

YOLANDA FORD
Chair
CHRIS PRESTON
Vice-Chair
VASHAUNDR A EDWARDS
Director
CHERYL STERLING
Director
JEFFREY L. BONEY
Director



ANTHONY G. MAROULIS
Director/Secretary
FLOYD EMERY
Director
ANTHONY SNIPES
General Manager
MARIA JACKSON
Assistant Secretary

MISSOURI CITY DEVELOPMENT AUTHORITY MEETING AGENDA

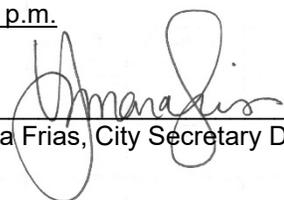
Notice is hereby given of a meeting of the Board of Directors of the Missouri City Development Authority to be held on **Monday, December 16, 2019**, at **6:50 p.m.** at: **City Hall, Council Chamber, 2nd Floor**, 1522 Texas Parkway, Missouri City, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The Board of Directors reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1. ROLL CALL
2. Consider approving the minutes of the meeting of July 15, 2019.
3. Public comments.
4. Discuss the development agreement for the Grand Park Center.
5. **CLOSED EXECUTIVE SESSION**
The Board of Directors may go into Executive Session regarding any item posted on the Agenda as authorized by Chapter 551 of the Texas Government Code.
6. ADJOURN

In compliance with the Americans with Disabilities Act, the City of Missouri City will provide for reasonable accommodations for persons attending Missouri City Development Authority meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Maria Jackson, City Secretary, at 281.403.8500.

CERTIFICATION

I certify that a copy of the December 16, 2019 agenda of items to be considered by the Missouri City Development Authority was posted on the City Hall bulletin board on December 12, 2019, at 4:00 p.m.



Yomara Frias, City Secretary Department

I certify that the attached notice and agenda of items for consideration by the Board of Directors was removed by me from the City Hall bulletin board on the ____ day of _____, 2019.

Signed: _____ Title: _____

YOLANDA FORD
Chair
CHRIS PRESTON
Vice-Chair
VASHAUNDRA EDWARDS
Director
REGINALD PEARSON
Director
JEFFREY L. BONEY
Director



ANTHONY G. MAROULIS
Director/Secretary
FLOYD EMERY
Director
ANTHONY J. SNIPES
General Manager
MARIA JACKSON
Assistant Secretary

MISSOURI CITY DEVELOPMENT AUTHORITY MINUTES

The Board of Directors of the Missouri City Development Authority held a meeting on **Monday, July 15, 2019**, at **5:30 p.m.** in the City Hall, Council Chamber, 1522 Texas Parkway, Missouri City, Texas, to consider the following:

1. CALL TO ORDER

Chair Ford called the meeting to order at 5:51 p.m.

Those also present: Vice-Chair Preston, Directors Edwards, Pearson, Boney, Maroulis, and Emery; General Manager Snipes, Assistant Secretary Jackson, Assistant City Manager Atkinson, Assistant City Attorney Santangelo, Director of Development Services Spriggs, Director of Financial Services Portis, Director of Public Works Kumar, First Assistant City Attorney Way, Assistant City Attorney Quintal, Media Specialist III Kalimkoottil, Media Specialist III Sanders and Law Clerk Morrow.

2. Consider approving the minutes of the meeting of July 1, 2019.

Director Boney moved to approve the minutes of the July 1, 2019, meeting; and, the motion was seconded by Director Edwards. **MOTION PASSED UNANIMOUSLY.**

3. Public comments.

There were no public comments.

4. Discuss the update to the Public Improvement District No. 2 and 4 Assessment Plan.

Director of Financial Services Portis presented an update to the Public Improvement District No. 2 and 4 Assessment Plan.

5. Discuss the development agreement for the Missouri City Middle School gymnasium project.

Assistant City Attorney Quintal presented on the development agreement between Fort Bend County, TIRZ No. 1 Board and the Missouri City Development Advisory for the Missouri City Middle School gymnasium project. The requested amount from the City would be of a \$1 million over the course of the project with a reimbursement. Director Edwards asked about the completion of the project. General Manager Snipes stated they anticipate having the project complete within a year.

