

**PUBLIC IMPROVEMENT DEVELOPMENT CONTRACT
AMONG THE CITY OF HOUSTON, TEXAS,
LAKE HOUSTON REDEVELOPMENT AUTHORITY, AND
REINVESTMENT ZONE NUMBER TEN, CITY OF HOUSTON, TEXAS**

THIS PUBLIC IMPROVEMENT DEVELOPMENT CONTRACT (this "Contract") is made in Harris County, Texas, as of the date countersigned by the City Controller by and among the City of Houston, Texas, a municipal corporation and home-rule city in the State of Texas (the "City"), Lake Houston Redevelopment Authority, a not for profit local government corporation organized and existing under the laws of the State of Texas (the "Authority"), and Reinvestment Zone Number Ten, City of Houston, Texas, a reinvestment zone created by the City pursuant to Chapter 311, Texas Tax Code (the "Zone"). The City, Authority and Zone may also be referred to in this Contract singularly as a "Party" or collectively as "Parties."

RECITALS

WHEREAS, by Ordinance No. 1997-1589, passed and adopted on December 17, 1997, the City created Reinvestment Zone Number Ten, City of Houston, Texas (the "Zone") pursuant to Chapter 311, Texas Tax Code, as amended, for the purposes of redevelopment in the area of the City generally referred to as the Lake Houston area pursuant to a preliminary reinvestment zone financing plan for the Zone; and

WHEREAS, the Board of Directors of the Zone (the "Zone Board") adopted and the City approved, by Ordinance No. 1999-387 passed and adopted on April 21, 1999, a Project Plan and Reinvestment Zone Financing Plan for the Zone, which was amended by the First Amendment to the Project Plan and Reinvestment Zone Financing Plan pursuant to Ordinance No. 1999-854 passed and approved on August 11, 1999, the Second Amendment to the Project Plan and Reinvestment Zone Financing Plan pursuant to Ordinance No. 2008-337 passed and approved on April 23, 2008, the Third Amendment to the Project Plan and Reinvestment Zone Financing Plan pursuant to Ordinance No. 2011-742 passed and approved on August 24, 2011, the Fourth Amendment to the Project Plan and Reinvestment Zone Financing Plan pursuant to Ordinance No. 2014-255 passed and approved on April 2, 2014, and the Fifth Amendment to the Project Plan and Reinvestment Zone Financing Plan pursuant to Ordinance No. 2018-997 passed and approved on December 12, 2018 (collectively, the "Plan"); and

WHEREAS, by Resolution No. 2013-62, adopted on December 4, 2013, the City authorized the creation of the Authority to aid, assist, and act on behalf of the City in the performance of the City's governmental functions with respect to the common good and general welfare of the Lake Houston Area; and

WHEREAS, the City, the Zone and the Authority entered into an agreement, passed and adopted on January 22, 2014 by Ordinance No. 2014-50 and countersigned by the City Controller on January 30, 2014, whereby the Authority agreed to provide for the management and administration of the Zone, and the implementation of the Plan (the "Tri-Party Agreement"); and

WHEREAS, the Tri-Party Agreement authorizes the Authority to construct infrastructure and acquire real estate as necessary to implement the Plan; and

WHEREAS, the Fifth Amendment to the Project Plan and Reinvestment Zone Financing Plan for the Zone contemplates the acquisition of rights of way for and construction of improvements to Northpark Drive (the "Project", as further defined below); and

WHEREAS, the Project (defined below) requires additional rights of way, which the Authority will acquire at its expense, subject to compliance with this Contract and City requirements; and

WHEREAS, the City has authority and jurisdiction over the public streets located within the City; and

WHEREAS, the City finds that it is in the public interest to enter into this Contract to implement the Project, which will improve mobility within the Lake Houston area, provide an evacuation route during a major storm event and mitigate flooding; and

WHEREAS, the City further finds that it is in the public interest to cooperate in the acquisition of rights of way for and the design and construction of the Project by the Authority;

NOW, THEREFORE, in consideration of the mutual promises, covenants, benefits, and obligations herein described, the Parties hereby agree to the terms and conditions of this Contract.

ARTICLE I DEFINITIONS

1.01. Certain Terms

As used in this Contract, capitalized terms shall have the meanings provided for them below unless otherwise defined or a different meaning clearly appears from the context in which the term appears:

"Acquisition Fund" is defined in Section 3.02(a).

