TAX INCREMENT FINANCING
DEVELOPMENT AGREEMENT
Project Name: Evans and Rosedale

This **TAX INCREMENT FINANCING DEVELOPMENT AGREEMENT** (**"Agreement"**) is entered into by and between the **BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER FOUR, CITY OF FORT WORTH, TEXAS** (**"Board"**), an administrative body appointed in accordance with Chapter 311 of the Texas Tax Code (**"TIF Act"**) to oversee the administration of Tax Increment Reinvestment Zone Number Four, City of Fort Worth, Texas, a reinvestment zone designated by ordinance of the City of Fort Worth (**"City"**) in accordance with the TIF Act, and **HOQUE GLOBAL PROPERTIES, LLC** (**"Developer"**), a Texas limited liability company.

The Board and Developer agree that the following statements are true and correct and constitute the basis upon which the Board and Developer have entered into this Agreement:

A. On November 25, 1997, the City Council adopted Ordinance No. 13259, establishing Tax Increment Reinvestment Zone Number Four, City of Fort Worth, Texas ("TIF District"), and establishing the tax increment fund of the TIF District ("TIF Fund").

B. On August 30, 1999, the Board adopted a project and financing plan for the TIF District, as amended by the Board on November 1, 2012 pursuant to Board Resolution No. Resolution No. 2012-2 (collectively the "TIF Project Plan"). The TIF Project Plan was approved by the City Council on August 31, 1999, as amended by the City Council on December 11, 2012, pursuant to Ordinance No. 20536-12-2012.

C. The Historic Southside neighborhood and the area in and around the intersections of Evans Avenue and Rosedale Street played a vital role in Fort Worth's African-American community and the City of Fort Worth, as a whole, during the first half of the twentieth century.

D. The area housed numerous businesses and well-known music venues as well as Our Mother of Mercy, a private school facility for African Americans that educated a number of neighborhood children who went on to become professionals, and was home to a number of prominent members of the African-American community, including Dr. R.A. Ransom, who opened one of the first African-American hospitals in Fort Worth and the State of Texas.

E. Over time, commercial patterns changed, more affluent individuals left the area in favor of new suburban developments, and the area began to suffer a severe economic decline.

F. The City has long sought to redevelop the area in a way that is sensitive to its historic roots and that takes into account its importance to the community.

G. As early as 1998, the City undertook efforts to revitalize the area by applying for a $7.5 million Section 108 Loan Guarantee from the Department of Housing and Urban Development (M&C C-16898), which was awarded and later modified to support the development of a new public health/code compliance facility and library in the area (M&C C-19859; CSC 32336).

H. Other progress toward redevelopment includes the creation of a new plaza and streetscape as called for in the area's October 2000 Vision Plan, designation of the area as an urban village, and establishment of the Evans & Rosedale Urban Village Master Plan.

I. In concert with the revitalization efforts over the years, the City, the Fort Worth Housing Finance Corporation ("HFC"), and the Fort Worth Local Development Corporation ("LDC") have collectively amassed a total of thirty-six parcels of real property in the area ("Property"), undertaken environmental assessment and remediation, and rezoned land in an effort to facilitate redevelopment.

J. A few small-scale private development and redevelopment projects have been successfully undertaken in the area, but larger redevelopment projects have failed to come to fruition due to a variety of factors, including cyclical economic downturns and lack of support from the neighborhood.

K. In December of 2018, the City, in concert with the HFC and LDC, issued a Request for Expressions of Interest (RFEI) seeking a Master Developer arrangement for the Property and the area in and near the historic Evans & Rosedale Urban Village.

L. After a lengthy review and negotiation process that included extensive stakeholder and community input but that was substantially prolonged due to the negative impacts of the COVID-19 pandemic, the City, HFC, LDC, and Board all took action to move forward with Developer for an Evans and Rosedale Redevelopment and Affordable Housing Project, consisting of the following: (1) a parking structure; commercial and retail space; a cultural square, parks, and other public spaces; and housing consisting of approximately 292 multifamily units, and 28 live-work units ("Phase 1"); and 20 townhomes ("Phase 2") (collectively, the "Development"). A depiction of the Development is set forth in more detail in Exhibit A, which is attached hereto and incorporated herein for all purposes.

M. At least 20% of the total number of housing units in the Project will be affordable housing.

N. As part of the Project, the City allocated $4,245,533.42 from the American Rescue Plan Act, Subtitle M (Coronavirus State and Local Fiscal Recovery Funds) to pay fair market value for the Property, consisting of thirty HFC properties ($3,595,977.13), five (5) LDC properties ($537,076.29), and one (1) City property ($112,500.00) (M&C 21-0810).

O. The City agreed to convey all of the Property to Developer for the Project in exchange for nominal monetary consideration of $1.00 per Property plus the granting of deeds of trust covering all property to ensure the Property is used for the Development and continued operation of affordable housing for a period of at least fifteen (15) years from the date of issuance of the certificate of occupancy.

P. In further support of the Project, the City also authorized an economic development program agreement with Developer, with the aggregate value of all grant payments capped at a gross amount of $9,000,000.00 and the amount of grant payments to actually be awarded being made contingent on Developer meeting certain specifically identified investment, development, and employment criteria ("380 Agreement").

Q. The Board agreed to provide funding to the Central City Local Government Corporation ("CCLGC") in an amount up to $6,500,000.00 to fund an easement for public parking spaces in Developer's parking garage, which easement will be owned by the CCLGC and leased to Developer to benefit the Project.

R. Developer has agreed to enter into an agreement with the CCLGC for the acquisition of a perpetual easement for, and lease back of, the Parking Garage ("Purchase and Lease Agreement").

S. The Board also agreed to provide funding to Developer in an amount not to exceed $500,000.00 for public improvements associated with the Phase 1 of the Development, including, but not limited to, sidewalks and walkways, streetscape improvements, street lights and landscaping within public

rights-of-way and other publicly accessible spaces, and enhancements to plaza and park spaces in and around Evans Avenue Plaza, all of which are improvements that will benefit the Development ("Project"). A depiction of the location of the public improvements associated with the Project is set forth in more detail in Exhibit A, which is attached hereto and incorporated herein for all purposes.