6. ADJOURN

Without objection, Chair Ford adjourned the meeting at 6:01 p.m.

BY: _____
Yolanda Ford, Chair

ATTEST: _____
Anthony G. Maroulis, Secretary



**DEVELOPMENT AUTHORITY
AGENDA ITEM COVER MEMO**

December 16, 2019

To: Board Members
Agenda Items: 4 Discuss the development agreement for the Grand Park Center.
Submitted by: Joseph Esch, Economic Development

SYNOPSIS

Consideration and action authorizing the Mayor to execute an agreement for the redevelopment of Grand Park Center.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Maintain a financially sound City
- Grow business investments in Missouri City
- Have quality development through buildout

BACKGROUND

In pursuit of the City's long held goal of supporting redevelopment and new development of areas along Texas Parkway and Cartwright Rd the city has been working with the owners of Grand Park Center on the potential of updates to the property as well as possible expansion. The owner is considering an upgrade to the façade of the property as well as updates to landscaping and parking lot. The current estimated cost of the improvements is between \$800,000 and \$1,000,000.

The property owner and city have been discussing the potential of incentives from the city in support of this effort. Following on to those discussions with the city the next step in the process is to enter into a Letter of Intent to articulate the project and related roles of the parties.

Consistent with the conversations to date, a Letter of Intent has been provided for consideration and action by the council. If approved, the next step will be to draft formal agreements for consideration by the city council and the board of TIRZ #1.

The project is consistent with the project plan and plan of finance for TIRZ #1. The agreement contemplates the funds for the project would come from TIRZ #1.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY 2020 Funds Budgeted	FY 2020 Funds Available	Amount Requested
TIRZ #1	261-59401-10-261-	Trans to Fund 401-METRO Tax			\$400,000*

*As stated in Section 5.02 of the agreement, developer advances are to be reimbursed after the expenses have been reviewed by an independent certified public accountant. It is anticipated that this will occur in a future fiscal year.

Purchasing Review: N/A
Financial/Budget Review: Bertha P. Alexander, Budget & Financial Reporting Analyst

SUPPORTING MATERIALS

1. Agreement

STAFF'S RECOMMENDATION

Staff recommends approval of agreement.

Director Approval: Joseph Esch, Economic Development

**Assistant City Manager/
City Manager Approval:** Anthony J. Snipes, City Manager

**DEVELOPMENT AGREEMENT
FOR THE GRAND PARK CENTER
REDEVELOPMENT PROJECT**

This Development Agreement (the “Agreement”) is made this the ____ day of _____, 2019, by and among **Reinvestment Zone Number One, City of Missouri City**, a tax increment reinvestment zone created by the City of Missouri City, Texas, pursuant to Chapter 311, Texas Tax Code, (the “Zone”), the **Missouri City Development Authority**, a Texas non-profit local government corporation formed by and on behalf of the City of Missouri City, Texas (the “Authority”), and **Grand Parkway Commercial T&Q, LLC**, a Texas limited liability company (the “Developer”).

RECITALS

Whereas, pursuant to Chapter 311 of the Texas Tax Code, the City Council of the City of Missouri City by ordinance created the Zone in the City of Missouri City; and

Whereas, the Board of Directors of the Zone (the “Zone Board”) adopted a Project and Financing Plan (as defined below in Section 1.01) which provides that the Zone will undertake to make certain acquisitions and improvements in the Zone, and such Project and Financing Plan, as amended, was approved by the City Council of the City of Missouri City by Ordinance No. O-10-17 on May 3, 2010; and

Whereas, the Texas Tax Code provides that the Zone may enter into agreements as the Zone Board considers necessary or convenient to implement the Project and Financing Plan and achieve its purposes; and

Whereas, the City of Missouri City and the Zone have contracted with the Authority, a nonprofit Texas local government corporation pursuant to the provisions of Chapter 431, Subchapter D, Texas Transportation Code, to carry out

the purposes of the Zone, including administration, supervision, construction, financing and other duties, and committed the revenues of the Zone to the Authority for such purposes, all as more particularly set forth in the Agreement between the City of Missouri City, the Zone and the Authority, dated as of January 16, 2001 (the “Tri-Party Agreement”); and

