, such notice shall be effective on the date of such refusal or failure to accept delivery. Notice given in any other manner shall be effective only upon receipt by the party to whom it is addressed. For purposes of notice, the addresses of the parties shall be as follows:

If to Seller, to: Midtown Redevelopment Authority
Attention: Matt Thibodeaux, Executive Director
410 Pierce Street, Suite 355
Houston, Texas 77002
mthibodeaux@midtownhouston.com

If to Purchaser, to: City of Houston, Texas
Attention: Richard Vella
General Services Department
900 Bagby Street, 2nd Floor
Houston, TX 77002
richard.vella@houstontx.gov

Either party may change its address to another location in the continental United States, upon five (5) days' prior written notice to the other given in the manner provided above.

10. Brokerage. The Parties warrant to one another that they have not dealt with any other finder, broker or Realtor in connection with this Agreement. **IF ANY PERSON SHALL ASSERT A CLAIM TO A FINDER'S FEE OR BROKERAGE COMMISSION ON ACCOUNT OF ALLEGED EMPLOYMENT AS A FINDER OR BROKER IN CONNECTION WITH THIS AGREEMENT, THE PARTY UNDER WHOM SUCH PERSON IS CLAIMING SHALL (BUT ONLY TO THE EXTENT PERMITTED BY LAW) INDEMNIFY AND HOLD THE OTHER PARTY**

HARMLESS FROM AND AGAINST ANY SUCH CLAIM AND ALL COSTS, EXPENSES AND LIABILITIES INCURRED IN CONNECTION WITH SUCH CLAIM OR ANY ACTION OR PROCEEDING BROUGHT ON SUCH CLAIM, INCLUDING, BUT NOT LIMITED TO, COUNSEL AND WITNESS FEES AND COURT COSTS IN DEFENDING AGAINST SUCH CLAIM. The indemnification provisions of this Section shall survive termination of this Agreement or the Closing.

11. Assignment. Purchaser shall have the right to assign this Agreement, or any right or interest hereunder, after providing Seller written notice. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

12. Governing Law; Enforcement.

a. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and is further subject to all terms and provisions of the Charter and Code of Ordinances of the City of Houston, Texas. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in Houston, Harris County, Texas.

b. Should any provision of this Agreement require judicial interpretation, Seller and Purchaser hereby agree and stipulate that the court so interpreting or considering shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of any rule or conclusion that a document should be construed more strictly against the party who prepared it, it being agreed that all parties hereto have participated in the preparation of this Agreement and that each party had full opportunity to consult legal counsel of its choice prior to the execution of this Agreement.

c. The City Attorney or his or her designee shall have the right to enforce all legal rights and obligations under this Agreement without further authorization from other City officials, and Seller covenants to provide the City Attorney with all documents and records that the City Attorney reasonably deems necessary to assist in determining Seller's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

13. Remedies.

a. If Purchaser fails or is unable to perform its obligations pursuant to this Agreement for any reason other than Purchaser's termination hereof pursuant to a right granted to Purchaser in this Agreement to do so, or breach by Seller of its representations, warranties or agreements hereunder, then Seller, as its sole and exclusive remedy, shall have the right to terminate this Agreement by giving Purchaser written notice thereof, in which event neither party hereto shall have any further rights, duties, or obligations hereunder, and the Title Company shall deliver the Earnest Money and interest thereon to Seller as liquidated damages (and not as penalty) for the breach by Purchaser (Seller and Purchaser hereby acknowledging that the amount of damages resulting from a breach of this Agreement by Purchaser would be difficult or impossible to accurately ascertain).

b. If Seller fails or is unable to perform any of its obligations or agreements hereunder, either prior to or at Closing, or if any of Seller's representations or warranties made hereunder, or any of the information furnished by Seller pursuant hereto, should be either false or misleading in any material respect, Purchaser shall have the right and option, as its sole and exclusive remedies, to:

(i) terminate this Agreement by giving Seller written notice thereof, in which event neither party hereto shall have any further rights, duties, or obligations hereunder, and the Title Company shall deliver the Earnest Money and all interest thereon, save and except the Independent Consideration to be delivered to Seller, to Purchaser; or

(ii) enforce specific performance of the obligations of Seller to convey and assign the Property to Purchaser pursuant to the terms hereof and to perform its other obligations hereunder, provided that, in the event that Purchaser seeks specific performance, an action seeking such remedy must be filed within six (6) months of Seller's default or alleged default, or the same shall be deemed barred and Purchaser's sole remedy shall be as set forth in (i) above.

14. Damage or Taking Prior to Closing. Prior to Closing, risk of loss with regard to the Property shall be borne by Seller. If, prior to Closing, the Property, or any portion thereof, is materially damaged or becomes subject to a taking (other than by the Purchaser) by virtue of eminent domain, Purchaser shall have the option, which must be exercised by it within fifteen (15) business days (and the Closing will be automatically extended, if necessary, to provide Purchaser with such fifteen (15) business day period) after its receipt of written notice from Seller advising of such damage or taking (which Seller hereby agrees to give), to terminate this Agreement or to proceed with the Closing. If Purchaser elects to terminate this Agreement, all rights, duties, obligations and liabilities created hereunder shall cease, and the Earnest Money and any interest thereon, save and except the Independent Consideration to be delivered to Seller, shall be returned to Purchaser. If Purchaser elects to proceed with the Closing, all rights, duties, obligations and liabilities created hereunder shall continue, and (a) Purchaser shall be entitled to any and all insurance proceeds or condemnation awards payable as a result of such damage or taking, and (b) Seller shall assign to Purchaser at Closing all of Seller's rights to such proceeds or awards.

15. Entire Agreement. This Agreement is the entire agreement between Seller and Purchaser concerning the sale of the Property and no modification thereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless in writing and signed by the party to be bound.

16. Exhibits. Attached hereto and incorporated herein for all purposes are the following exhibits:

- | | |
|------------------|-------------------------------|
| Exhibit A | LEGAL DESCRIPTION OF PROPERTY |
| Exhibit B | SPECIAL WARRANTY DEED |

17. Confidentiality. Seller and Purchaser agree to use their best efforts to keep confidential price, terms, conditions, and all other information that is a part of this transaction. Seller and Purchaser agree that they will disclose such matters only to such third parties as may be necessary to carry out usual and customary activities related to the transaction. Seller has the right to discuss with others any offer or agreement regarding the City's acquisition of the subject property, or may (but is not required to) keep the offer or agreement confidential from others. Notwithstanding the foregoing, the Parties acknowledge that the terms of this transaction may become known to the public when the matter is considered by the board of directors of the Authority, by the City Council, or pursuant to a request under the Texas Public Information Act.

18. Miscellaneous.

a. The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

b. Each and every agreement contained in this Agreement is, and shall be construed as, a separate and independent agreement. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

c. The obligations of the Agreement that cannot be performed before termination of this Agreement or before Closing will survive termination of this Agreement or Closing, and the legal doctrine of merger will not apply to these matters. However, if there is any express conflict between the closing documents provided pursuant to Section 8 hereinabove and this Agreement, the closing documents will control.

d. Time is of the essence in this Agreement.

e. Following the execution of this Agreement by Purchaser through its Mayor, the Assistant Director – Asset Management and Strategic Planning Division, General Services Department for the City shall have the authority to act on the behalf of Purchaser in making extensions to the Closing Date or to make other modifications to this Agreement for the purposes of enabling the achievement of the Purchaser's objectives to acquire the Property from Seller.

f. Each Party may sign and deliver this Agreement electronically or by electronic means and an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

[Execution pages follow]

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS, each of which shall be an original, which together shall constitute but one and the same instrument, to become effective on the Effective Date.