"Bonds" mean the tax increment bonds of the Authority.

"City Council" means and refers to the City Council of the City.

"Date of Countersignature" means the date of the countersignature by the City's Controller.

"HPW" means Houston Public Works.

"HPW Director" means the Director of Houston Public Works, his or her designee, or any other person who may be designated in writing by the Mayor to perform the functions delegated to the HPW Director in this Contract, but only for so long as the designations remain in effect.

"Notes" mean the promissory notes issued by the Authority from time to time.

"Project" means and refers to the public improvements to Northpark Drive included in the Plan.

"Property" means the land required to be acquired for the Project, and consisting of the parcels described in Exhibit A.

ARTICLE II OBLIGATIONS OF THE PARTIES

2.01. Obligations of Authority

a. Design and Construction of the Project. The Authority is authorized to proceed with the planning, design, construction, and financing of the Project, being improvements to Northpark Drive, for the benefit of the Zone and the City, including the acquisition of additional rights of way required therefor. The Authority agrees to coordinate with HPW and provide plans and specifications for the construction of the Project to the City. The plans and specifications must meet the current City standards for the construction of similar improvements and must be submitted to the HPW Director for approval. The Authority will retain engineers acceptable to the City and licensed by the State of Texas to design, supervise, and inspect the Project.

Following approval of the plans and specifications by the HPW Director, the Authority agrees that it will advertise for or solicit bids, and award and manage the construction contracts for the Project. The Authority agrees to require each construction contractor to provide performance, payment, and maintenance bonds in the same form as required in the City's General Conditions (Document 00700, November 28, 2017 Edition, as may be amended from time to time) for construction contracts.

Upon receipt of a certificate of final completion and maintenance bond in the form as required in the City's General Conditions, as contemplated in Section 2.02 hereof, the Authority, or a third party designated by the Authority, shall enter into an agreement with the City to maintain any non-standard public infrastructure components of the Project, if any.

b. Acquisition of Property. As part of the Authority's Property acquisition process, the Authority agrees to coordinate with Houston Public Works - Real Estate ("HPW-RE") on standard procedures and policies governing the City's acquisition of property, including completion of all pre-closing matters. The Authority agrees to attempt, at its sole cost and expense, to obtain the Property necessary to construct the Project either by purchase, donation, or dedication prior to the initiation of any condemnation proceedings. All offers by the Authority to acquire the Property shall be in conformance with the standard procedures and policies governing the City's acquisition of property.

Prior to making any offer to purchase a parcel comprising the Property, the Authority shall: (i) retain a real estate appraiser and obtain an appraisal; (ii) retain a land surveyor and obtain a survey; (iii) obtain a title report or commitment; (iv) obtain an environmental report; and (v) determine the extent, if any, of the required relocation assistance as a result of the acquisition of the Property, consistent with the requirements of Chapter 21 of the Texas Property Code. Prior to closing, with respect to each parcel of the Property to be acquired, the environmental report and survey must be completed in accordance with City standards and reviewed and approved by HPW.

The Authority shall provide the HPW Director a copy of each offer letter directed to any owner of the Property. In addition, if not previously provided, in conjunction with the issuance of each initial offer, the Authority shall provide the HPW Director a copy of each appraisal, survey and title report or commitment relating to the parcel to which the offer applies. If any appraisal, survey or title report or commitment is thereafter updated or revised, a copy of the updated or revised appraisal, survey or title report or commitment will be provided to the HPW Director reasonably promptly after receipt by the Authority.

The Authority shall be responsible for developing and managing the relocation assistance plan for the Project, if relocation assistance is required pursuant to the requirements of Chapter 21 of the Texas Property Code. The Authority shall provide the HPW Director a copy of the relocation assistance plan for the Project. The Authority shall make any relocation assistance payments that may be required under the relocation assistance plan for the Project. For any relocation assistance payments that are necessitated pursuant to the relocation assistance plan, the Authority shall provide copies of the required notice letters to the HPW Director. All relocation shall be completed by the Authority and shall be at the cost and expense of the Authority, not the City.