Whereas, the Developer is the owner of certain property within the Zone, and wishes to finance and construct certain Zone projects; and

Whereas, the Authority and the Zone have determined that each can best carry out their functions pursuant to the Tri-Party Agreement and the Project and Financing Plan by contracting with the Developer to provide for the efficient and effective implementation of certain aspects of the Project and Financing Plan, and the Authority and the Developer desire to enter into this Agreement to enable the development and financing of certain projects in connection with the Developer’s development of property within the Zone and the reimbursement of the Developer as provided herein; now, therefore,

AGREEMENT

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

ARTICLE 1 GENERAL TERMS

1.01 Definitions. The terms “Agreement,” “Authority,” “Developer,” “Zone,” “Tri-Party Agreement” and “Zone Board” have the meanings set forth in the preamble hereof, and the following capitalized terms shall have the meanings provided below, unless otherwise defined or the context clearly requires otherwise. For

purposes of this Agreement the words “shall” and “will” are mandatory and the word “may” is permissive.

Act shall mean the Increment Financing Act, Chapter 311, Texas Tax Code, as the same may be amended.

Agreed Upon Procedures shall mean the report prepared and submitted by a certified public accountant certifying the amount due to the Developer pursuant to this Agreement.

Authority Bonds shall mean any bond, note or other obligation issued or incurred in one or more series pursuant to Article 5 hereof, secured by Tax Increment or funds deposited in the TIRZ Revenue Fund, including refunding bonds.

County shall mean Fort Bend County, Texas.

Developer Advances shall mean any funds advanced by Developer pursuant to Section 5.01, and shall include any interest accrued and payable thereon.

Net Tax Increment shall mean the annual collections of the Tax Increment, less any amounts reasonably required or anticipated to be required for the administration and operation of the Zone, including a reasonable operating reserve.

Parties or *Party* shall mean the Authority, the Zone and the Developer as parties to this Agreement.

Project shall mean the development within the Zone described in Exhibit A attached hereto.

Project and Financing Plan shall mean the Second Amended Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Number One, City of Missouri City, as approved by City Council.

Tax Increment shall mean funds deposited in the TIRZ Revenue Fund by the City pursuant to the Tri-Party Agreement, composed of funds received pursuant to that certain Interlocal Agreement or similar agreement between the City, the County and the Zone.

TIRZ Revenue Fund shall mean the special fund established by the Authority and funded with Tax Increment payments made by the City pursuant to the Tri-Party Agreement (which payments are attributable to incremental ad valorem real property taxes paid on properties in the Zone).

Taxing Unit shall mean individually and collectively the City and the County.

Zone Board shall mean the Board of Directors of the Zone.

1.02 Singular and plural; gender. Words used herein in the singular shall also include the plural of such words, where the context so permits, and vice versa. The definitions of words in the singular shall also apply to the plural of such words where the context so permits and vice versa. Any gender reference shall include the opposite gender and the neutral.

ARTICLE 2 REPRESENTATIONS

2.01 Representations of Authority. The Authority hereby represents as follows:
(A) It is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry on

the governmental functions and operations as contemplated by this Agreement.

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

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

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

2.02 Representations of the Developer. The Developer hereby represents as follows:

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

(B) The Developer has the power, authority and legal right to enter into and perform its obligations as set forth in this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not,

to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Developer or any provision of any of Developer's agreements or governing documents and (iii) do not constitute a default under, or result in, the creation of any lien, charge, encumbrance or security interest upon any assets of the Developer under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.

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

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

2.03. Representations of the Zone. The Zone hereby represents as follows:

(A) The Zone is duly authorized, created and existing under the laws of the State of Texas and is duly qualified and authorized to carry out the governmental functions and operations as contemplated by this Agreement.

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

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

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

ARTICLE 3 THE PROJECT

3.01 The Project. The Project will enhance the proposed implementation of development within the Zone and is authorized in the Project and Financing Plan.

3.02 Project description. The Project, as generally described in the Project and Financing Plan and as more fully and particularly described in Exhibit A, consists of acquisition, development, construction, demolition, alteration, remodeling, and repair of certain parking facilities and façade improvements for the Grand Park Center development located on Texas Parkway. The Project shall include all engineering, legal and other consultant fees and expenses related to such Project.