SELLER:

MIDTOWN REDEVELOPMENT AUTHORITY,
a Texas public nonprofit local government
corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

PURCHASER:

CITY OF HOUSTON, TEXAS

ATTEST:

Troy Lemon
Interim City Secretary

John Whitmire
Mayor of the City of Houston

COUNTERSIGNED:

Chris Hollins
Controller

Countersignature Date:

APPROVED AND RECOMMENDED:

C.J. Messiah, Jr.
Director
General Services Department

Gwendolyn Tillotson-Bell
Chief Economic Development Officer

Richard Vella
Assistant Director
General Services Department

Thomas Munoz
Chief
Houston Fire Department

APPROVED AS TO FORM:

Mark Swaim
Senior Assistant City Attorney
LD-RE-0000004079

TITLE COMPANY ACKNOWLEDGMENT

The undersigned Title Company acknowledges its receipt of an executed copy of this Agreement as of the date set forth below, agrees that it is the “reporting person” for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and agrees to comply with the terms of this Agreement applicable to Title Company, including the obligation to hold and disburse the Earnest Money, if any, in accordance herewith.

CHARTER TITLE COMPANY

By: _____
Name: _____
Title: _____
Date: _____, 2025

Charter Title Company
1717 West Loop South, 12th Floor
Houston, TX 77027
Attn: Kerry McKay
Email: Kerry.McKay@chartertitle.com

EXHIBIT A**LEGAL DESCRIPTION OF PROPERTY**

A tract or parcel of land out of a 10 acre tract described in Deed to Mary Richter and husband, Zeno Richter, dated March 3, 1917 and recorded in Volume 379, Page 185 of the Deed Records of Harris County, Texas, and being out of the LUKE MOORE SURVEY, ABSTRACT NO. 51, Harris County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch iron rod found for the most Southerly corner of the said 10.00 acre tract in the Northwest line of Calhoun Road;

THENCE North 66 deg. 25 min. 06 sec. West, a distance of 535.95 feet to a 1 inch iron pipe found in the Southeast line of Old Spanish Trail (US Highway 90A) for corner;

THENCE North 70 deg. 00 min. 00 sec. East, along the Southerly line of said Old Spanish Trail, a distance of 438.41 feet to a 1/2 inch iron rod found for corner;

THENCE South 19 deg. 32 min. 55 sec. East (called South 19 deg. 10 min. 55 sec. East), along a 6 foot high wooden fence a distance of 129.74 to a 2 inch steel fence post for corner;

THENCE South 80 deg. 20 min. 12 sec. East, a distance of 27.26 feet to a 1/2 inch iron rod found for an angle corner;

THENCE North 23 deg. 00 min. 12 sec. East, a distance of 18.95 feet to a 2 inch steel fence post for corner;

THENCE North 69 deg. 56 min. 47 sec. East, a distance of 31.00 feet to a 2 inch steel fence post for corner;

THENCE 66 deg. 18 min. 34 sec. East, a distance of 80.60 feet to a 1/2 inch iron pipe found in the Northerly line of Calhoun Road for corner;

THENCE South 23 deg. 30 min. 07 sec. West, along the Northerly line of Calhoun Road, a distance of 252.87 feet to the POINT OF BEGINNING and containing 101,978 square feet or 2.3411 acres of land, more or less.

EXHIBIT B**SPECIAL WARRANTY DEED**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS

COUNTY OF HARRIS

GRANTOR:

Midtown Redevelopment Authority, a Texas public nonprofit local government corporation

GRANTOR'S MAILING ADDRESS:

410 Pierce Street, Suite 355
Houston, Texas 77002

GRANTEE:

The City of Houston, Texas, a Texas municipal corporation situated in Harris, Fort Bend and Montgomery Counties, Texas

GRANTEE'S MAILING ADDRESS:

P. O. Box 1562
Houston, Texas 77251

CONSIDERATION:

Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration

PROPERTY:

A tract or parcel of land out of a 10 acre tract described in Deed to Mary Richter and husband, Zeno Richter, dated March 3, 1917 and recorded in Volume 379, Page 185 of the Deed Records of Harris County, Texas, and being out of the LUKE MOORE SURVEY, ABSTRACT NO. 51, Harris County, Texas, and being more particularly described on Exhibit A attached hereto.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made by Grantor and accepted by Grantee subject to all matters of record with the County Clerk of Harris County, Texas, affecting the Property and all matters affecting the Property that are visible on the ground or that would be shown on a current survey of the Property, but only to the extent the same are valid, enforceable against municipalities, and relate to the Property.

Grantor, for the consideration, and subject to the reservations from and exceptions to conveyance and warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto and improvements thereon in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty set forth above, when such claim is by, through or under Grantor, but not otherwise.

[Signature pages follow]

IN WITNESS WHEREOF, these presents have been executed by Grantor this _____ day of _____, 20__.

GRANTOR:

Midtown Redevelopment Authority,
a Texas public nonprofit local government
corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____, the _____ of the Midtown Redevelopment Authority, a Texas public nonprofit local government corporation, on behalf of said local government corporation.

Notary Public, State of Texas

Accepted:

GRANTEE:

THE CITY OF HOUSTON, TEXAS

ATTEST:

Troy Lemon
Interim City Secretary

John Whitmire
Mayor of the City of Houston

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the _____ day of _____, 20____, by John Whitmire, Mayor of **THE CITY OF HOUSTON, TEXAS**, a Texas municipal corporation located in Harris, Fort Bend and Montgomery Counties, Texas, on behalf of said municipal corporation.

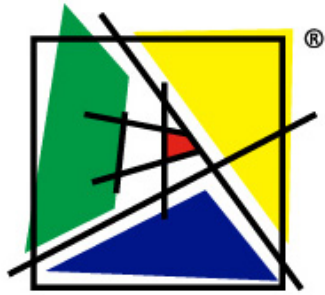
Notary Public, State of Texas

Approved as to Form:

Mark Swaim
Senior Assistant City Attorney
LD-RE-0000004079

Exhibit A**Legal Description of Property***[to be inserted]*

DRAFT



midtown
H O U S T O N

**HEART OF
HOUSTON**

MEMORANDUM

To: Matt Thibodeaux, Executive Director
Midtown Redevelopment Authority

cc: *Mary Buzak, Bracewell LLP*
Kandi Schramm, Midtown Redevelopment Authority

From: Affordable Housing Consultant Advisory Group (AHCAG)

Date: August 14, 2025

Subject: Request for Consideration of Modification to the Sales Prices and Number of Units to be Built on 11 Midtown Redevelopment Authority-owned properties by the Heart of Houston CDC-CHDO

Pursuant to the memorandum dated May 22, 2025, the MRA Board approved a Request for conveyance of 11 lots to the Heart of Houston Community Development Corporation (Heart of Houston), a Community Housing Development Organization (CHDO). The request was submitted as part of the City of Houston Housing and Community Development Department (HCDD) administration of the CHDO Single Family Home Development Organization program. This program enhances and expands the availability of affordable homes in Houston's neighborhoods. Its focus is to enable low to moderate-income households whose income does not exceed 80% of the Area Median Income (AMI) to become homeowners.

The May 22 support memorandum detailed the specific purposes of the CHDO Single family program as follows:

- It aims to develop and promote high-quality, sustainable Energy Star-certified affordable single-family homes.
- It strives to maximize available resources by collaborating with community developers to offer a broader range of affordable housing options.
- The program provides homebuyer assistance through CHDOs and extends homeownership opportunities to families earning less than 80% of the Area Median Income (AMI).