T. This Agreement is intended to serve as the agreement to fund the public improvements associated with the Project. Phase 2 of the Development is not applicable to this Agreement, but the Developer may receive additional incentives for completing Phase 2 per the terms of the 380 Agreement.

U. The TIF Project Plan specifically authorizes the Board to enter into agreements dedicating revenue from the TIF fund for public improvements within the TIF District. Accordingly, the costs of funding the Project's parking garage qualify as lawful "project costs," as that term is defined in Section 311.002(1) of the TIF Act ("Project Cost"). Accordingly, the Board is willing to reimburse the CCLGC for certain Project Costs solely in accordance with and pursuant to this Agreement.

NOW, THEREFORE, the Board and Developer, for and in consideration of the terms and conditions set forth herein, do hereby contract, covenant and agree as follows:

1. DEVELOPER'S OBLIGATIONS.

1.1. Completion of Phase 1 and Project.

1.1.1 Developer must expend or cause to be expended at least Sixty Million Dollars and Zero Cents ($60,000,000.00) in Total Development Costs on Phase 1 of the Development (**"Total Development Costs"**). For purposes of this Agreement, Total Development Costs means the costs of site development and construction of the Development, including the following: design and consultant fees, contractor fees and construction costs, financing costs, permit and street rental fees, project management fees, legal fees, leasing commissions, tenant improvement and tenant relocation costs, tenant improvement reserves for non-leased space, the costs of equipment, supplies and materials associated with such site development and construction costs, and the costs of newly-purchased equipment, appliances, fixtures, furniture and furnishings installed in Phase 1. The acquisition value for the Phase 1 will not be included in the Total Development Costs.

1.1.2 If the Developer does not expend or cause to be expended the Total Development Costs, then the Reimbursement (as hereinafter defined) will be reduced by a percentage equal to the percentage of the shortfall in Total Development Costs.

1.1.3 All costs incurred pursuant to the Project will be advanced and paid for by Developer and will not, in any event, be paid by the Board except as a reimbursement to Developer in accordance with this Agreement.

1.1.4 Phase 1 must be completed in accordance with this Agreement by the Completion Deadline (as hereinafter defined), subject to confirmation by Fort Worth South, Inc., which serves as the TIF's administrator (**"Administrator"**), and issuance of a Certificate of Completion (as hereinafter defined).

(a) For purposes of this Agreement, Phase 1 will be deemed complete on the date that the Administrator issues a Certificate of Completion as provided in the 380 Agreement. Phase 1 must be completed in accordance with this Agreement by December 31, 2024 (**"Completion Deadline"**), such

Completion Deadline which is subject to extension as provided herein; provided, however, that if Phase 1 is substantially complete by the Completion Deadline, then the Board, through its Chair or the City, through its designated Assistant City Manager (in the event this Agreement extends beyond the expiration of the TIF District), may, in that person's sole and absolute discretion, extend the Completion Deadline up to an additional six months.

(b) For Phase 1 to be "substantially complete", the Administrator must find that all on-site components of Phase 1 (excluding the Project), including but not limited to the building and parking areas, have been substantially completed and are on schedule for full completion within 6 months, with the exception of any tenant finish out, minor interior work, and other punchlist items.

1.2. <u>Approval of Plans and Specifications</u>.

1.2.1 Notwithstanding anything to the contrary herein, Developer will not be eligible for any Reimbursement by the Board until the Administrator and the City have approved in writing all required plans, specifications, and cost estimates relative to the Project.

1.2.2 Plans for the Project may not deviate from the plans approved by the Board (a copy of which is attached hereto as Exhibit A and Exhibit B), except for minor modifications as authorized by this Section and changes required by the City in connection with the issuance of a building permit for the Project.

1.2.3 All Project plans, specifications, and work must conform to all applicable Legal Requirements (as hereinafter defined), including federal copyright, trademark and patent laws.

1.2.4 Developer certifies that it has secured the rights to use the plans for Phase 1 and to submit the plans to the Board, the Administrator, or the City, as necessary, for approval.

1.2.5 Approval of any plans and specifications relating to the Project by the Administrator and the City neither constitutes nor is deemed (i) to be a release of the responsibility or liability of Developer or any of its contractors; their officers, agents, employees and subcontractors, for the accuracy or the competency of the plans and specifications, including, but not limited to, any related investigations, surveys, designs, working drawings and specifications or other documents, or (ii) an assumption of any responsibility or liability by the Board or the City for any negligent act, error, or omission in the conduct or preparation of any investigation, surveys, designs, working drawings and specifications or other documents by Developer or any of its contractors; their officers, agents, employees and subcontractors.

1.2.6 Upon written approval of the Administrator, Developer may make minor plan modifications that do not affect the overall design concept or reduce the size, capacities, capabilities, or quality of the Project so long as the Project is otherwise completed as described herein and as approved by the Board.

1.3. Third Party Contractors.

1.3.1 Developer may enter into agreements with third party contractors to undertake all or any portion of the development, design, and construction of the Project (**"Third Party Contracts"**), provided that all such agreements executed after the Effective Date of this Agreement contain (i) a provision, similar in form to that prescribed in this Agreement, pursuant to which the contractor and any subcontractors involved in the Project **agree to release, indemnify, defend and hold harmless the Board and the City from any and all damages arising as a result of or in relation to the Project and any work thereunder and for any negligent acts or omissions or intentional misconduct of the contractor, any subcontractors and Developer, and their officers, agents, servants and employees;** (ii) a requirement that the contractor provide Developer with a bond or bonds, which Developer must forward to the City, that guarantees the faithful performance and completion of all construction work covered by the contract and full payment for all wages for labor and services and of all bills for materials, supplies and equipment used in the performance of the contract; (iii) a requirement that the contractor provide insurance in accordance with the minimum requirements set forth in this Agreement; (iv) a requirement that the contractor comply with all Legal Requirements, (as hereinafter defined); and (v) a goal for participation in the Project by business equity firms (collectively, **"BEFs"**), as set forth herein. All of the requirements contained in this Section will hereinafter be referred to as the **"Third Party Contract Provisions."**