3.03 Additional Projects. This Agreement does not apply to any projects not specifically defined herein unless this Agreement is amended to provide for the design and construction of such additional projects.

ARTICLE 4 DUTIES AND RESPONSIBILITIES OF THE DEVELOPER

4.01 Construction manager. The Developer agrees to construct the Project and to provide and furnish, or cause to be provided and furnished, all materials and services as and when required in connection with the construction of the Project.

The Developer will obtain all necessary permits and approvals from the City and all other governmental officials and agencies having jurisdiction, provide supervision of all phases of construction of the Project, provide regular reports of such construction to the Authority and the Zone, provide additional reports upon request, and cause the construction to be performed in accordance with the Project and Financing Plan.

4.02 Construction and implementation of the Project. The Developer shall be responsible for the inspection and supervision of the construction and implementation of the Project.

(A) The Developer shall commence construction of the Project within sixty (60) days of the date of this Agreement. Completion of the Project, as set forth in Exhibit A, must occur no later than twelve (12) months from the date of this Agreement. If the Developer has not commenced construction of the Project within sixty (60) days of the date of this Agreement, this Agreement shall be automatically terminated and be of no further force and effect, wherein neither party shall have any liabilities or obligations whatsoever to the other party.

(B) Upon completion of a contract for the construction of the Project, the Developer shall provide the Authority with a final summary of all costs associated with such contract and show that all amounts owing to contractors and subcontractors have been paid in full, supported and evidenced by customary affidavits executed by such contractors. Following completion of a construction contract, the Developer will call for inspection of the applicable Project by the City and upon approval thereof as being in compliance with City standards and other applicable standards relating thereto.

(C) Abandonment of Project. If, after twelve (12) months from the effective date of this Agreement, the City Manager reasonably determines that the

Developer has abandoned the Project, this Agreement shall terminate. The City Manager may reasonably determine that the Project is abandoned for the purposes of this Agreement after twelve (12) months from the effective date of this Agreement if, after commencement of construction, no measurable work toward completion is documented to the City Manager by the Developer for 60 days or longer.

4.03 Employment of undocumented workers. Developer certifies that Developer, or a branch, division, or department of Developer, does not and will not knowingly employ an undocumented worker in relation to the Project. Developer agrees that if, after receiving a public subsidy, Developer, or a branch, division, or department of Developer, is convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall repay the amount of the reimbursement paid under section 5.02 with interest, at the rate set forth in section 5.01(B) not later than the 120th day after the date the Zone or the Authority notifies Developer of the violation.

The Zone or the Authority may bring a civil action to recover any amounts owed to the Zone or the Authority under this chapter. The Zone or the Authority, as applicable, shall recover court costs and reasonable attorneys fees incurred in an action brought under this section.

ARTICLE 5

PROJECT FINANCING AND FUNDING

5.01 The Developer Advances.

(A) In connection with the construction of the Project, the Developer agrees to provide sufficient funds as such become due for all costs thereof, constituting “project costs” as defined in the Act, including costs of design, engineering, materials, labor, construction and inspection fees arising in

connection with the Project; all payments arising under any contract entered into pursuant to this Agreement; and all related legal fees. .

(B) Interest on each Developer Advance shall accrue at a rate equal to the prime commercial lending rate of Chase Manhattan Bank, National Association, or any successor to its commercial banking activities, plus one-half of one percent per annum, for a period not to exceed one year, whether such costs, fees, or expenses are paid or incurred before or after the effective date of this Agreement. Interest shall be calculated on the basis of a year of 360 days and the actual days elapsed (including the first day but excluding the last day occurring in the period for which such interest is payable, unless such calculation would result in an usurious rate, in which case interest shall be calculated on the per annum basis of a year of 365 or 366 days, as applicable, and the actual days elapsed (including the first day but excluding the last day. Interest on Developer Advances shall not begin to accrue until 180 days after the date the Agreed Upon Procedures is completed and accepted by the Authority by Resolution of its Board.