The City of Houston HCDD has asked that eleven 5,000 square foot tracts of land from the Midtown Redevelopment Authority inventory be conveyed to the Heart of Houston CDC-CHDO, a Community Housing Development Department to facilitate the development of eleven single family detached for-sale housing units. The land would be conveyed in two phases. Six tracts of land are to be conveyed in a first phase and five tracts of land will be conveyed in a second phase.

The memorandum included an Exhibit A which displayed a list of the eleven tracts of land, along with Harris Central Appraisal District (HCAD) numbers and sales prices of \$250,000 for each house. These tracts of land are located within the boundary of the Houston Housing Authority's Cuney Homes Choice Neighborhoods initiative, which features a partnership between the Houston Housing Authority and the

City of Houston. Conveyance of these tracts of land to Heart of Houston CDC-CHDO would help the partners meet a goal of employing a \$50 million Choice Neighborhoods implementation grant to leverage \$610.7 million and kickstart the community-driven Transformation Plan completed for the Third Ward-Cuney Homes community. Heart of Houston's commitment for the Choice Neighborhoods Cuney Homes project is approximately \$2.75M for development. This is part of the City's commitment of \$16m to the Third Ward-Cuney Homes Choice Neighborhoods corridor.

The conveyance of five tracts as part of Phase II would be conditioned on sufficient progress being made toward construction of the housing units to be built on the six tracts conveyed for Phase I. The City of Houston HCDD will assume responsibility for monitoring progress and ensuring that the City of Houston's HCDD Minimum Construction Standards are met. Also, the City of Houston HCDD will qualify each individual homebuyer and report these additional homes to HUD as part of its HOME Partnership Grant. Moreover, the grant agreement between Heart of Houston CDC-CHDO and the Midtown Redevelopment Authority will contain reversionary language to that effect.

In addition:

- The City of Houston HCDD will pay for environmental studies and land surveys.
- The City of Houston HCDD "Minimum Construction Standards for Rehabilitation, Reconstruction and New Construction" will be applied.
- Down payment assistance may be provided to homebuyers.
- The average square footage of livable space will be 1,970 square feet.
- Bedroom/Bathroom sizes will be 3/2 or 4/2.5.
- Garages will typically be built to hold two cars.

On July 17, 2025, Heart of Houston submitted the Cuney Homes SEDO Duplex Project proposal to modify this authorization to increase the number of houses to be constructed from eleven houses to twenty-two houses. Each of the lots would be divided, sold through fee simple ownership, as listed in the attached Exhibit A-1, Project specifications Summary and Maximum Prices.

Each of the specific units is priced at \$264,0000 and is described as follows:

- One of 11 Duplexes to sell to 22 families
- Each unit features 3 bedrooms, 2.5 bathrooms
- Each unit will include Single car garage
- Each unit will have 1600 square feet of living space
- Each unit will be priced at \$165 per livable square foot space (totaling \$ 264,000)
- Each unit will have a shared wall agreement, recorded in Harris County Deed records

The AHCAG Team reviewed the floor plan, livable square foot calculation and maximum sales price limitation of \$165 per livable square foot. The Team requested confirmation that the construction would comply with the updated city HCD guidelines related to Minimum Construction Standards, Planning Department requirements and any applicable Complete Communities ordinance requirements governing driveway installation, lot size, percentage of lot square footage coverage, etc. Heart of Houston confirmed that its plans are in full compliance with these requirements and, further that each home will be assigned a separate legal description (e.g. the east ½ of Lot 1, Block 1) along with the metes and bounds description with a survey. Each unit will have its own Harris Central Appraisal District (HCAD) number and comply with all City Residential Code Enforcement Department regulations. The AHCAG is aware that all representations made by Heart of Houston will be subject to city inspection, planning and ordinance compliance review and approval.

The July 2025 Heart of Houston request covers the identical eleven lots included in its May request, but requests a grant agreement that is different as follows:

- Each house is priced at \$264,000.
- The number of houses increases from 11 to 22.
- The house plans, including number of bedrooms and square footage, changed to 1600 sq. ft.
- Each house has one garage instead of two.
- The houses are duplexes with a shared wall instead of one-family, stand-alone houses.
- The sales price of \$264,000 reflects a maximum livable square price of \$165 per sq ft., as required by the City of Houston

With the represented City HCDD authorization, it is anticipated that, the City HCDD down payment assistance remains in place, as does the City's payment for environmental studies and monitoring of construction. The approval by City HCDD is required for participation in the Single-Family Home Development Program for CHDO's, as described above.

This Request for Consideration is presented to the MRA Board for its action at the August Board meeting.

EXHIBIT A-1

HEART OF HOUSTON CDC/CHDO

PROJECT SPECIFICATIONS SUMMARY AND MAXIMUM SALES PRICES

<u>Tract</u>	<u>Address</u>	<u>Lot Size</u> (Sq. Ft.)	<u>Floor Plan</u>	<u>Total Square Footage</u>	<u>Gross Living Area</u>	<u>Bedrooms</u>	<u>Bathrooms</u>	<u>Garage</u>	<u>Max Sales Price</u>	<u>Recapture Amount¹</u>
PHASE I										
1	3038 Bremond Unit A	2500	The Cune Duplex	1849	1600	3	2 ½	1	\$264,000.00	
2	3038 Bremond Unit B	2500	The Cune Duplex	1849	1600	3	2 ½	1	\$264,000.00	
3	3101 Bremond Unit A	2500	The Cune Duplex	1849	1600	3	2 ½	1	\$264,000.00	
4	3101 Bremond Unit B	2500	The Cune Duplex	1849	1600	3	2 ½	1	\$264,000.00	
5	3102 Bremond Unit A	2500	The Cune Duplex	1849	1600	3	2 ½	1	\$264,000.00	
6	3102 Bremond Unit B	2500	The Cune Duplex	1849	1600	3	2 ½	1	\$264,000.00	
7	3103 Bremond Unit A	2500	The Cune Duplex	1849	1600	3	2 ½	1	\$264,000.00	
8	3103 Bremond Unit B	2500	The Cune Duplex	1849	1600	3	2 ½	1	\$264,000.00	
9	3106 Bremond Unit A	2500	The Cune Duplex	1849	1600	3	2 ½	1	\$264,000.00	
10	3106 Bremond Unit B	2500	The Cune Duplex	1849	1600	3	2 ½	1	\$264,000.00	
11	3106 McIlhenny Unit A	2500	The Cune Duplex	1849	1600	3	2 ½	1	\$264,000.00	
12	3106 McIlhenny Unit B	2500	The Cune Duplex	1849	1600	3	2 ½	1	\$264,000.00	
PHASE II										
13	3310 Dennis Unit A	2500	The Cune Duplex	1849	1600	3	2 ½	1	\$264,000.00	

14	3310 Dennis Unit B	2500	The Cuney Duplex	1849	1600	3	2 ½	1	\$264,000.00	
15	3316 Dennis Unit A	2500	The Cuney Duplex	1849	1600	3	2 ½	1	\$264,000.00	
16	3316 Dennis Unit B	2500	The Cuney Duplex	1849	1600	3	2 ½	1	\$264,000.00	
17	3320 Dennis Unit A	2500	The Cuney Duplex	1849	1600	3	2 ½	1	\$264,000.00	
18	3320 Dennis Unit B	2500	The Cuney Duplex	1849	1600	3	2 ½	1	\$264,000.00	
19	3324 Dennis Unit A	2500	The Cuney Duplex	1849	1600	3	2 ½	1	\$264,000.00	
20	3324 Dennis Unit B	2500	The Cuney Duplex	1849	1600	3	2 ½	1	\$264,000.00	
21	3414 Dennis Unit A	2500	The Cuney Duplex	1849	1600	3	2 ½	1	\$264,000.00	
22	3414 Dennis Unit B	2500	The Cuney Duplex	1849	1600	3	2 ½	1	\$264,000.00	

¹ Recapture Amounts to be inserted prior to conveyance of the Property.