In connection with its negotiations to acquire Property pursuant to this Contract, the Authority will be deemed to be acting as the agent of the City. Title to Property acquired by the Authority shall be in the name of the City, with no liens or beneficial interests retained by the Authority or grantors. Subject to the prior written approval of the HPW Director, and if necessary for the construction of the Project, the Authority may take title to Property and later transfer title to the City.

If negotiations to acquire any Property through a voluntary conveyance are unsuccessful and the City elects to acquire such Property through exercise of its power of eminent domain, as contemplated in Section 2.02 hereof, then the Authority shall pay all of the costs and expenses attendant to such proceedings. In addition, if the City and the Authority agree to retain special counsel to represent the City in such proceedings, then the Authority shall pay all of the fees and expenses of the agreed-upon special counsel. The decision to retain any special counsel shall be subject to the approval of the City Attorney.

2.02. Obligations of the City

a. If the Authority's efforts to purchase the Property are unsuccessful, the City, subject to action by the City Council, may agree to exercise the authority granted to it by the constitution and laws of the State of Texas, including Chapters 251 and 273, Local Government Code, and Chapter 21, Property Code, to acquire the Property necessary for completion of the Project by the exercise of the power of eminent domain.

b. The HPW Director will review all plans and specifications and must approve the design and specifications of the Project to assure that the Project meets City requirements for construction. Upon receipt of a certificate of final completion and maintenance bond in a form as required in the City's General Conditions, the City will accept all standard public infrastructure components of the Project for City maintenance. The City agrees to provide all approvals and inspections required hereunder in a timely manner.

2.03. Termination of Eminent Domain Proceedings

a. In addition to its right to terminate this Contract pursuant to Section 5.11, the Authority shall have the right to request the City to terminate any particular proceeding in eminent domain pursuant to this Section 2.03. If the award of the Special Commissioners in an eminent domain proceeding exceeds the amount on deposit in the Acquisition Fund (as defined in Section 3.02(a) of this Contract), the City shall notify the Authority of the additional amount necessary to be contributed to the Acquisition Fund in order to allow the City to deposit the amount of the award of the Special Commissioners in the registry of the Court. Within thirty (30) days after receiving such notice from the City, the Authority shall notify the City whether it intends to deposit the amount requested by the City into the Acquisition Fund. If the Authority notifies the City that it does not wish to deposit the amount requested by the City into the Acquisition Fund, then the City may abandon the acquisition of the Property subject to the proceeding in eminent domain.

In the event that the City dismisses any proceeding in eminent domain, whether at the request of the Authority or due to the failure of the Authority to provide all necessary funds for the proceedings or if such a proceeding is dismissed for any reason by a court, and as a result the City is held liable for any of the costs incurred by the landowner and enumerated in Sections 21.019 and 21.020 of the Texas Property Code, then such costs shall be paid to the City by the Authority within thirty (30) days of

receipt of notice from the City of the amount due. If the Authority fails to timely pay the amount due pursuant to Sections 21.019 and 21.020 of the Texas Property Code within thirty (30) days of receipt of notice from the City, the City may deduct such amount from any tax increment payable by the City to the Zone, and the Mayor and City Controller are hereby authorized to withhold such funds without further action by City Council. The Zone Board joins in this Contract to specifically acknowledge and agree to the withholding of tax increment funds by the City in accordance with this Contract.

In the event of an appeal of the award of the Special Commissioners and, subsequent to such appeal, a judgment is entered in excess of the award of the Special Commissioners, the Authority will be obligated to pay the amount of such judgment and the Authority agrees to deposit the additional funds required into the Acquisition Fund within thirty (30) days of receipt of written notice from the City of the amount due. Failure of the Authority to deposit such amount shall permit the City to deduct a like amount from any tax increment payable by the City to the Zone in the manner described in the immediately preceding paragraph.

The City's authority to deduct any amount owing to the City by the Authority from the tax increment payable by the City to the Zone is limited to the circumstances described in this Contract and is subordinate to the Authority's obligation to pay the principal of and interest on its Bonds and Notes issued with the approval of the City Council or to establish and maintain the reserve, contingency, or other funds established for the Bonds and Notes. The City may not withhold payment of the tax increment if it would adversely affect the Authority's ability to meet its payment obligations on its Bonds and Notes or to establish and maintain the reserve, contingency, or other funds established for the Bonds and Notes.