5.02 Repayment of Developer Advances.

(A) In consideration of the development and construction of the Project, the Authority shall begin repaying the Developer Advances and shall continue such repayment until repaid in full, on the earliest date that funds are available from the Net Tax Increment, subject to the limitations set forth in subsection (B).

(B) The Zone shall reimburse the Developer for Developer Advances, plus accrued interest, from Tax Increment accumulated in the TIRZ Revenue Fund and available in accordance with the priorities described in Section 5.03, below.

(C) At such time as Developer notifies the Authority in writing that 1) that the Project is completed; 2) makes a request for repayment of Developer Advances; and, 3) provides the Authority with the customary affidavits required in Section 4.02 (B) above, the Authority shall hire a certified public accountant to calculate the amount due the Developer and prepare and submit the Agreed Upon Procedures report to the Authority. The Developer shall pay all costs associated with the Authority's engagement of the certified public accountant for the purpose of preparing the Agreed Upon Procedures. Such report shall be approved by the Authority at the earliest practicable time, but not later than 180 days after submission of the report to the Authority.

(D) It is the intent of the parties that the Developer Advances shall be paid to Developer on a dollar for dollar basis, for Project Costs incurred and paid by Developer and verified by a certified public accountant up to a maximum amount of Four Hundred Thousand and NO/100 DOLLARS (\$400,000.00). Notwithstanding anything contained herein, the total maximum amount of Developer Advances payable to Developer pursuant to this Agreement shall be Four Hundred Thousand and NO/100 DOLLARS (\$400,000.00) including interest thereon.

5.03 Priorities. Amounts deposited in the TIRZ Revenue Fund shall be applied in the following order of priority (i) amounts pledged or required for the payment of outstanding Authority Bonds, including Authority Bonds in the process of issuance and refunding Authority Bonds; (ii) administrative costs of the Zone or the Authority; (iii) payments to other developers pursuant to agreements between such developers, the Zone, and the Authority entered into before the effective date of this Agreement; and (iv) payments to the Developer pursuant to Section 5.02, above.

ARTICLE 6

DEFAULT

6.01 Default.

(A) If the Zone or the Authority does not perform its obligations hereunder in substantial compliance with this Agreement the Developer may seek specific performance of this Agreement only.

(B) If the Developer fails to commence or complete the Project according to the timelines provided in Section 4.02 (A) in accordance with the terms of this Agreement, including the failure to fund Developer Advances, the Zone and/or the Authority may terminate this Agreement and shall be relieved of any obligation to reimburse the Developer.

(C) The Party alleging default shall provide written notice to the other Party of such default, and the defaulting Party shall have sixty (60) days to remedy the default prior to the declaration of any default hereunder.

ARTICLE 7

GENERAL

7.01 Inspections, audits. The Developer shall keep such operating records with respect to the Project and other activities contemplated by this Agreement and all costs associated therewith as may be required by the Authority, the Zone or by State or federal law or regulation. The Developer shall allow the Authority access to, and the Authority shall have a right at all reasonable times to audit, all documents and records in the Developer's possession, custody or control relating to the Project that the Authority deems necessary to assist the Authority in determining the Developer's compliance with this Agreement.

7.02 Developer operations and employees. All personnel supplied or used by the Developer in performance of this Agreement shall be deemed contractors or subcontractors of the Developer and will not be considered employees, agents,

contractors or subcontractors of the Zone, the Authority, or the City for any purpose whatsoever. The Developer shall be solely responsible for the compensation of all such contractors and subcontractors.

7.03 Personal liability of public officials, legal relations. To the extent permitted by State law, no director, officer, employee or agent of the Zone or the Authority shall be personally responsible for any liability arising under or growing out of this Agreement.

7.04 Notices. Any notice sent under this Agreement shall be 1) written and mailed; 2) sent by electronic transmission confirmed by mailing written confirmation at substantially the same time as such electronic transmission; or 3) personally delivered to an officer of the receiving party at the following addresses:

Missouri City Development Authority

1522 Texas Parkway
Missouri City, Texas 77489
Attn: President

Reinvestment Zone Number One, City of Missouri City

1522 Texas Parkway
Missouri City, Texas 77489
Attn: TIRZ Manager

Grand Parkway Commercial T&Q, LLC

9999 Bellaire Blvd., Suite 909
Houston, Texas 77036
Attn: Danny Nguyen

City of Missouri City, Texas

1522 Texas Parkway
Missouri City, Texas 77489
Attn: City Manager

Each Party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic transmission shall be deemed to be given when receipt of such transmission is

acknowledged, and any communication so delivered in person shall be deemed to be given when received for or by the Authority, the Zone or the Developer, as the case may be.