**MIDTOWN AFFORDABLE HOUSING PLAN/SOUTHEAST HOUSTON AFFORDABLE HOUSING
INITIATIVE**

**ROBERTA F. BURROUGHS & ASSOCIATES (RFB&A)
PROGRESS REPORT – INVOICE 88**

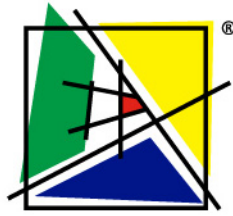
REPORTING PERIOD: JUNE 1, 2025 – JUNE 30, 2025

The following services were performed by RFB&A during the reporting period:

- Participated in June 2025 weekly team meetings with the Affordable Housing Consultant Advisory Group (AHCAG) and other members of the CCPPI organization.
- Participated in ongoing AHCAG meetings related to a request from City of Houston Affordable Home Development Program (AHDP) developers Herbert Stroman Foundation and Boynton Houston CDC's requests for sales price increases.
- Reviewed modified sales price worksheets and corresponding floor plans received from AHDP developers Herbert Stroman Foundation and Boynton Houston CDC pertaining to their respective requests for sales price increases.
- Reached out to AHDP developers Herbert Stroman Foundation and Boynton Houston-CDC for information related to their respective requests for construction schedule extensions.
- Reached out to MRA co-counsel Mary Buzak regarding requests from the Herbert Stroman Foundation and Boynton Houston-CDC for construction schedule extensions.
- Participated in an AHCAG meeting related to Modern Palms representative Jermaine Potter's request for infrastructure funding for the project.
- Reviewed site visit reports and developer reports prepared by AHCAG member Zack Martin and CCPPI staff.
- Requested and reviewed modified sales price data and corresponding floor plans from the Herbert Stroman Foundation and the Boynton-Houston CDC and coordinated with members of the AHCAG regarding the review of received documents.

ROBERTA F. BURROUGHS & ASSOCIATES (RFB&A)
PROGRESS REPORT – INVOICE 88
REPORTING PERIOD: JUNE 1, 2025 – JUNE 30, 2025
PAGE 2

- Reviewed emails from CCPPI representatives pertaining to information requests from citizens and various other matters related to the implementation of the *Southeast Houston Affordable Housing Initiative*.
- Reviewed and responded to communication from Mary Buzak related to a request for infrastructure funding received from with Jermaine Potter, Modern Palms representative.
- Reviewed board memorandum related to Change Happens request for inclusion of two Midtown Redevelopment Authority land tracts in a City of Houston CHDO affordable housing program.
- Reviewed board memorandum related to Houton Habitat for Humanity request for sales price increases for homes constructed on land conveyed by the Midtown Redevelopment Authority.
- Reached out to Kandi Schramm to confirm that items that were on the canceled Midtown Redevelopment Authority May 2025 board meeting would be carried over to the June 2025 agenda.
- Attended the June 2025 Midtown Redevelopment Authority board of directors meeting.
- Coordinated dates with participants in a training session for AHDP representatives.
- Provided CCPPI with contact information for AHDP representatives to be invited to the June 17, 2017 training session with the Houston Area Urban League and AHCAG members, including myself.
- Participated in the above-mentioned training session.
- Reviewed infrastructure estimate provided by Modern Palms representative Jermaine Potter.
- Reviewed communication from Mary Buzak related to whether information and data other than the aforementioned infrastructure estimate were needed to evaluate the Modern Palms request for infrastructure funding.
- Received and archived grant agreements shared by Mary Buzak for the Herbert Stroman Foundation, Boynton Houston CDC, Change Happens CDC, and Daggett Development.



midtown
HOUSTON

**MIDTOWN CAPITAL
IMPROVEMENTS
PROGRAM**

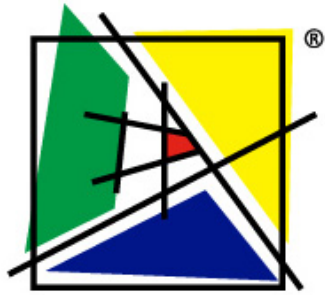
Capital Improvements Program

Street Overlay and Sidewalk Program

- Interlocal Agreement with City of Houston for Cleburne and Caroline Street Safety Improvements.
- City will contribute \$179,000 for the construction of the project via Council District Service Funds from District D Councilmember Evans-Shabazz.
- Project scope will include sidewalk rehabilitation, crosswalk improvements, and pavement marking improvements along Cleburne Street (Main Street to LaBranch Street) and Caroline Street (Wheeler Avenue to Hermann Drive); Cleburne Street will also include a mill and overlay.
- Additional funding for the project includes \$1,562,000 Federal Transit Administration (FTA) Grant.
- Estimated construction cost is \$1,774,000.

Urban Redevelopment Plan

- Pedestrian Lighting Assessment to address lighting concerns in pedestrian realm.
- Thorough analysis of current pedestrian lighting conditions and recommendations for future lighting enhancements.
- Lighting design will focus on the pedestrian experience of perceived safety at night.
- Initial assessment and planning phases include:
 - o Existing Lighting Assessment and Nighttime Vulnerability Assessment
 - o Preliminary Lighting Masterplanning
 - o Stakeholder Engagement and Final Lighting Masterplanning
 - o Phasing Plan and Estimate of Probable Construction Costs
- Future phases to include Detailed Design and Engineering followed by Implementation and Construction



midtown
H O U S T O N

STREET OVERLAY

**INTERLOCAL AGREEMENT
FOR CLEBURNE AND CAROLINE STREET SAFETY IMPROVEMENTS**

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

**ARTICLE 1
PARTIES**

THIS INTERLOCAL AGREEMENT FOR CLEBURNE AND CAROLINE STREET SAFETY IMPROVEMENTS (this “Agreement”) is made and entered into as of the date it is countersigned by the City Controller (the “Effective Date”) by and between the **CITY OF HOUSTON, TEXAS** (the “City”), a municipal corporation and home-rule city of the State of Texas principally situated in Harris County, acting by and through its governing body, the City Council, and **MIDTOWN REDEVELOPMENT AUTHORITY** (the “Authority”), a nonprofit local government corporation, organized and existing under the laws of the State of Texas, acting by and through its governing body, the Board of Directors, and acting on behalf of **REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS** (the “Zone”), a reinvestment zone created by the City of Houston pursuant to Chapter 311 of the Texas Tax Code. This Agreement is made pursuant to Chapter 791 of the Texas Government Code and Chapter 311 of the Texas Tax Code.

1.1. Addresses

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other parties, are as follows:

City

City of Houston
Houston Public Works
P.O. Box 1562
Houston, Texas 77251-1562
Attention: Director
Email: / _____ /

With copy to:

City of Houston
Mayor’s Office of Economic Development
P.O. Box 1562
Houston, Texas 77251-1562
Attention: Chief Economic Development Officer
Email: gwendolyn.tillotson-bell@houstontx.gov

Authority

Midtown Redevelopment Authority
410 Pierce Street, Suite 355
Houston, Texas 77002
Attention: Executive Director
Email: mthibodeaux@midtownhouston.com

EXHIBITS

- A Project Map
- B Scope of Work
- C Cost Estimate

1.2. Parts Incorporated

All of the above-described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

IN WITNESS HEREOF, the City and the Authority have made and executed this Agreement in multiple copies, each of which is an original, and all of which shall together constitute but one and the same instrument. The City and the Authority hereby agree that each party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to a scanned signature page, will be as good, binding, and effective as an original signature.