ARTICLE III PAYMENT AND FUNDING

3.01. Payment

The Authority agrees to reimburse the City for all costs and expenses incurred by HPW related to the Project and the acquisition of Property under this Contract, whether the Property is acquired by purchase, donation, dedication, or eminent domain, but excluding City staff time, office supplies and other City administrative costs or expenses related to this Contract. Such reimbursable costs and expenses shall be charged to the Project in the same manner as for other Capital Improvement Projects, subject to the Authority's right to terminate this Contract and not proceed with any particular eminent domain proceeding under the conditions set forth in Section 2.03. of this Contract, and provided that the Authority pays all costs and expenses assessed against or owed by the City and associated with the dismissal of any such eminent domain proceeding.

3.02. Funding

a. If the City Council authorizes the commencement of eminent domain proceedings, then prior to the initiation of such proceedings, the Authority shall deposit an amount equal to the sum of the final offers made for the Property to be condemned (plus any additional sums necessary to pay filing fees, special commissioners' fees, and any other necessary fees and expenses) in a separate fund created by the Authority for the sole purpose of funding the Authority's obligations related to the acquisition of Property necessary for the construction of the Project (the "Acquisition Fund"). The Authority shall deposit additional funds in the Acquisition Fund from time to time, as required to pay all costs and expenses associated with the eminent domain proceedings. Any interest earned on the money deposited in the Acquisition Fund shall accrue to the benefit of the Authority.

b. If the Authority does not complete the Project in accordance with all applicable City standards during the Term of this Contract, as defined below, then the Authority shall have a continuing obligation following the expiration of the Term to reimburse the City for all of the City's out-of-pocket expenses incurred to acquire the Property through eminent domain proceedings initiated during the Term as well as a continuing obligation to complete all relocation obligations and make any relocation assistance payments that are incurred pursuant to the relocation assistance plan for the Project. The City shall furnish the Authority with reasonable documentation of such out-of-pocket expenses, and the Authority shall reimburse the City for same within sixty (60) days after receipt.

3.03. Financing

The Authority shall use its best efforts to finance the various phases of the Project, making use of its tax increment funds, and Bond proceeds payable therefrom, and to secure grants and other funding from Texas Department of Transportation and other sources. In consideration therefor, the City hereby commits Six Million Dollars (\$6,000,000) from the City's CIP budget to the Authority for use in funding the Project, payable as soon as practicable following the Date of Countersignature of this Contract. The City further agrees to commit an additional Nine Million Four Hundred Fifty-five Thousand Dollars (\$9,455,000) from the City's CIP budget for the Project; provided, however, that payment to the Authority of such additional funds is subject to the "Houston Approval Contingencies" (as hereinafter defined). Within sixty (60) days following receipt of the Authority's issuance of a notice of intent to award to the selected construction contractor, the HPW Director agrees to recommend that an ordinance appropriating such additional funds be approved, which will require approval by the Mayor and placement of approval of appropriation on a City Council agenda, and that City Council approve the appropriation (the "Houston Approval Contingencies"). The HPW Director cannot guarantee all the Houston Approval Contingencies will occur. The Authority will provide an accounting of the use of such funds to the City within thirty (30) days of receipt of a request from the City, and again upon completion of the Project.

**ARTICLE IV
INDEMNIFICATION AND INSURANCE**

4.01. Indemnification

THE AUTHORITY SHALL INDEMNIFY THE CITY, THE ZONE AND THEIR OFFICERS AND EMPLOYEES CONTINUOUSLY DURING THE TERM OF THIS CONTRACT IN ACCORDANCE WITH THE TERMS OF ARTICLE XIII OF THE TRI-PARTY AGREEMENT.

4.02. Insurance

The Authority shall obtain and maintain insurance coverage continuously during the term of this Contract, and the Authority shall contract with each contractor engaged by it hereunder to maintain (and cause each of its subcontractors to maintain) insurance coverage during the term of its contract, in each case in accordance with the terms of Article XV of the Tri-Party Agreement.