1.3.2 ***IF DEVELOPER ENTERS INTO ANY THIRD PARTY CONTRACT THAT DOES NOT CONTAIN ALL OF THE ABOVE THIRD PARTY CONTRACT PROVISIONS, REGARDLESS OF WHETHER DEVELOPER ENTERED INTO THE THIRD PARTY CONRACT PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT, AND TO THE EXTENT THAT ANY CLAIMS, DEMANDS, LAWSUITS OR OTHER ACTIONS FOR DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, PROPERTY LOSS, PROPERTY DAMAGE AND PERSONAL INJURY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISE UNDER, ON ACCOUNT OF OR IN RELATION TO THE THIRD PARTY CONTRACT FOR WHICH THE CONTRACTOR THEREUNDER WOULD HAVE BEEN REQUIRED TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE BOARD AND THE CITY IF THE THIRD PARTY CONTRACT PROVISIONS HAD BEEN INCLUDED IN THE THIRD PARTY CONTRACT ("THIRD PARTY CONTRACT DAMAGES"), THEN DEVELOPER, AT DEVELOPER'S OWN EXPENSE, WILL INDEMNIFY, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE INDEMNIFIED PARTIES HEREIN) AND HOLD HARMLESS THE BOARD AND THE CITY, THEIR OFFICERS, MEMBERS, AGENTS, SERVANTS, EMPLOYEES AND VOLUNTEERS, FROM AND AGAINST ANY SUCH THIRD PARTY CONTRACT DAMAGES.***

1.4. Community Facilities Agreements.

1.4.1 For any Project work that is anticipated to occur in the City's public rights-of-way, easements, other City-owned property or other property owned by a governmental agency (collectively, **"Public Property"**), Developer will not undertake or cause to be undertaken any Project work thereon until Developer has received written approval by the owner of the Public Property.

1.4.2 In the case of Project work that is anticipated to occur in the City's public rights-of-way, easements, or other City-owned property, Developer will notify the City in writing and request a written opinion as to whether Developer must enter into a Community Facilities Agreement or other written document with the City.

1.4.3 If any such document is required, Developer will not undertake or cause to be undertaken any affected Project work until the Community Facilities Agreement or other required written document has been executed by all parties and is in full force and effect.

1.4.4 Developer must comply with all terms and conditions of any Community Facilities Agreement or other required written document with the City covering any portion of the Project work.

1.5. Financial Guaranty.

If Developer enters into a CFA or other written document with the City that requires bonds for Developer or Developer's third-party contracts for this Project, then such obligations will be deemed to be satisfied under this Agreement upon the delivery of said bonds to the City in compliance with the CFA or other written documents, provided that the Developer names the Board as a dual oblige on all such bonds (along with the City) and delivers the same to the Board. To the extent that the CFA or other written documents does not cover the Project, either in whole or in part, then Developer must provide its financial guaranty to the Board in one of the following forms:

1.5.1. Bonds.

Developer must deliver to the City a bond or bonds, executed by a corporate surety in accordance with Texas Government Code, Chapter 2253, as amended, in the full amount of each construction contract or project. The bond(s) must guarantee (i) the satisfactory completion of the construction work to be undertaken and (ii) full payments to all persons, firms, corporations or other entities with whom Developer has a direct relationship for the performance of such construction work; ***or***

1.5.2. Escrow Pledge Agreement.

Developer must place a cash deposit equal to one hundred twenty-five percent (125%) of the full amount of the cost of each construction contract or project (the additional percentage taking into account change orders) in escrow with an escrow agent in the City that is acceptable to the Board, in which case (i) the Board and Developer will use reasonable efforts to negotiate an escrow agreement with such escrow agent regarding the disposition of funds in escrow and (ii) Developer must pay all costs associated with such escrow arrangement. The escrow agreement will outline a process under which Developer may receive draws from the escrowed funds in order to pay the costs of the Project after the Board has verified completion of the construction work for which payment is sought and, if a contractor was used for such construction work, that all parties associated with such work have been fully paid.

1.6. BEF Goals.

In satisfaction of the Board's obligations under Section 311.0101 of the TIF Act, Developer must consult with the City's Diversity and Inclusion Office in establishing a goal for Developer to

utilize BEFs in undertaking any work on the Project following the date of execution of this Agreement.

1.7. Deadlines for Completion of Phase 1 and Project.

Developer will cause Phase 1 of the Development to be completed by not later than Completion Deadline. For purposes of this Agreement, the Administrator will issue a Certificate of Completion when (i) the City has issued at least a temporary certificate of occupancy for full human occupancy of the entire Phase 1 Development and (ii) the Developer has complied with the requirements for completion in accordance with the terms of this Agreement.

1.8 Payment of All Taxes.

Developer will not allow any applicable ad valorem real property taxes with respect to the Phase 1 Development land, or any ad valorem taxes with respect to any tangible personal property located on the affected land or within the Development (owned by Developer or its affiliates), to become delinquent without following in a timely and proper manner the legal procedures for protest or contest of any such ad valorem real property or tangible personal property taxes.

2. REIMBURSEMENT BY BOARD.

2.1. Amount of Reimbursement.

2.1.1 Provided that Developer has completed the entire Phase 1 Development, including, without limitation, the Project, by the Completion Deadline and has complied with all other terms and conditions of this Agreement, the Board will reimburse Developer the lesser of the following within thirty (30) days following the issuance of a Certificate of Completion ("Reimbursement"):

(a) Developer's Qualified Costs (as hereinafter defined) in completing the Project; or

(b) Five Hundred Thousand Dollars and Zero Cents ($500,000.00) of Developer's Qualified Costs in completing the Project.

2.1.2 Notwithstanding anything to the contrary, if there are not sufficient revenues in the TIF Fund at the time of payment, the financial obligations of the Board to Developer under this Agreement will be carried forward without interest to the next fiscal year of the TIF District (or the City, as the case may be) in which there are sufficient revenues in the TIF Fund to satisfy such obligations.