**THE CITY:
CITY OF HOUSTON, TEXAS**

Signed by:

Mayor

ATTEST/SEAL:

City Secretary

APPROVED AND RECOMMENDED:

APPROVED AND RECOMMENDED:

Director, Houston Public Works

Chief Economic Development Director

COUNTERSIGNED BY:

City Controller

DATE COUNTERSIGNED:

APPROVED AS TO FORM:

Assistant City Attorney

L.D. File No. _____

**THE AUTHORITY:
MIDTOWN REDEVELOPMENT AUTHORITY**

By: _____

Name: _____

Title: Chair, Board of Directors

ATTEST/SEAL:

By: _____

Name: _____

Title: Secretary, Board of Directors

DRAFT

ARTICLE 2 CLEBURNE AND CAROLINE STREET SAFETY IMPROVEMENTS

2.1. Project

A. The "Project" shall include (i) the pavement rehabilitation of the existing sidewalks and the addition of pavement markings on Cleburne Street from Main Street to La Branch Street (as depicted on the site map attached hereto as **Exhibit A**, the "Cleburne Street Area") and on Caroline Street from Wheeler Avenue to Hermann Drive (as depicted on the site map attached hereto as **Exhibit A**), and (ii) the mill and overlay of the Cleburne Street Area, all as in conformity with the scope of work attached as **Exhibit B** and the cost estimate attached as **Exhibit C**.

ARTICLE 3 DUTIES OF THE AUTHORITY

3.1. Design and Construction of the Project

A. The Authority will prepare or cause to be prepared the plans and specifications for the Project and submit the same to the Director of Houston Public Works, or his or her designee ("Director"), for review and approval, in accordance with the process outlined in Section 4.1 of this Agreement.

B. Upon the Director's approval of the plans and specifications for the Project, the Authority shall construct or cause to be constructed the Project in accordance with all material respects to the Final Plans and Specifications (as defined in Section 4.1).

C. The cost to complete the Project is estimated at \$1,774,000, a portion of which will be funded by the City Contribution, as defined and further specified in Section 4.2. The Authority shall fund and pay for all costs to design and complete the Project exceeding the City Contribution.

3.2. Use of City Contribution

The Authority shall use the City Contribution solely for the payment of the costs of the Project and for no other purpose.

3.3. Indemnity and Release; Insurance

The Authority shall comply with the provisions of Sections XIII and XV of that certain Amended Agreement by and between the City, the Authority, and the Zone, passed and adopted by the City Council of the City on April 17, 1996, pursuant to Ordinance No. 96-389, as amended by Ordinance Nos. 97-1540, 98-301 and 2000-494, and as may be subsequently amended from time to time, relating to indemnity and insurance.

ARTICLE 4 DUTIES OF CITY

4.1. City Review of Plans and Specifications

Upon the Authority's submittal of the plans and specifications for the Project to the Director for approval, the Director shall approve or reject the proposed plans and specifications within fifteen (15) business days of submission. In the event of rejection of the plans and specifications, the Director shall include specific reasons for such rejection in writing. The Authority and the City shall exercise

commercially reasonable efforts to promptly resolve any objections to the proposed plans and specifications. On approval of the plans and specifications by the Director, the same shall constitute the “Final Plans and Specifications.” Any modifications (other than corrective changes, as herein defined) to the Final Plans and Specifications shall be submitted to the Director for approval. References in this Agreement to the Final Plans and Specifications shall mean and include any modifications approved by the Director. For purposes hereof, “corrective changes” mean any necessary and reasonable changes required to correct defects or deficiencies in construction as originally contemplated by the plans and specifications, or as may be necessary to obtain required permits, inspections or approvals from governmental entities having jurisdiction thereover.

4.2. City Contribution for the Project

The City shall contribute a total of ONE HUNDRED SEVENTY-NINE THOUSAND DOLLARS (\$179,000) (the “City Contribution”) for the construction of the Project. The City shall transfer the City Contribution to the Authority no later than thirty (30) days following the Effective Date.

4.3. Limit of Appropriation

The City’s duty to pay money to the Authority under this Agreement is limited in its entirety by the provisions of this Section. The Authority recognizes that under Article II, Sections 19 and 19a of the City’s Charter, and Article XI, Section 5 of the Texas Constitution, the City may not obligate itself by contract to pay more money than the amount the City Council appropriates, and further recognizes that the City Council has appropriated and allocated ONE HUNDRED SEVENTY-NINE THOUSAND DOLLARS (\$179,000) under this Agreement. Unless the City Council makes further appropriations for this Agreement, the City’s obligation to the Authority under this Agreement may not exceed ONE HUNDRED SEVENTY-NINE THOUSAND DOLLARS (\$179,000).

ARTICLE 5 MISCELLANEOUS PROVISIONS

5.1. Agreement Term

This Agreement shall commence on the Effective Date and shall terminate upon completion of the Project and acceptance thereof by the City for maintenance and operation.

5.2. Enforcement

The City Attorney, or his or her designee, shall have the right to enforce all legal rights and obligations under this Agreement without further authorization. The Authority covenants to provide the City Attorney all documents and records that the City Attorney deems necessary to assist in determining compliance with this Agreement.

5.3. Notices

All notices required or permitted hereunder shall be in writing and mailed via U.S. certified mail, return receipt requested, postage prepaid, or sent by electronic transmission confirmed by mailing written confirmation at substantially the same time as such electronic transmission, and shall be deemed delivered on the earlier of the date of actual receipt or the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed addressed to the receiving party at the address prescribed in Article I of this Agreement or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

5.4. Assignment

No party shall make, in whole or in part, or in law or otherwise, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other parties hereto.

5.5. Governing Law

This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas. Should any provision of this Agreement require judicial interpretation, the City and the Authority hereby agree and stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be construed against the party who prepared the same, it being agreed that all parties hereto have participated in the preparation of this Agreement and that each party had full opportunity to consult legal counsel of choice before the execution of this Agreement.

5.6. Third Party Beneficiary

This Agreement shall not bestow any rights upon any third party, but rather shall bind and benefit the City and the Authority only.

5.7. Severability

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice the City or the Authority in their respective rights and obligations contained in the valid terms, covenants, and conditions hereof.

5.8. Entire Agreement

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, or antecedent or contemporaneous with the execution hereof.

5.9. Captions

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

5.10. Written Amendment

Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party hereto.

5.11. Non-Waiver

Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance

with any other obligation hereunder or to exercise any right or remedy occurring because of any future default or failure of performance.

5.12. Successors

This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the City or the Authority.

5.13. No Waiver of Immunity

No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents because of its execution of this Agreement and performance of the covenants contained herein.

