



AGENDA

Tax Increment Reinvestment Zone Number One (TIRZ #1) Meeting

6:15 PM - Wednesday, December 8, 2021

Community Center - Room 210

1522 Texas Parkway, Missouri City, Texas, 77489

Notice is hereby given of a Board of Directors of Reinvestment Zone Number One, City of Missouri City to be held on **Wednesday, December 8, 2021**, at **6:15 PM** at: **Community Center - Room 210**, 1522 Texas Parkway, Missouri City, Texas, 77489, 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. APPROVAL OF MINUTES

- (a) Consider approving the minutes of the meeting of July 13, 2021.

3. PUBLIC COMMENTS

4. CONSIDER AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE ZONE AND GRAND PARKWAY COMMERCIAL T&Q, LLC, FOR FAÇADE IMPROVEMENT PROJECT COSTS FOR A SHOPPING CENTER REDEVELOPMENT PROJECT LOCATED IN THE 1700 BLOCK OF TEXAS PARKWAY.

5. RECEIVE AN UPDATE ON THE STATUS OF CURRENT PROJECTS

6. ADJOURN

In compliance with the Americans with Disabilities Act, the City of Missouri City will provide for reasonable accommodations for persons attending Tax Increment Reinvestment Zone Number One meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Michael Tubbs, Facilities and Fleet Manager, at 281.403.8500.

CERTIFICATION

I certify that a copy of the December 8, 2021, agenda of items to be considered by Tax Increment Reinvestment Zone Number One was posted on the City Hall bulletin board, in a place convenient to the public, in compliance with Chapter 551 of the Texas Government Code on December 1, 2021 at 4:00 p.m.



Kimberly Thomas
Office Manager

I certify that the attached notice and agenda of items to be considered by the Board of Directors was removed by me from the City Hall bulletin board on the ____ day of _____, 2021.

Signed: _____

Title: _____



REINVESTMENT ZONE NUMBER ONE, CITY OF MISSOURI CITY MEETING MINUTES

The Board of Directors of Reinvestment Zone Number One, City of Missouri City held a meeting on **July 13, 2021, at 6:30 p.m.** by teleconference due to emergency conditions.

Chairman Eunice Reiter called the meeting to order at 6:30 p.m.

1. ROLL CALL

Chairman Reiter called the roll.

Chairman Reiter and Directors Rosalind Thomas, George Ewing, Cherie Jones, Farrah Sabouni, Tonya Eugene, and M.E. "Skip" Belt were present. Director Ewing joined the meeting at approximately 6:32 p.m. Director M.E. "Skip" Belt joined the meeting at approximately 6:52 p.m. Directors Vickie McBride and John Ferro were absent.

Staff members Financial Services Director Allena Portis, City Attorney E. Joyce Iyamu, and Assistant City Attorney Joseph Quintal were also present.

2. Consider approving the minutes of the meeting of June 30, 2020.

Chairman Reiter announced that the June 30, 2020 minutes were adopted as distributed.

3. Public comments.

There were no public comments.

4. Consider electing a secretary.

Director Eugene made a motion to elect Director Jones as secretary of the board. The motion passed by acclamation.

5. Update on the status of current projects.

Assistant City Attorney Quintal provided an update on the status of current zone projects. Financial Services Director Portis followed with an update on the financial status of current projects.

Director Eugene asked about the overage for the proposed Parks Maintenance Facility. Assistant City Attorney Quintal clarified that the proposed revised cost for the proposed Parks Maintenance Facility was approximately \$4,000,000.00. Financial Services Director Portis clarified that any overage would be paid from the issuance of City debt.

6. Review the Fiscal Year 2022 proposed budget.

Financial Services Director Portis provided an overview of Fiscal Year 2021 revenue and expenses and a review of the Fiscal Year 2022 proposed budget.

Director Thomas inquired about the role of the proposed administrator and board training.

Director Eugene inquired about the distribution of expenses for the proposed administrator.

Chairman Reiter inquired about audit expenses in Fiscal Year 2022.

Director Sabouni made a motion to approve the proposed budget for Fiscal Year 2022. Director Eugene made the second. The motion passed unanimously.

7. ADJOURN

The meeting was adjourned at 6:58 p.m. without objection.

Secretary

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

This Development Agreement (the "Agreement") is made this the ____ day of _____, 2021, 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 located at 17 _____ Texas Parkway (the "Property") within the Zone, and wishes to finance, construct and improve certain Zone projects; and

Whereas, the Developer, the Authority and the Zone previously entered into a development agreement for the redevelopment of the Property ("Previous Agreement"); and

Whereas, such Previous Agreement was not effectuated due to market conditions; 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 and redevelopment 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 only those funds advanced by Developer pursuant to Section 5.01 in payment of the Project Costs as defined herein.