**ARTICLE V
GENERAL PROVISIONS**

5.01. Term

Unless sooner terminated pursuant to the provisions hereof, this Contract shall be in force and effect for a term of seven (7) years commencing on the Date of Countersignature of this Contract, such period comprising the "Term." The Term may be extended by mutual agreement of the Parties in writing. The HPW Director and City's Chief Development Officer may approve the written agreement required to extend the Term of this Contract on behalf of the City. Any other amendment to this Contract must be in writing and approved by formal written action of the governing bodies of the City, the Zone and the Authority.

5.02. Applicable Laws, Venue

This Contract is subject to all laws of the federal government of the United States of America, the laws of the State of Texas, and the terms and provisions of the Charter and Code of Ordinances of the City. The applicable venue for any disputes which arise under this Contract shall be the appropriate district, county, or justice court in and for Harris County, Texas, or the Houston Division of the U.S. District Court in the Southern District of Texas.

5.03. Notices

All notices required or permitted hereunder, unless otherwise specified herein, shall be in writing (unless another medium is expressly authorized herein) and shall be deemed received upon the earlier of the following: (a) the day when actually received; or, (b) the third business day following deposit in a U.S. Postal Service post office or

receptacle with proper postage affixed (certified mail, return receipt requested) and addressed to the respective other Party at the address set out below or such other address as the receiving Party may have theretofore designated by notice to the other Party.

If to the City: Chief Development Officer
Office of the Mayor
City of Houston
P.O. Box 1562
Houston, Texas 77251

with a copy to: Director
Houston Public Works
City of Houston
611 Walker St.
Houston, Texas 77002

If to the Authority: Lake Houston Redevelopment Authority
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

If to the Zone: Reinvestment Zone Number Ten, City of Houston, Texas
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

5.04. MWBE Compliance

The Authority agrees to comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances insofar as such programs apply to this Contract. The Authority acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO"), and further agrees that it will make good faith efforts to cause its construction contractors to award subcontracts or supply agreements to Minority and Women Business Enterprises certified by the City's OBO at the same rates as set forth in the City's affirmative action program, as it may be in effect from time to time.

5.05. Inspections, Audits, and Enforcement

The Authority agrees to keep such records as may be required by the City or by state and federal law or regulation and agrees to provide to the City copies of all acquisition documents related to the Project, including individual files for each separate parcel acquired as part of the Project that include, at a minimum, all offer letters, letters of intent, appraisals, title policies, environmental reports, approved surveys, recorded

deeds and any other acquisition-related documents. Such records shall, at the City's request, be provided electronically on CD using standard HPW naming conventions for scanned documents (such naming conventions to be provided by HPW) but shall be provided in print format as well. In addition, for Property that is acquired for the Project pursuant to a condemnation action, the Authority will provide to the City copies of deeds in lieu of condemnation and judgments in a timely manner after such condemnation actions are completed.

The City may request the Authority to produce any other records not specifically enumerated herein relating to the construction of the Project or the acquisition of the Property by giving the Authority ten (10) days' written notice prior to the date specified for production. The production of records shall be during usual business hours at a mutually agreeable time and place on the date specified in said notice.

The Authority covenants to provide, or allow inspection by the City of, documents and records that the City deems necessary to assist in determining the Authority's compliance with this Contract, with the exception of those documents made confidential by federal or state law or regulation.

5.06. Authority Operations and Employees

All personnel supplied or used by the Authority shall be deemed employees or subcontractors of the Authority and will not be considered employees, agents, or subcontractors of the City for any purposes whatsoever. The Authority shall be solely responsible for the compensation of all such personnel, for the withholding of income, social security and other payroll taxes, and for the coverage of all workers' compensation benefits.

5.07. Entire Contract and Amendment

a. This Contract sets forth all covenants, agreements and understandings among the Parties with respect to the subject matter hereof, and there are no other covenants, conditions or understandings, either written or oral, between the Parties hereto except as set forth in this Contract, other than the Tri-Party Agreement relating to the payment of the tax increments to the Authority by the City and Zone.

b. This Contract may be amended only by written instrument duly executed on behalf of the City (by authority of an ordinance duly adopted by the City Council), by the Board of Directors of the Authority, and by the Zone Board. The Chief Development Officer and HPW Director are only authorized to perform the functions specifically delegated to them in this Contract.