2.1.3 For purposes of this Agreement, **"Qualified Costs"** means the actual costs incurred by Developer in completing the Project, provided that those Qualified Costs are for Project work associated with the Phase 1 Development and also allowable Project Costs under the TIF Act.

2.1.4 In no event will the Board pay Developer any portion of the Reimbursement prior to issuance of a Certificate of Completion or reimburse Developer for any Qualified Costs in excess of $500,000.00 **("Maximum Reimbursement Amount")**.

2.2. Process for Reimbursement

2.2.1. Inspections

Prior to issuance of the Certificate of Completion, at any time during normal office hours and following reasonable notice to Developer, the Board and any authorized designee will have, and Developer must provide, access to the Project site in order for the Board and any authorized designee to inspect the Project in order to ascertain Developer's compliance with this Agreement. In addition, the Board and any authorized designee will have the right to inspect all work undertaken on the Project in order for the Board or any authorized designee to inspect and evaluate such work. Developer must cooperate fully with the Board during any such inspection or evaluation. Developer will cooperate fully with the City during any such inspection and evaluation and City will cause its representatives and/or agents to comply with the safety rules and regulations imposed by Developer or its contractors in connection with such inspections.

2.2.2. Audits

At any time prior to issuance of a Certificate of Completion and for a period of two (2) years thereafter, the Board will have the right to have audited the financial and business records of the Developer that relate to the Project (collectively, the **"Records"**) in order to assist the Board in verifying that any given expenditure by Developer qualifies as a Qualified Cost. The scope of the audit will not include an audit of the rates charged by any third-party contractor as set forth in its construction contract in connection with such Qualified Costs but may include the application of such rates to the cost of the work being performed by such contractor. Developer will make all Records available to the Board or any authorized designee at the Fort Worth Municipal Building, 200 Texas Street or at another location in the City following reasonable advance notice by the Board and will otherwise cooperate fully with the Board during any audit. Notwithstanding anything to the contrary herein, this Section will survive termination or expiration of this Agreement.

2.2.3 Certificate of Completion

(a) Developer must submit a signed completion report to the Administrator detailing the following:

i. Specific work completed under Phase 1, with all Project work broken out separately

ii. Amount of money expended on the Project and that Developer claims as Qualified Costs;

iii. Proof that all work on Phase 1, including the Project, has been substantially completed by the Completion Deadline, including, but not limited to, all supporting invoices and other documents showing that such amounts were actually paid by Developer.

iv. Phase 1 has received the requisite certificate of occupancy from the City in accordance with this Agreement and Chapter 380; and

v. Developer has complied with all of its obligations under any Community Facilities Agreement or other required written document between Developer and the City relating to the Phase 1 Development.

(b) Subject to the provisions of this Section, the Administrator will issue a certificate of completion to Developer within thirty (30) calendar days following receipt of Developer's completion report that sets forth the actual amount of Reimbursement that Developer will be entitled to receive under this Agreement (**"Certificate of Completion"**).

2.3. Limited to Available TIF Funds

Notwithstanding anything to the contrary herein, and subject to the Priority of Payments set out in this Agreement, Developer understands and agrees that the Board will be required to pay the Reimbursement only from available revenues in the TIF Fund that are attributable solely to tax increment (as defined in Section 311.012 of the Texas Tax Code) generated annually from property located in the TIF District and deposited into the TIF Fund in accordance with the TIF Act.

2.4. Priority of Payment

Notwithstanding anything to the contrary herein, Developer understands and agrees that any obligation of the Board to pay all or any portion of the Reimbursement Amount will be subject and subordinate to the Board's right to retain reserves in the TIF Fund in any fiscal year to meet all existing contractual obligations of the Board. Specifically and without limiting the generality of the foregoing, the following payments, as obligated by the following existing contractual obligations, will have priority over payment by the Board of all or any portion of the Reimbursement Amount:

(i) Payments made pursuant to that certain Agreement by and among the City, the Board, and the Central City Local Government Corporation dated to be effective December 7, 2005 (Magnolia Green Parking Garage);

(ii) Payment made pursuant to that certain Tax Increment Financing Development Agreement between the Board, Fort Worth South, Inc. and the City, approved by the Board on June 24, 2009 (Magnolia Streetscape Repair and Maintenance, Phase III);

(iii) Payment made pursuant to that certain Tax Increment Funding Agreement between the Board and the City of Fort Worth for public improvements associated with the 2014 CIP Match approved by the Board on November 6, 2013 (2014 CIP/TIF Street Improvement);

(iv) Payment made pursuant to that certain Tax Increment Financing Development Agreement between the Board and Fort Worth Bike Sharing (and later assigned to Trinity Metro) for System Support associated with the Bike Share Stations located within the TIF#4 Boundary, approved by the Board on August 12, 2015 (Fort Worth Bike Share);

(v) Payment made pursuant to Amendment No.2 to a Tax Increment Financing Development Agreement between the Board and Fort Worth South, Inc., to

authorize a multi-year TIF Maintenance Agreement with Fort Worth South, Inc. for annual landscaping, fertilizing, grass cutting, trash pick-up, pedestrian lighting, and irrigation of the Watts Park, approved by the Board on December 16, 2015 (Watts Park Maintenance continued);

(vi) Payment made pursuant to that certain Tax Increment Financing Development Agreement between the Board and Fort Worth South, Inc. for final design, engineering, and construction of two public parks located on parcels adjacent to the E. Broadway Apartments project located on E. Broadway Ave. approved by the Board on April 19, 2017 (S. Main Village Public Parks Final Design/ Engineering/Construction);

(vii) Payment made pursuant to that certain Tax Increment Financing Development Agreement between the Board and SoMa District Development, LLC for public improvements associated with the redevelopment and restoration of four 1920's buildings fronting South Main Street and transformation of the public alley behind the building into a public plaza and play space located at 105 and 125 S. Main St., approved by the Board on June 7, 2017 (SoMa District Development);