EXHIBIT A
PROJECT MAP

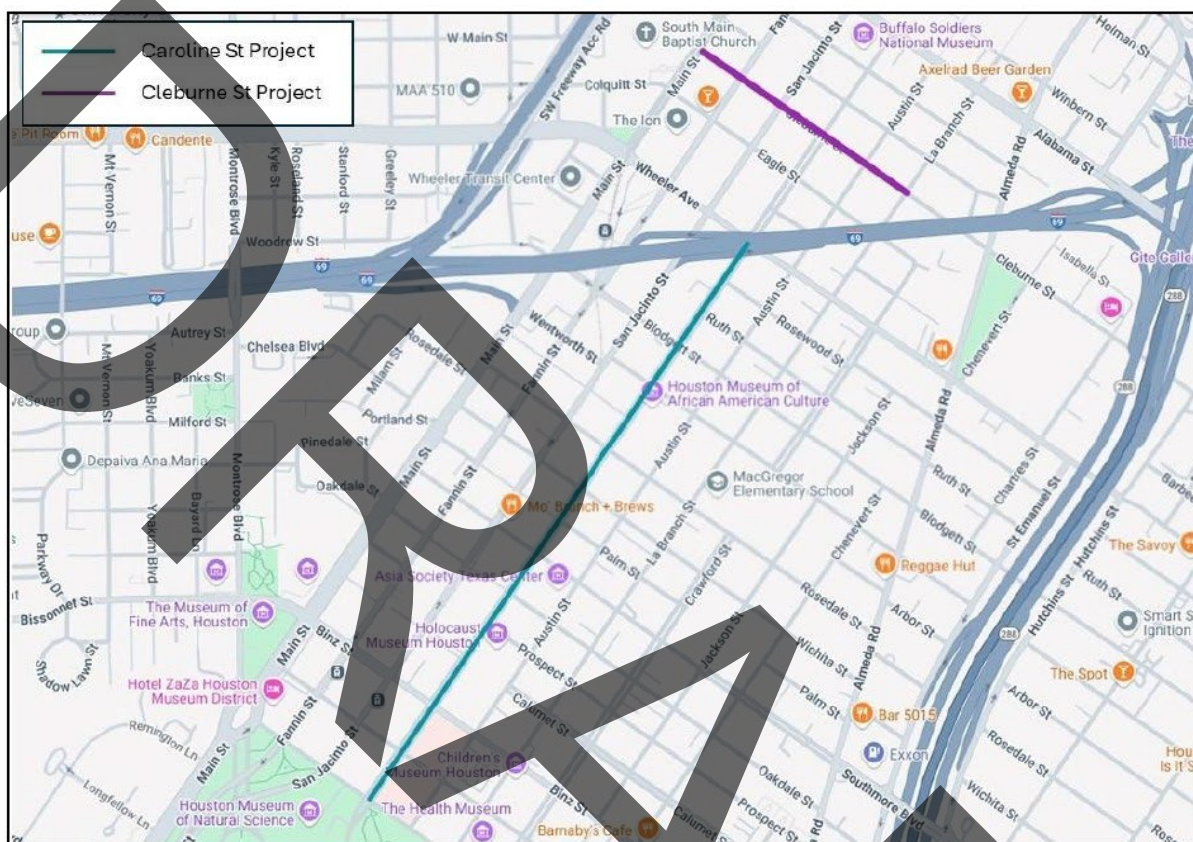


Figure 1: Caroline & Cleburne Street Safety Improvements Project Location

EXHIBIT B

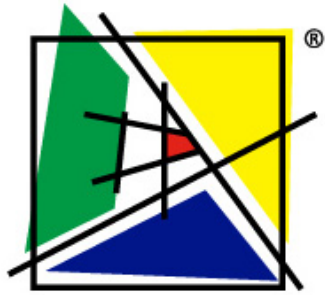
SCOPE OF WORK

The project will design and construct mobility improvements along Cleburne Street from Main Street to La Branch Street and along Caroline Street from Hermann Drive to Wheeler Avenue. The scope of work includes:

- Sidewalk and ADA ramp rehabilitation (both streets)
- Pavement markings (both streets)
- Mill and overlay (Cleburne Street only)

EXHIBIT C
COST ESTIMATE

Item Number	TxDOT Item	Itemized Construction Cost Estimate Work Activities	Unit	Quantity	Unit Price	Amount
GENERAL						
1	500-7001	MOBILIZATION	LS	1	\$ 122,474	\$ 122,474
2	506-7000	SWPPP	LS	1	\$ 12,247	\$ 12,247
3	100-7001	PREPARING ROW	AC	2	\$ 20,000	\$ 39,027
4	506-7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	1,700	\$ 5	\$ 8,500
5	506-7040	TEMP SDMT CONT FENCE (INLET PROTECTI	LF	1,700	\$ 9	\$ 15,394
6	506-7041	TEMP SEDMT CONT FENCE (REMOV)	LF	1,700	\$ 2	\$ 2,651
7	160-7002	FURN & PLACE TOPSOIL (4")	SY	1,511	\$ 10	\$ 15,111
8	162-7002	BLOCK SODDING	SY	1,511	\$ 10	\$ 15,111
GENERAL ITEMS SUBTOTALS						\$ 231,000
ROADWAY						
9	531-7003	CONC SIDEWALKS (6")	SY	2,267	\$ 109	\$ 247,537
10	104-7011	REMOV CONC (DRIVEWAYS)	SY	453	\$ 25	\$ 11,112
11	530-7027	DRIVEWAY (CONC)(FAST TRACK)	SY	453	\$ 125	\$ 56,589
12	531-7010	CURB RAMPS (TY 7)	EA	48	\$ 2,873	\$ 137,909
13	666-7184	RE PM TY I(W) 24" (SLD)	LF	12,500	\$ 10	\$ 125,000
14	666-7352	PAVEMENT SLER 24"	LF	12,500	\$ 2	\$ 25,375
15	678-7008	PAV SURF PREP FOR MBK (24")	LF	12,500	\$ 2	\$ 20,649
16	677-7008	ELIM EXT PM & MRKS (24")	LF	12,500	\$ 5	\$ 61,273
17	644-7001	IN SM RD SN SUP&AM TY10BW/G(1)SA(P)	EA	36	\$ 734	\$ 26,179
18	666-7093	REFL PM TY I(W)(BIKE ARW)(100MIL	EA	40	\$ 357	\$ 14,278
19	666-7099	REFL PM TY I(W)(BIKE SYML)(100MIL	EA	40	\$ 392	\$ 15,666
						\$ -
ROADWAY ITEMS SUBTOTAL						\$ 742,000
DRAINAGE						
20	7023-7034	ABAND/FILL EXIST WATER PIPE (12")	LF	850	\$ 62	\$ 52,360
21	7025-7013	WATER MAIN PIPE (PVC)(12IN)(DR18)(C900	LF	850	\$ 327	\$ 278,086
						\$ -
DRAINAGE ITEMS SUBTOTALS						\$ 330,000
MISC						
22		TDLR	LS	1	\$ 5,000	\$ 5,000
23		Permits	LS	1	\$ 5,000	\$ 5,000
24	479-7001	ADJUSTING MANHOLES	EA	3	\$ 2,000	\$ 6,000
25	479-7004	ADJUSTING MANHOLES (UTILITY BOX)	EA	3	\$ 2,350	\$ 7,051
26	7016-6048	FIRE HYDRANT (REMOVE & SALVAGE)	EA	1	\$ 3,300	\$ 3,300
27	7004-7030	FIRE HYDRANT ASSEMBLY	EA	1	\$ 30,000	\$ 30,000
28		TRAFFIC CONTROL (2%)	LS	1	\$ 26,587	\$ 26,587
MISC ITEMS SUBTOTALS						\$ 83,000
TOTAL ITEMIZED CONSTRUCTION COST ESTIMATE						\$ 1,386,000
					CONTINGENCY (20%)	\$ 277,000
					INFLATION (8%)	\$ 111,000
					SUB COST	\$ 1,774,000



midtown
H O U S T O N

URBAN REDEVELOPMENT PLAN

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Midtown Houston Lighting - Scope Proposal

Dear Marlon,

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

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

1.1 Project Description

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

Why design for perceptions of safety?



1.2 Project Context

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



Parks

Transit

Walkable

Cultural

1.3 Project Schedule

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

1.3.1 Existing Lighting Assessment and Nighttime Vulnerability Assessment (NVA)

We anticipate the NVA scope to last 3 months.

1.3.2 Preliminary Lighting Masterplanning (Preliminary Masterplan)

We anticipate the Preliminary Masterplanning scope to last 3 months.

1.3.3 Stakeholder Engagement and Final Lighting Masterplanning (Final Masterplan)

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

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

We anticipate the Phasing Plan scope to last 2 months.