5.08. Force Majeure

Notwithstanding anything in this Contract to the contrary, if the performance of any covenant or obligation to be performed hereunder by either Party is delayed as a result of circumstances which are beyond the reasonable control of such Party — which circumstances may include, without limitation, pending or threatened litigation, acts of

God, war, acts of civil or military authority (other than the City or the Authority), riots or strikes, acts of civil disobedience, terrorist acts, fire, flood, explosion or other casualty, shortage of materials, adverse weather conditions (such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, hurricanes or tornadoes), labor action, strikes or similar acts – the time for such performance shall be extended by the amount of time of such delay (“Force Majeure”).

5.09. Non-Waiver

Failure of either Party to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law, or failure of either Party to notify the other Party properly in the event of default, shall not release a Party from any of the obligations of this Contract, and shall not be deemed a waiver of any right of a Party to insist upon strict performance hereof or any of its rights or remedies with respect to a prior or subsequent default hereunder.

5.10. Severability

The provisions of this Contract are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Contract or application thereof to any person or circumstance shall ever be held by any court or regulatory authority of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of such word, phrase, clause, sentence, paragraph, section, or part of this Contract to other persons or circumstances shall not be affected thereby.

5.11. Events of Default

Default by either the City or the Authority shall occur if either the City or the Authority fails to perform or observe any of the terms and conditions of this Contract required to be performed or observed by the City or the Authority.

The City and the Authority shall each have the right to terminate its duties under this Contract by giving the defaulting Party written notice describing such default and stating the non-defaulting Party's intent to terminate. Such termination shall be effective as of the thirtieth (30th) day following the receipt of such notice by the defaulting Party, provided: (1) such termination shall be ineffective if within such 30-day period the defaulting Party cures said default, and (2) such termination may be stayed, at the option of the non-defaulting party, pending the cure of said default.

The City may terminate in the event: (1) the Authority or City is or becomes insolvent or bankrupt or ceases to pay its debts as they mature or makes an arrangement with or for the benefit of its creditors or consents to or acquiesces in the appointment of a receiver, trustee, or liquidator for a substantial part of its property, or (2) any action or answer by the Authority or City approves of, consents to, or acquiesces in any such proceeding, or (3) the levy of any distress, execution, or attachment upon the property of the Authority prevents its performance hereunder.

5.12. Termination

If the Authority terminates this Contract pursuant to Section 5.11, the Authority shall have the right to seek legal and equitable remedies provided by law for such default and termination right. If the Authority terminates this Contract pursuant to Section 5.11 or for any other reason, it agrees to pay all of the City's costs and expenses, including all awards of attorneys' fees and expenses incurred as a result of the dismissal of any condemnation action filed by the City.

If the City terminates this Contract pursuant to Section 5.11, the City shall have the right to seek legal and equitable remedies provided by law for such default and termination right.

5.13. Remedies

The rights and remedies contained in this Contract shall not be exclusive but shall be cumulative of all rights and remedies now or hereafter existing, whether by statute, at law, or in equity; provided, however, neither Party may terminate its duties under this Contract except in accordance with the provisions hereof.

5.14. Representations of the City

The City represents to the Authority that:

A. The City is a duly created and existing municipal corporation and home rule municipality 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 Contract.

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

C. This Contract has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the City, enforceable in accordance with its terms.

5.15. Representations of the Authority

The Authority hereby represents to the City that:

A. The Authority is duly authorized and existing and in good standing under the laws of the State of Texas, and is duly qualified and

authorized to carry out the functions and operations contemplated by this Contract.

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

C. There has been no material adverse change in the Authority's financial condition which would impair the Authority's ability to perform its obligations under this Contract.

D. This Contract has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the Authority, enforceable in accordance with its terms.

5.16. Maintenance of Status

The City and the Authority each agree to use all reasonable efforts to cause the representations and warranties made above to continue to be true during the Term of this Contract.