(viii) Payment made pursuant to that certain Tax Increment Financing Development Agreement between the Board and BoonPetro Real Estate LLC for public improvements associated with the adaptive reuse of the historic Katy Depot property at the southwest corner of Vickery Boulevard and Jones Street approved by the Board on June 5, 2019 (Katy Depot);

(ix) Payment made pursuant to that certain Tax Increment Financing Development Agreement between the Board and Near Southside, Inc. the design and engineering of safety and circulation improvements to 8th Avenue between Magnolia and Pennsylvania Avenues approved by the Board on June 5, 2019 (8th Avenue Phase One Improvements – Design);

(x) Payment made pursuant to that certain Tax Increment Financing Funding Agreement between the Board and the City of Fort Worth for the construction of safety and circulation improvements to 8th Avenue between Magnolia and Pennsylvania Avenues approved by the Board on June 5, 2019 (8th Avenue Phase One Improvements – Construction); and

(xi) Payment made pursuant to that certain Tax Increment Financing Development Agreement between the Board and Kalong Realty LLC for public improvements associated with a mixed-use development project at 1016-1024 Travis approved by the Board on December 4, 2019 (Travis Avenue and Rosedale);

(xii) Payment made pursuant to that certain Tax Increment Financing Development Agreement between the Board and The SLS Group LLC for public improvements associated with a commercial development project at 301 St. Louis Ave. and 311-315 Daggett Avenue approved by the Board on December 4, 2109 (Daggett Avenue Commercial Project);

(xiii) Payment made pursuant to that certain Tax Increment Financing Development Agreement between the Board and 701 Magnolia, LLC for public improvements

associated with a commercial development project at 701 W. Magnolia Ave. approved by the Board on March 4, 2020 (701 W. Magnolia Avenue);

(xiv) Payment made pursuant to that certain Tax Increment Financing Funding Agreement between the Board and the City of Fort Worth for the design and construction of street improvements in the Historic Southside and Evans & Rosedale Village areas (Historic Southside Street Repair);

(xv) Payment made pursuant to that certain Tax Increment Financing Development Agreement between the Board and Near Southside, Inc. for Magnolia Avenue Trash Receptacles approved by the Board on December 2, 2020 (Magnolia Avenue Trash Receptacles); and

(xvi) Payment made pursuant to that certain Tax Increment Financing Development Agreement between the Board and Near Southside, Inc. for design, engineering, fabrication, and installation of phase two of Near Southside Wayfinding Program approved by the Board on December 2, 2020 (Wayfinding Program Phase Two).

Upon satisfaction of the conditions precedent to Developer's receipt of the Reimbursement Amount contained in this Agreement, the Board will not enter into any agreement that will subordinate the Board's obligation hereunder without the written consent of Developer.

3. TERM.

The term of this Agreement is effective as of October 13, 2021 (**"Effective Date"**) and expires upon the earlier of (i) the complete performance of all obligations and conditions precedent by the Board and Developer or (ii) termination by either the Board or Developer as permitted by this Agreement.

4. INSURANCE.

4.1 Developer must maintain, at all times, in full force and effect, a policy or policies of insurance as specified in this Section, naming the Board and the City as additional insureds and covering all risks related to the Project. The insurance required hereunder may be met by a combination of self-insurance and primary or excess policies. Developer must provide proof of all requirements stated herein to the Administrator prior to beginning any work on the Project.

4.1.1 Types and Amounts of Coverage Required

(a) **Commercial General Liability:** $500,000 per occurrence;

(b) **Automobile Liability:** $500,000 per occurrence, covering all automobiles used in the undertaking of the Project, if any;

(c) **Excess Liability Umbrella:** $1 million.

(d) **Worker's Compensation:** As required by law.

4.2 Miscellaneous

4.2.1 Revisions to Required Coverage. These insurance requirements must be subject to change upon a reasonable request by the City's Risk Manager. Within fourteen (14)

calendar days of receipt of written notice of any such request, Developer agrees to comply with such revised insurance requirements. Policies will not have exclusions that nullify or alter the required lines of coverage, or decrease the limits of said coverages required by this Agreement, unless such endorsements are approved in writing by the City's Risk Manager. The policy or policies of insurance must be endorsed to provide that no material changes in coverage, including, but not limited to, cancellation, termination, non-renewal, or amendment, must be made without thirty (30) days' prior written notice to the City and Board.

4.2.2 Underwriters and Certificates. Developer must procure and maintain its insurance with underwriters who are authorized to do business in the State of Texas and who are acceptable to the City and Board in terms of solvency and financial strength. Within ten (10) business days following execution of this Agreement, Developer must furnish the City and Board with certificates of insurance signed by the respective companies as proof that it has obtained the types and amounts of insurance coverage required herein. In addition, Developer must, on demand, provide the City with evidence that it has maintained such coverage in full force and effect.

4.2.3 Deductibles. Deductible or self-insured retention limits on any line of coverage required herein may not exceed $1,000,000.00 in the annual aggregate unless the limit per occurrence or per line of coverage, or aggregate is otherwise approved by the City.

4.2.4 Waiver of Subrogation. Developer must require all insurance policies to contain a waiver of subrogation endorsement in favor of the City and Board.

4.2.5 No Limitation of Liability. The insurance requirements set forth in this section and any recovery by the City or Board of any sum by reason of any insurance policy required under this Agreement will in no way be construed or affected to limit or in any way affect Developer's liability to the City or other persons as provided by this Agreement or law.