1.3.5 Detailed Design and Engineering (CD)

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

1.3.6 Implementation and Construction Administration (CA)

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

1.4 Proposed Lighting Scope of Work

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

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

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

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

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

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

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

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

1.4.1 Existing Lighting Assessment and Nighttime Vulnerability Assessment (NVA)

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

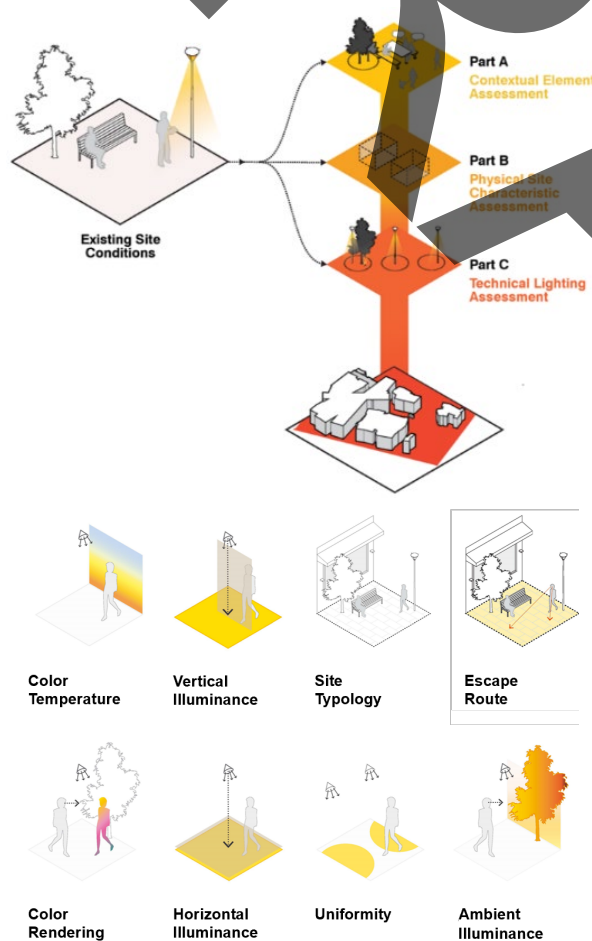
As part of the scope, we will provide an assessment of the existing conditions of the defined area through site visits, photo documentation, and taking light level measurements along pedestrian pathways. Measurements will be taken along each pedestrian pathway on both sides of the street, including at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

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

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

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

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



NVA Methodology



Safety & Comfort

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

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

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

1.4.2 Preliminary Lighting Strategy (Preliminary Masterplan)

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

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

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

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

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

1.4.3 Stakeholder Engagement and Final Lighting Masterplanning (Final Masterplan)

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

**Educate Community****Community Walking Tour****Mockups and Community Event**

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

Phasing Plan and Estimate of Probable Investment Needs (Phasing)

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

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

1.4.4 Detailed Design and Engineering (CD)

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

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

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

1.4.5 Implementation and Construction Administration (CA)

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

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

2. Clarifications / Additional Services

2.1 Value Engineering

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

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

2.2 Custom Luminaire Design

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

2.3 Additional Lighting Services

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

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

2.4 Additional Arup Services

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

2.4.1 Security Consulting Audit

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

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

Access Control

- Fences, tree lines, or other elements which define site boundaries
- Sidewalks and pathways through a site
- Gates and doors
- Signage and wayfinding
- Consistent use of colors or materials which establishes site identity

Natural Surveillance

- Windows or store front faces the site
- Clear line of sight throughout
- Activated spaces
- 2/6 landscaping rule (low vegetation should not exceed 2ft and tree canopy should not hang lower than 6ft)

Territoriality

- Defined property lines with landscaping, planting, pavement treatments, fencing
- Public areas are distinguished from restricted areas
- Well and regularly maintained
- Gardens, public art, and furniture
- Signs establishing ownership and limits on

Site Hardening

- Physical security (e.g., access control, video surveillance, intrusion detection system, alarm system)
- Protective design (e.g., forced entry protection, vehicle barriers, pedestrian gates, fencing type and condition)
- Security staffing or community aid presence

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

3. Fee Proposal

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

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

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

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

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

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

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

4. Reimbursable expenses

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

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

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

5. Terms and Conditions

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

6. Agreement

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

Midtown Management District (MMD) (Client)

Sign and date to authorize scope and fee per phase:

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

Standard Terms and Conditions

Version: AFL-01A

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

2. DEFINITIONS:

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

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

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

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

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

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

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

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

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

6. LIMITATIONS OF LIABILITY:

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

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

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

7. RESPONSIBILITY FOR CONSTRUCTION OF PROJECT

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

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

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

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

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

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

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

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

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

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

8. INDEMNIFICATION:

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

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

9. INSURANCE COVERAGES:

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

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

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

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

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

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

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

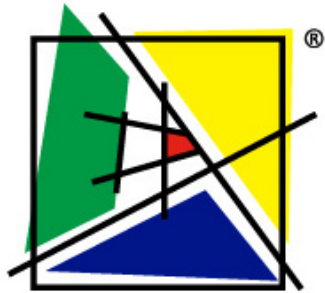
12. PAYMENT PROVISION: Invoices shall be submitted monthly and payments are due within 30 days. All monies secured by the Client by its client to pay for Arup's services identified herein shall be deemed to be held in trust for Arup. Payment of Arup's fees shall not be dependent on Client receiving funding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

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

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

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

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



midtown
H O U S T O N

CONSULTANTS & VENDORS METRICS

Midtown Redevelopment Authority
Transaction List by Vendor
July 2024 through June 2025

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VENDORS 2025

CCPPI	1,428,999.96	1/01/2021 to 1/01/2024 then month to month
Midtown Parks Conservancy	1,386,714.04	Annually
Bracewell LLP	976,342.81	Ongoing since 2012 Continue till Terminated
TransTeQ	502,791.78	5/27/2021 to 5/26/2023 renewed for 2 years
The Morton Accounting Services	270,169.02	9/1/2022 - 9/1/2029
Four Eleven LLC	363,516.14	5/27/2021 to 5/26/2023 renewed for 2 years
Walter P. Moore	187,256.68	Annually
One World Strategy Group, LLC	184,718.75	4/01/2022 to 4/01/2025
Design Workshop, Inc.	170,598.72	5/23/2024
The Goodman Corporation	162,678.91	3/28/2024
Lion Heart	103,161.40	11/30/2023
Roberta F. Burroughs & Associates	96,000.00	2/15/2023 Continue till terminated
NEVA Corporation	85,359.70	HVAC Repair
Burney & Foreman	84,000.00	1/01/2019 Continue till terminated
Goode Systems & Consulting Inc	80,798.20	9/12/2019 CTT
Cushman & Wakefield Inc	77,083.00	4/15/2024 - 4/15/2025 Continue till Terminated
D.E. Harvey Builders	71,616.10	12.02.2022 until complete or terminated
Elite Construction and Engineering SVCS	66,500.00	9/19/2024 until complete or terminated
IDS Engineering Group	61,126.35	Annually 10/31/2024
Kilgore Industries, LP	53,536.18	
Carr Riggs & Ingram, LLC	48,450.00	Annual Audit
TLC Engineering, Inc.	46,707.15	8/29/2024
Chamberlin Houston, LLC	41,651.20	
Wulfe & Co.	40,800.00	1/01/2020 - 12/31/2020 month to month
Elmore	35,000.00	8/1/2024 Continue Till Terminated
Medley	33,496.06	3/15/2024 - 3/15/2024
Angelika Northrup	29,848.06	3/01/2022 CTT
American Fence Company, Inc.	25,677.58	Consist of many indivual properties proposals
Jose Portillo	26,625.00	Proposal 2/24./2025 Until completed
Middleton Brown, L.L.C.	10,630.00	8/26/2024
Goode Technology Group	15,340.63	2019 continue till terminated
Melanie Rodriguez	7,530.00	1/02/2023 CTT
Hilltop Securities Inc.	7,305.00	Annually
Earthfirst	6,982.18	11/03/2023 120 days
Equi-Tax, Inc.	6,300.00	9/01/2020 CTT
Gauge Engineering	5,119.39	6/02/2023 Work Order Approved by Board
OJB	4,380.00	6/30/2022 CTT
Masterson Advisors LLC	3,500.00	4/20/2018 continue till terminated
HVJ Associates	3,170.25	1/07/2022 Continue till terminated