IN WITNESS WHEREOF, the City, the Authority, and the Zone have made and executed this Contract in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

[EXECUTION PAGES FOLLOW]

LAKE HOUSTON REDEVELOPMENT
AUTHORITY

By: Stanley J. Sarman
Name: Stanley J. Sarman
Title: Chairman

REINVESTMENT ZONE NUMBER TEN,
CITY OF HOUSTON, TEXAS

By: Stanley J. Sarman
Name: Stanley J. Sarman
Title: Chairman

ATTEST:

THE CITY OF HOUSTON, TEXAS

By: _____
Anna Russell
City Secretary

By: _____
Sylvester Turner
Mayor

APPROVED AND RECOMMENDED:

COUNTERSIGNED:

By: _____
Carol Ellinger Haddock, P.E.
Director
Houston Public Works

By: _____
Chris Brown
City Controller

Date: _____

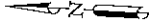
APPROVED AND RECOMMENDED:

By:  _____
Andrew F. Icken
Chief Development Officer

APPROVED AS TO FORM:

By:  _____
J. Nguyen
Assistant City Attorney
LD No. 042-1800158-001

EXHIBIT A

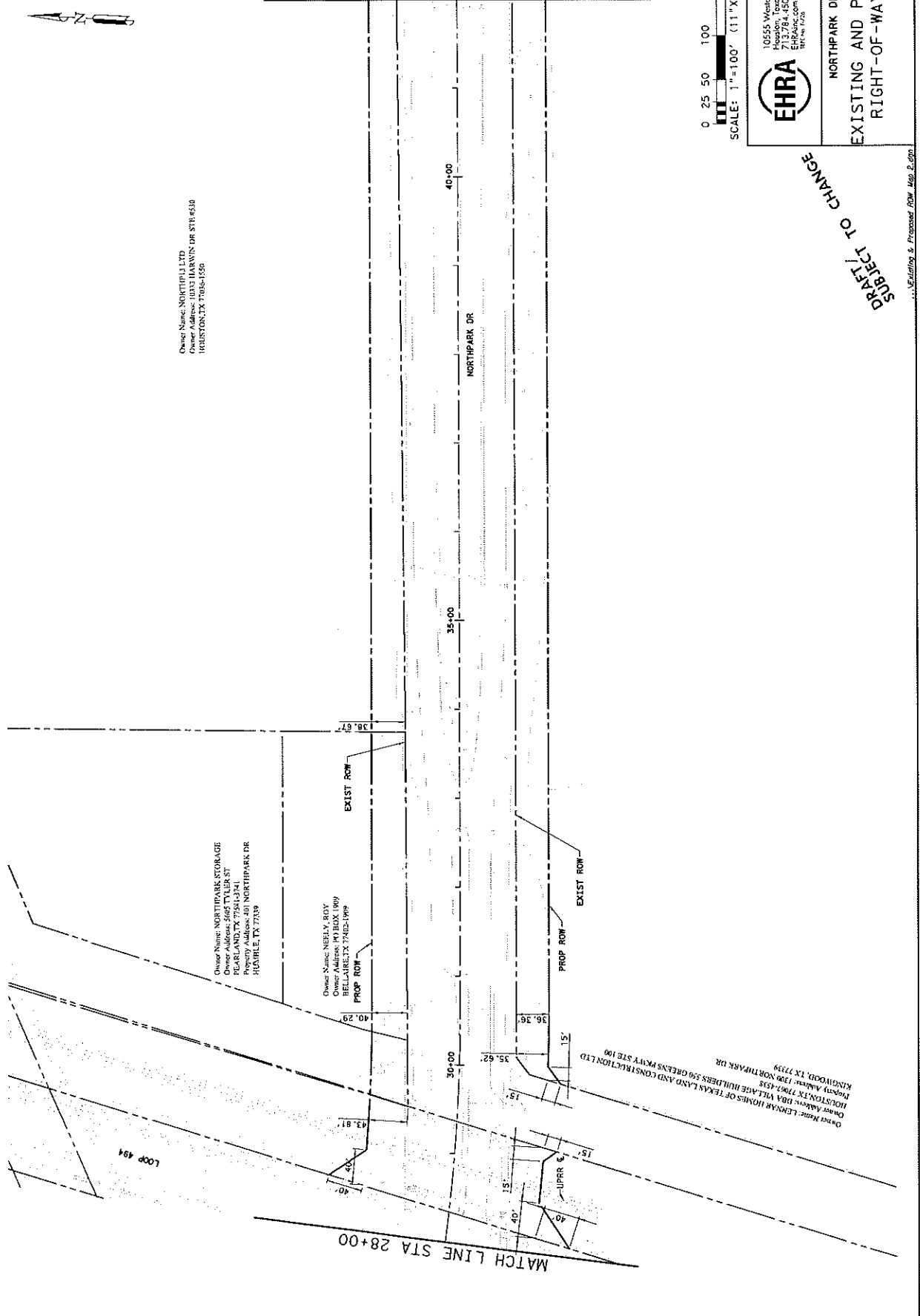


Owner Name: NORTH PARK SECURAGE
 Owner Address: 5681 TYLER ST
 HOUSTON, TX 77054-1530