5. INDEMNIFICATION.

5.1 ***DEVELOPER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BOARD, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES, AND THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING, BUT NOT LIMITED TO, DEATH) PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY ACT OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE BOARD AND THE CITY) OR SUBCONTRACTORS, IN THE PERFORAMNCE OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE UNDERTAKING OF THE DEVELOPMENT AND THE PROJECT. IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH DEVELOPER AND THE BOARD, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BOARD AND THE CITY UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND THE CITY AND ARE***

NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

5.2 ***DEVELOPER HEREBY ACKNOWLEDGES THAT NEITHER THE BOARD NOR THE CITY CAN GUARANTEE OR CONTROL THE TAXABLE APPRAISED VALUE OF PROPERTY WITHIN THE TIF DISTRICT, AND THUS CANNOT GUARANTEE OR CONTROL THE AMOUNT OF TAX INCREMENT THAT MAY BE DEPOSITED INTO THE TIF FUND THROUGHOUT OR AT ANY TIME DURING THE TERM OF THE TIF DISTRICT. DEVELOPER HAS ENTERED INTO THIS AGREEMENT WITHOUT RELYING ON ANY ASSERTIONS, REPRESENTATIONS OR ASSUMPTION THAT MAY HAVE BEEN MADE BY THE BOARD OR THE CITY, THEIR OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, WITH RESPECT TO THE TIF DISTRICT'S FINANCING PLAN AND THE POTENTIAL IMPACT OF TAX INCREMENT THAT MAY BE DEPOSITED INTO THE TIF FUND THROUGHOUT OR AT ANY TIME DURING THE TERM OF THE TIF DISTRICT. DEVELOPER HEREBY AGREES TO RELEASE AND HOLD HARMLESS THE BOARD AND THE CITY, THEIR OFFICERS, AGENTS, SERVANTS, EMPLOYEES AND CONTRACTORS, FOR ANY DAMAGES OR CLAIMS, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST INVESTMENT, LOST OR UNREALIZED PROFITS OR INVESTMENT, AND LOST OR UNREALIZED FINANCING, THAT MAY ARISE OUT OF OR BE OCCASIONED BY A FAILURE OF THE TIF DISTRICT TO PRODUCE SUFFICIENT TAX INCREMENT TO SUPPORT ALL OF THE BOARD'S FINANCIAL OBLIGATIONS UNDER THIS AGREEMENT OR TO MEET ANY FINANCIAL BENCHMARKS, MILESTONES OR PERFORMANCES ANTICIPATED BY DEVELOPER.***

6. DEFAULT.

6.1. Failure to Start Phase 1 and Project.

Developer must acquire all necessary building permits for Phase 1 on or before December 31, 2022 (**"Start Date"**). If the Developer has not acquired all necessary building permits by the Start Date, then the Board will have a unilateral right, but not the obligation, to terminate this Agreement immediately by providing written notice to Developer, in which case neither Developer, nor any other entity performing on behalf of Developer, will be entitled to receive any of the Reimbursement.

6.2. Failure to Complete Phase 1 and Project.

If Developer has not completed the entire Phase 1 Development, including the Project, by the Completion Deadline (as may be extended as permitted herein), the Board will have a unilateral right, but not the obligation, to terminate this Agreement immediately by providing written notice to Developer, in which case Developer will not be entitled to receive any of the Reimbursement.

6.3. Cross Default.

A breach or default by Developer of any other agreement between Developer and City, Developer and Board, or Developer and CCLGC related to this Agreement, including, but not limited to, any Community Facilities Agreements, Purchase and Lease Agreement, 380 Agreement, or Development Site Purchase Agreements (as defined in the 380 Agreement), constitutes a contemporaneous breach of this Agreement. In the event that any other such agreements are terminated in accordance with their respective terms and conditions due to Developer's uncured default or breach, the Board will have the right to terminate this Agreement contemporaneously

with the termination of any other such agreements, as the case may be, without further notice or obligation to Developer hereunder.

6.4. Failure to Comply with Other Terms or Conditions.

If either party defaults under any provision of this Agreement other than as addressed in Sections 6.1, 6.2, or 6.3, the non-defaulting party must provide the defaulting party with a written notice that specifies the nature of the default. The defaulting party will have thirty (30) calendar days following receipt of such written notice to cure the default. After such time, if the default remains uncured, the non-defaulting party may, at its option, terminate this Agreement and pursue any and all other available remedies without the necessity of further notice to or demand upon the defaulting party; provided that (i) if the defaulting party proceeds in good faith and with due diligence to cure the default within thirty (30) calendar days, but reasonably needs additional time to cure the default fully, then the non-defaulting party will not be entitled to pursue the above remedies, and (ii) if the non-defaulting party elects to terminate this Agreement as a remedy for default, it must notify the defaulting party in writing.

7. SUCCESSORS AND ASSIGNS.

7.1 Developer may, at any time assign, transfer, or otherwise convey any of its rights or obligations under this Agreement to an Affiliate without the approval of the Board so long as Developer, the Affiliate, and the Board first execute an agreement under which the Affiliate agrees to assume and be bound by all covenants and obligations of Developer under this Agreement. Otherwise, Developer may not assign, transfer, or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the prior consent of the Board, which consent will not be unreasonably withheld, conditioned on (i) the prior approval of the assignee or successor and a finding by the Board that the proposed assignee or successor is financially capable of meeting the terms and conditions of this Agreement and (ii) prior execution by the proposed assignee or successor of a written agreement with the Board under which the proposed assignee or successor agrees to assume and be bound by all covenants and obligations of Developer under this Agreement. Any attempted assignment without the Board's prior consent will constitute grounds for termination of this Agreement following ten (10) calendar days of receipt of written notice from the Board to Developer. Any lawful assignee or successor in interest of Developer of all rights under this Agreement will be deemed "Developer" for all purposes under this Agreement. Notwithstanding the foregoing, Developer may collaterally assign this Agreement (a "**Collateral Assignment**") to a third-party lender or financial institution with the prior written consent of the Board (through its Chair), which consent will not be unreasonably withheld, conditioned, or delayed. The form for the consent to Collateral Assignment is attached hereto as Exhibit C and incorporated herein, the substance of which may be changed based on the circumstances of each assignment.

7.2 Notwithstanding anything to the contrary, upon the expiration of the TIF District on December 31, 2022, this Agreement will be assigned, either automatically by operation of law or otherwise, from the Board to the City of Fort Worth without any further approvals from the Board or the Developer, and the City will assume all liabilities, duties, and obligations of the Board and agrees to perform all duties and obligations of the Board under or related to this Agreement.