VENDORS WITH BIDS/INVOICES/WORKER ORDERS

Staples Advantage	22,146.42
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Transaction List by Vendor

July 2024 through June 2025

Otis Elevators	21,780.26	
THR Enterprises, Inc.	20,150.00	
Flextg Financial Services	13,842.52	
TKE Elevators	13,173.73	
Midtown Scouts Square Property. LP	11,700.00	
Datavox Inc	11,591.07	11/30/2022
Vergel Gay & Associates LLC	11,489.00	
Affordable Environmental Services	11,435.00	
Binswanger Glass #082	10,796.12	
SMC Landscape Services	10,282.50	
John Patterson	9,339.83	
WILLIAMS SCOTSMAN, INC	7,858.56	
FireTron, Inc.	7,280.00	
MRA c/o Partners	6,196.65	
Gauge Engineering	5,119.39	
FordMomentum LLC	5,000.00	
We Stripe Texas, LLC	4,868.28	
Everon LLC	4,403.28	
OJB	4,380.00	
Condor Express Delivery, Inc	1,858.30	
Jeff McShan	1,700.00	
Ryland Enterprise, Inc dba ARVO Realty Ad	1,697.50	
Foster Fence Ltd	1,490.00	
E&C Engineers & Consultants Inc	1,440.00	
T - Mobile	1,299.02	
Purchase Power	1,275.15	
Bee-Line Delivery Service, Inc.	1,088.35	
WasteWater Transport Services	878.04	
Kirksey Architecture, LLC	791.25	
Minor Design Group, Inc	770.00	
1Vision	766.60	
American Elevator Inspections	686.00	
RLI Insurance Company	683.00	
Pitney Bowes Global Financial Services LL	672.31	
Air Texas Mechanical, LLC	539.00	
The Tab Store	485.48	
CISCO SYSTEMS, INC.	425.24	
Tykeria Lundy	318.00	
Jeffrey E. Segura	300.00	
Zamorah Morton	240.00	
JM Hernandez Remodeling LLC	200.00	
Kelan Darrion Wright	183.00	
Lovett Agency	125.00	
AAA Plumbers	116.00	

Transaction List by Vendor

July 2023 through June 2024

Vendors 2024

	Pyaments	Contract Date
CCPPI	1,309,916.63	1/01/2021 to 1/01/2024 then month to month
Bracewell LLP	599,559.56	Ongoing since 2012
TransTeQ	484,781.79	5/27/2021 to 5/26/2023 renewed for 2 years
Walter P. Moore	454,001.28	Annually 6/26/2024
Four Eleven LLC	383,471.60	5/27/2021 to 5/26/2023 renewed for 2 years
One World Strategy Group, LLC	321,758.75	4/01/2022 to 4/01/2025
The Morton Accounting Services	259,947.76	9/1/2022 - 9/1/2029
The Goodman Corporation	192,894.29	Annual 6/30/2024
Burney & Foreman	120,000.00	1/01/2029 Continue till terminated
IDS Engineering Group	106,406.35	Annually
Roberta F. Burroughs & Associates	96,000.00	2/15/2023 Continue till terminated
Martin Construction Management & Designs	94,600.00	Annual 1/26/2024
Otis Elevators	83,135.75	
Carr Riggs & Ingram, LLC	71,841.50	Annual Audit
Goode Systems & Consulting Inc	70,525.87	9/12/2019 continue until terminated
Design Workshop, Inc.	62,997.66	Annually
Earthfirst	62,839.60	11/3/2023 120 days
Lion Heart	45,324.68	11/20/2023
Wulfe & Co.	40,800.00	1/1/2020 - 12/31/2020 month to month
Colu	40,000.00	
Kirksey Architecture, LLC	39,957.33	2/19/2018 Till Completed
Cushman & Wakefield Inc	38,541.50	4/15/2024 - 4/15/2025
ADT Commercial	38,466.67	2/15/2024 CTT
Angelika Northrup	30,912.11	3/01/2022 CTT
Medley	29,640.07	3/15/2024 - 3/15/2024
Jerdon Enterprises, L.P.	26,385.57	06/30/2022 Continue till complete
Gauge Engineering	23,000.61	6/02/2023 Work Order Approved by Board
NEVA Corporation	17,799.20	HVAC Repair Approved by Board 6/30/2025
American Fence Company, Inc.	17,497.50	Consist of many individual properties proposals
Vergel Gay & Associates LLC	17,406.00	06/30/2022 - 2023
OJB	16,508.75	6/30/2022 to 2023
Comcast Business	16,477.25	04/22/2024 Continue till terminated
Melanie Rodriguez	16,170.00	1/02/2023 CTT
Middleton Brown, L.L.C.	15,474.44	8/26/2024
Goode Technology Group	10,906.00	2019 continue till terminated
Arch-Con Corporation	7,227.73	7/1/2019 till complete
A. O. Phillips & Associates, LLC	6,580.00	6/01/2022 CTT
Hilltop Securities Inc.	5,930.00	Annually
Equi-Tax, Inc.	5,500.00	9/01/2020 CTT
Masterson Advisors LLC	3,500.00	4/20/2018 continue until terminated
Carr Riggs & Ingram Advanced Analytics	725.00	Annual Audit

Midtown Redevelopment Authority
Transaction List by Vendor
July 2023 through June 2024

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VENDORS WITH PROPOSALS/BIDS/INVOICES/WORKER ORDERS

THR Enterprises, Inc.	15,630.00
Staples Advantage	11,692.04
Flextg Financial Services	11,588.58
Stewart's Appraisal Service	10,000.00
Midtown Scouts Square Property. LP	9,900.00
J. Kru Land Services LLC	7,485.00
SMC Landscape Services	6,920.00
Kainer Electrical Services, Inc.	5,645.00
AAA Plumbers	4,561.22
BEGA North America	4,476.00
Summit Energy Services, Inc	3,901.95
Jeff McShan	3,200.00
TKE Elevators	3,176.39
Datavox Inc	2,926.58
KCI Technologies	2,475.00
MG Designs, LLC	2,400.00
Binswanger Enterprises, LLC	2,295.00
Bee-Line Delivery Service, Inc.	2,160.25
Foster Fence Ltd	2,016.67
LIMB	2,000.00
Marlon Marshall	1,979.48
Binswanger Glass #082	1,935.49
T - Mobile	1,708.38
Ready Refresh	1,623.50
Purchase Power	1,183.57
Bravo Key & Lock, LLC	1,089.00
Houston Business Journal	1,056.00
Minor Design Group, Inc	1,035.00
1Vision	881.00
Michelle Ashton	870.00
The Tab Store	704.96
RLI Insurance Company	683.00
Pitney Bowes Global Financial Services LL	671.14
FireTron, Inc.	540.00
The Harford	500.00
Kwik Kopy	469.00
Commercial Door service	425.00
Holder's Pest Solutions	102.58

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