Owner Name: NORTHPARK SECURAGE
 Owner Address: 5681 TYLER ST
 PEARLAND, TX 77581-3741
 Property Address: 401 NORTHPARK DR
 HOUSTON, TX 77039

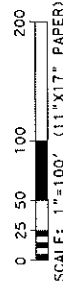
Owner Name: NIELLY, ROY
 Owner Address: 1702 W
 BELLAIRE, TX 77407

Owner Name: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD
 Property Address: 1308 NORTHPARK DR
 HOUSTON, TX 77054-1530
 Kingwood, TX 77339



MATCH LINE STA 42+00

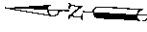
MATCH LINE STA 28+00



10555 Woodlark Drive
 Houston, Texas 77062
 713.464.4600
 EHRAinc.com
 801-001-1720

NORTHPARK DR.
 EXISTING AND PROPOSED
 RIGHT-OF-WAY MAP

SUBJECT TO CHANGE



Owner Name: NORTH PARK BUSINESS CENTER LTD
 10555 Westliffe Drive
 Houston, TX 77036-1650
 Property Address: 1701 NORTH PARK DR STE 1
 HUMBLE, TX 77339

Owner Name: M/W & LOT ENTERPRISES, LLC
 3846 GLADE VALLEY DR
 KINGWOOD, TX 77339-2059

Owner Name: M/W & LOT ENTERPRISES, LLC
 3846 GLADE VALLEY DR
 KINGWOOD, TX 77339-2059
 Property Address:
 1715 NORTH PARK DR
 KINGWOOD, TX 77339

Owner Name: ALEXANDER, KENNETH M
 1683 NORTH PARK DR
 HUMBLE, TX 77339
 Property Address: 1679 NORTH PARK DR
 HUMBLE, TX 77339

Owner Name: WINSTON LAMB & CATTLE LTD
 4501 US HIGHWAY 29 N
 LUFKIN, TX 75901-4513
 Property Address: 1675 NORTH PARK DR
 HUMBLE, TX

Owner Name: 5507 1971 NORTH PARK DR LLC
 111 CORPORATE DR STE 2120
 LADNER RANCH, CA 92641
 HUMBLE, TX 77339

Owner Name: NORTH PARK CHRISTIAN CHURCH
 1599 NORTH PARK DR
 HUMBLE, TX 77339-1640
 Property Address: 1599 NORTH PARK DR
 KINGWOOD, TX 77339

Owner Name: BOWMAN JAMES INC.
 1725 NORTH PARK DR
 HUMBLE, TX 77339-1618
 Property Address: 1725 NORTH PARK DR
 KINGWOOD, TX 77339

Owner Name: JOINER INDUSTRIES INC
 1735 NORTH PARK DR
 KINGWOOD, TX 77339-1618
 Property Address: 1735 NORTH PARK DR
 HUMBLE, TX 77339

Owner Name: BIKT LEASING CO LLC
 3140 FM 1968 RD E STE 412
 HOUSTON, TX 77033-2616
 Property Address: 1335 NORTH PARK DR KINGWOOD, TX 77339

MATCH LINE STA 70+00

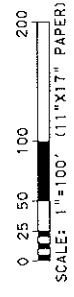
MATCH LINE STA 56+00

60+00 NORTH PARK DR 65+00

EXIST ROW PROP ROW

EXIST ROW

Owner Name: NORTH PARK CENTRAL PROPERTY OWNERS ASSOC INC
 641 GREENS PAVY STE 4211
 HOUSTON, TX 77077-4578
 Property Address: 1640 NORTH PARK DR
 KINGWOOD, TX 77339



10555 Westliffe Drive
 Houston, TX 77036-1650
 713.296.4500
 EHRAInc.com
 INC. #04, 107A

SUBJECT TO CHANGE

**EXISTING AND PROPOSED
 RIGHT-OF-WAY MAP**

NORTH PARK DR.