8. NOTICES.

All written notices called for or required by this Agreement must be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery:

Board:

Board of Directors
Southside TIF
Attn: Michael Brennan, TIF Administrator
1606 Mistletoe Blvd.
Fort Worth, Texas 76104

Developer:

Evans Rosedale Development Phase 1, LP
Attn: Steven Shelley
1717 Main Street, Suite 5630
Dallas, Texas 75201

with a copy to:

City of Fort Worth
Attn: Director
Economic Development Department
200 Texas Street
Fort Worth, TX 76102

Munsch Hardt Kopf & Harr, P.C.
Attn: Phillip Geheb
500 N. Akard Street, Suite 3800
Dallas, Texas 75201

9. VENUE AND GOVERNING LAW.

This Agreement will be construed in accordance with the laws of the State of Texas and applicable ordinances, rules, regulations or policies of the City. Venue for any action under this Agreement will lie in the State Courts of Tarrant County, Texas, or the United States District Court for the Northern District of Texas, Fort Worth Division. This Agreement is performable in Tarrant County, Texas.

10. COMPLIANCE WITH LEGAL REQUIREMENTS.

This Agreement is subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the City's Charter and ordinances, as amended, and violation of the same will constitute a default under this Agreement. In undertaking any work on the Project, Developer, its officers, agents, servants, employees, contractors and subcontractors must comply with all federal, state and local laws and all ordinances, rules and regulations of the City, as such laws, ordinances, rules and regulations exist or may hereafter be amended or adopted (collectively, **"Legal Requirements"**).

11. NO WAIVER.

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder will not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

12. GOVERNMENTAL POWERS.

It is understood that by execution of this Agreement, neither the Board nor the City waives or surrenders any of their governmental powers or immunities.

13. FORCE MAJEURE.

13.1 It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, epidemics, pandemics, unreasonable delays by the City in issuing any permits or certificates of occupancy or conducting any inspections of or with respect to the Project (based on the amount of time that the City customarily requires in undertaking such activities and based on the then-current workload of the City department(s) responsible for undertaking such activities), or delays caused by unforeseen construction or site conditions or issues, fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities or their contractors, or any actions or inactions of third parties or other circumstances that are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted will be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement will be extended for a period of time equal to the period such party was delayed.

13.2 The Parties acknowledge that this Agreement is being entered into during a state of emergency following the COVID-19 pandemic outbreak. The Parties agree that this provision will not apply to the COVID-19 pandemic outbreak unless a subsequent binding order is issued by an entity with direct jurisdiction over Developer or City that prohibits the continuation of the Agreement.

14. BOARD REPRESENTATIVE.

Developer understands and agrees that, in addition to the Administrator, the Board, in its sole discretion, may also appoint certain City staff members, a City department or another entity to serve as its representative in carrying out any or all of the responsibilities of the Board hereunder, and that references to "the Board" in this Agreement mean the Board in its entirety or any such designated representative. If this Agreement survives the expiration of the TIF District, then "the Board" will mean the City.

15. NO THIRD PARTY RIGHTS.

This Agreement is solely for the benefit of the parties hereto and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

16. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

17. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which will be deemed an original and constitute one and the same instrument.

18. CAPTIONS.

The captions to the various clauses of this Agreement are for informational purposes only and will not alter the substance of the terms and conditions of this Agreement.

19. NO BOYCOTT OF ISRAEL.

If Developer has fewer than 10 employees or this Agreement is for less than $100,000, this section does not apply. Developer acknowledges that in accordance with Chapter 2271 of the Texas Government Code, the Board is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" has the meanings ascribed to those terms in Section 2271 of the Texas Government Code. By signing this Agreement, Developer certifies that Developer's signature provides written verification to the Board that Developer: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

20. PROHIBITION ON BOYCOTTING ENERGY COMPANIES.

Developer acknowledges that, in accordance with Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2, the Board is prohibited from entering into a contract for goods or services that has a value of $100,000 or more that is to be paid wholly or partly from public funds of the Board with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Developer certifies that Developer's signature provides written verification to the Board that Developer: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

21. PROHIBITION ON DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES.

Developer acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1, the Board is prohibited from entering into a contract for goods or services that has a value of $100,000 or more that is to be paid wholly or partly from public funds of the Board with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate," "firearm entity" and "firearm trade association" have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Developer certifies that Developer's signature provides written verification to the Board that Developer: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

22. ENTIRETY OF AGREEMENT.

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Board and Developer, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. This Agreement will not be amended unless executed in writing by both parties and approved by the Board in an open meeting held in accordance with Chapter 551 of the Texas Government Code.

23. ELECTRONIC SIGNATURES.

This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed effective as of the Effective Date:

BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER TIF NO. FOUR, CITY OF FORT WORTH, TEXAS:

By: Elizabeth Beck Digitally signed by Elizabeth Beck Date: 2022.04.13 13:57:30 -05'00' _____

Elizabeth Beck
Chair

HOQUE GLOBAL PROPERTIES, LLC
a Texas limited liability company

By: Steven Shelley Digitally signed by Steven Shelley Date: 2022.04.09 14:21:41 -05'00' _____

Steven Shelley
Vice President

APPROVED AS TO FORM AND LEGALITY:

By: Tyler Wallach _____

Tyler F. Wallach
Assistant City Attorney

Resolution Nos. 04-2021-02 (October 13, 2021)

Contract Compliance Manager:
By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

MCollins
Martha Collins (Apr 10, 2022 14:34 CDT)

Martha Collins
Economic Development Revitalization Coordinator

EXHIBIT "A"
DEVELOPMENT DEPICTION


Images are conceptual. Property on western block likely to be 5 stories in height (appx 8-10 feet taller than rendered).


Images are conceptual.

EXHIBIT "B"
PROJECT

Below is a depiction of the location of the public improvements associated with the Project, which include, but are not limited to, sidewalks and walkways, streetscape improvements, street lights and landscaping within public rights-of-way and other publicly accessible spaces, and enhancements to plaza and park spaces in and around Evans Avenue Plaza.