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

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

7.07 Successors and assigns. All covenants and agreements contained in this Agreement by or on behalf of a Party shall bind its successors and assigns and shall inure to the benefit of the other Parties, their successors and assigns. The Parties may assign their rights and obligations under this Agreement or any interest herein only with the prior written consent of the other Parties and any assignment without such prior written consent, including an assignment by operation of law, is void and of no effect. This section shall not be construed to prevent the Developer from selling all or a portion of the property within the Zone in the normal course of business; provided that any such purchaser or assignee must specifically assume all of the obligations of the Developer hereunder. If such assignment of the obligations by the Developer hereunder is effective, the Developer shall be deemed released from such obligations. If any assignment of the obligations by the Developer hereunder is deemed ineffective or invalid, the Developer shall remain liable hereunder.

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

7.09 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, except conflict of laws provisions, as such laws are now in effect. Venue for any action or suit related to this Agreement shall be in Fort Bend County, Texas.

7.10 Entire Agreement. This written Agreement represents the final agreement among the Parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

7.11 Term. This Agreement shall be in force and effect from the date of execution hereof for a term expiring on the earlier of 1) the date that the Developer Advances have been repaid in full; 2) January 1st of the year following the expiration of the Zone; or 3) as otherwise terminated as provided for in this Agreement.

7.12 Time of the essence. Time is of the essence with respect to the obligations of the Parties to this Agreement.

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

7.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original but such counterparts together shall constitute but one and the same instrument.

7.15 Further assurances. Each Party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

7.16 Effect of the Tri-Party Agreement. The obligations of the Parties hereunder are specifically conditioned upon the approval, execution and effectiveness of the Tri-Party Agreement.

7.17 Force Majeure. If any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, are suspended during the continuance of the force majeure. The term "force majeure," means: (i) strikes and picketing (except to the extent involving a labor issue at the site caused by the party seeking force majeure); (ii) sabotage; (iii) acts of God; (iv) fire or other unavoidable casualties; (v) excessive rain or snow, ice, sleet, frost, cold (or hot) temperatures, windstorm or tornado, earthquake or flood delays due to inclement weather which exceed the number of delay days in the schedule for such excessive rain or snow, ice, sleet, frost, cold (or hot) temperatures, windstorm and/or tornado, earthquake or flood, resulting in the reduction or loss of productivity on critical path activities; (vi) explosion; (vii)

war, invasion, civil commotion, embargo, terrorist attacks, riots or public insurrection, condemnation; (viii) regional, local, or national labor disputes; and (ix) national or regional shortages and/or unavailability of materials.

[EXECTUION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed in multiple originals, effective the date first set forth above.

REINVESTMENT ZONE NUMBER ONE, CITY OF MISSOURI CITY

Eunice Reiter, Chairperson

Attest:

Tonya Eugene, Secretary

MISSOURI CITY DEVELOPMENT AUTHORITY

Yolanda Ford, President

Attest:

Anthony Maroulis, Secretary

CITY OF MISSOURI CITY, TEXAS

Yolanda Ford, Mayor

Attest:

Maria Jackson, City Secretary

Grand Parkway Commercial T&Q, LLC,
a Texas limited liability corporation

By: _____
Danny Nguyen
Vice President

Date: _____

APPROVED AS TO FORM:

By: _____

EXHIBIT A

The Grand Park Center Redevelopment Project

	Exhibit A	
Summary description of the improvements of estimate costs		
Store fronts and façade		\$ 740,000
Structural		
Mechanical and HVAC		\$ 10,000
Roofing		\$ 175,000
Signage		\$ 15,000
Parking Lot and Lighting		\$ 10,000
Soft costs (Architectural, legal ...)		\$ 45,000
		\$995,000