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 and redevelopment within the Zone described in Exhibit "A" attached hereto.

Project Costs shall mean only those costs associated with the Project and incurred by the Developer that are specifically authorized in the Project and Financing Plan, including costs of design, engineering, materials, labor, construction and inspection fees arising in connection with the Project.

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 Inter-local 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 and redevelopment within the Zone and is authorized as an

economic development grant program for façade improvements to support business development, as described in Section 3 of 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, redevelopment, 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 engineering, legal and other consultant fees and expenses related to those Project items that are specifically authorized in the Project and Financing Plan.

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 City standards and 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 six (6) months of the date of this Agreement (the “Commencement Period”). If the Developer has not commenced construction of the Project within the Commencement period, 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. The provisions of Section 6.01 are not applicable to subsection.

- (B) The Developer shall complete construction of the Project, as set forth in Exhibit A, no later than three-hundred sixty-five (365) days from the date of this Agreement. If the Developer has not completed the Project within three-hundred sixty-five (365) 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. The provisions of Section 6.01 are not applicable to subsection.
- (C) Upon completion of the Project, the Developer shall provide the Authority with a final summary of all costs associated with the Project 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.
- (D) Abandonment of Project. The City Manager may reasonably determine that the Project is abandoned for the purposes of this Agreement if, after commencement of construction within the Commencement Period, no measurable work toward the Project's completion is documented to the City Manager by the Developer for forty-five (45) days or longer. Notwithstanding anything contained herein to the contrary, the provisions of Section 6.01 are not applicable to Abandonment of the Project.

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 attorney's fees incurred in an action brought under this section.

4.04 Missouri City Code violations. Developer shall maintain the Property in compliance with the Missouri City Code, as such code may be amended. Developer Advances, at the City's sole discretion, may be reduced or reimbursed to the City in the amount of three times the amount of the fine imposed for each

conviction for a violation of the Missouri City Code at the Property during the term of the Agreement.

4.05 Architecture. Developer shall construct the Project in accordance with the City's adopted architectural design standards and, if applicable, zoning regulations specifically adopted by the City Council for the Property.

ARTICLE 5

PROJECT FINANCING AND FUNDING

5.01 The Developer Advances.

- (A) In connection with the construction of the TIRZ Improvements, the Developer agrees to provide sufficient funds as such become due for all costs thereof constituting Project Costs (the "Developer Advances"), including costs of design, engineering, materials, labor, construction, and inspection fees arising in connection with the Project.
- (B) Interest on each Developer Advance shall accrue at a rate equal to the lesser of (i) the Developer's actual borrowing costs, or (ii) the prime commercial lending rate of JPMorgan Chase 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 six months for costs, fees, or expenses paid or incurred 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).

5.02 Repayment of Developer Advances.

- (A) In consideration of the development and construction of the Project, the Authority shall begin reimbursing Developer Advances and shall continue such reimbursement until reimbursed in full, on the earliest date that funds are available from the Net Tax Increment, subject to

the limitations set forth in subsection (B) and subsection (D) of this Section.

- (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) Not later than forty-five (45) days after completion of the Project, as determined by the City Manager, Developer shall:
 - (i) notify the Authority in writing that that the Project is completed;
 - (ii) request repayment of Developer Advances, as provided herein; and,
 - (iii) provide the Authority with invoices, receipts, and the customary affidavits required in Section 4.02 (B) above.

The Authority shall then 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. Notwithstanding anything contained herein to the contrary, only those Developer Advances submitted as provided in this subsection shall be eligible for reimbursement.

- (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) and Section 4.02(B) in accordance with the terms of this Agreement, including the failure to fund Developer Advances, , this Agreement shall be automatically terminated and be of no further force and effect.
- (C) The Party alleging default shall provide written notice to the other Party of such default, and the defaulting Party shall have thirty (30) 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. **DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, THE ZONE, AND THE AUTHORITY, AND THEIR RESPECTIVE OFFICERS, REPRESENTATIVES, AND AGENTS FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER BROUGHT FOR OR ON ACCOUNT OF ANY INJURY OR DAMAGES RECEIVED BY ANY PERSON, PERSONS, OR PROPERTY ARISING UNDER 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 receipted 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.

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:

Cherie Jones, Secretary

MISSOURI CITY DEVELOPMENT AUTHORITY

Robin J. Elackatt, President

Attest:

Anthony Maroulis, Secretary

CITY OF MISSOURI CITY, TEXAS

Robin J. Elackatt, Mayor

Attest:

Vickie Berglund, Interim 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

DRAFT