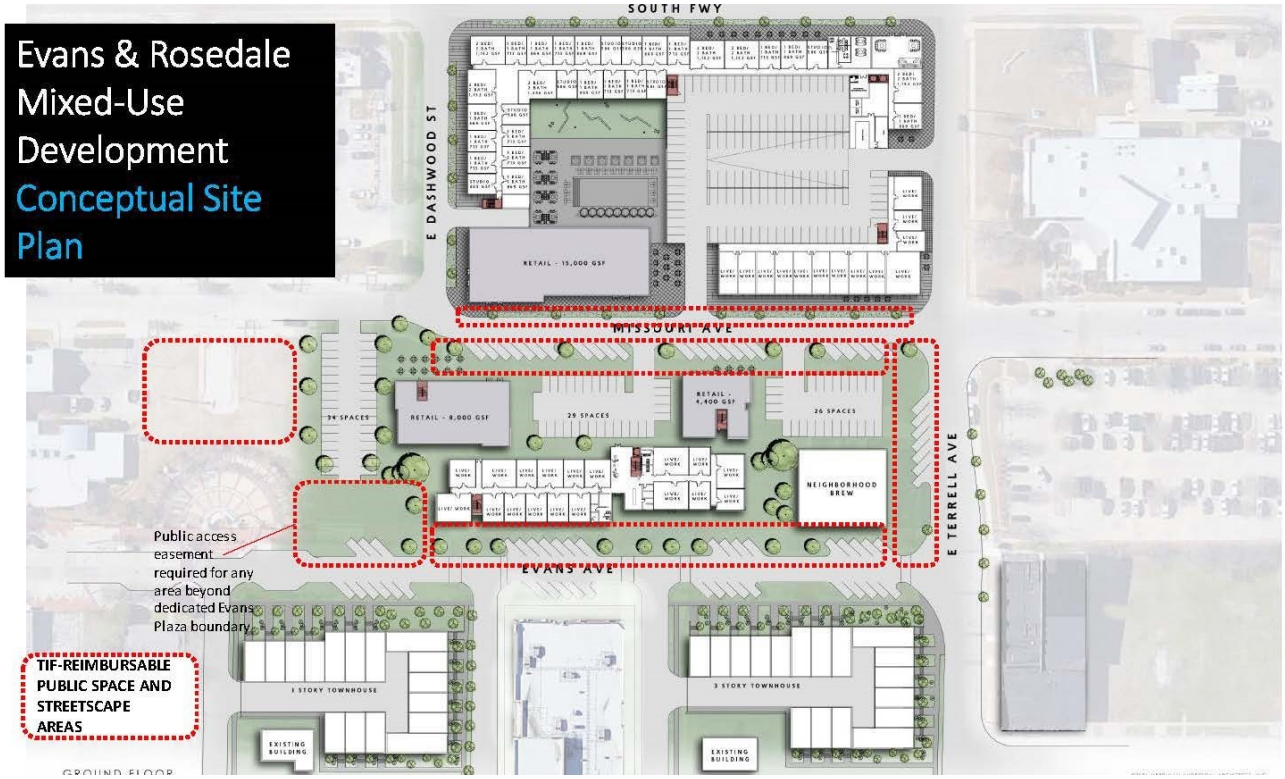

EXHIBIT "C"

**CONSENT TO ASSIGNMENT
FOR SECURITY PURPOSES OF
TAX INCREMENT FINANCING DEVELOPMENT AGREEMENT
BETWEEN THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE
NO. FOUR AND EVANS ROSEDALE DEVELOPMENT GP, LLC,**

This **CONSENT TO ASSIGNMENT FOR SECURITY PURPOSES OF TAX INCREMENT FINANCING DEVELOPMENT AGREEMENT** (**"Consent"**) is entered into by and between the **BOARD OF DIRECTORS OR TAX INCREMENT REINVESTMENT ZONE NUMBER FOUR** (**"Board"**), an administrative body appointed in accordance with Chapter 311 of the Texas Tax Code (the **"TIF Act"**) to oversee the administration of Tax Increment Reinvestment Zone Number Four ("**TIF District")** City of Fort Worth, Texas, a reinvestment zone designated by ordinance of the City of Fort Worth in accordance with the TIF Act; and **HOQUE GLOBAL PROPERTIES, LLC,** a Texas limited liability company (**"Developer"**); and _____, a _____ banking institution (**"Lender").**

RECITALS

The Board, Developer, and Lender hereby agree that the following statements are true and correct and constitute the basis upon which the parties have entered into this Consent:

A. The Board and Hoque Global Properties, LLC ("**Hoque**") previously entered into that certain Tax Increment Financing Development Agreement, effective as of October 13, 2021 (**"TIF Agreement"**), pursuant to which the Board agreed to reimburse Developer up to $500,000.00 to fund certain public improvements related to Phase 1 of the Development, as more specifically outlined in the TIF Agreement (**"Development"**). The TIF Agreement is a public document subject to disclosure pursuant to Texas public information laws.

B. Hoque subsequently assigned the TIF Agreement to the Developer pursuant to a Consent to Assignment that was executed by Hoque, Developer, and the City.

C. Section 7 of the TIF Agreement provides that the Developer may assign collaterally assign the Agreement to a third-party lender or financial institution with the prior written consent of the Board (through its chair).

D. Developer wishes to obtain a loan from Lender in order to finance construction of certain improvements for the Development and required by the TIF Agreement (**"Loan"**). As security for the Loan, certain agreements between Developer and Lender governing the Loan including, but not limited to, that certain Construction Loan Agreement ("**Loan Agreement**") and other "Loan Documents" as defined in the Loan Agreement (collectively, **"Loan Documents"**) require that Developer assign, transfer and convey to Lender all of Developer's rights, interest in and to the TIF Agreement until such time as Developer has fully satisfied all duties and obligations set forth in the Loan Documents that are necessary to discharge Lender's security interest in the TIF Agreement (**"Assignment"**).

E. The Board is willing to consent to this Assignment specifically in accordance with the terms and conditions of this Consent.

AGREEMENT

1. The Board, Developer, and Lender agree that the recitals set forth above are true and correct and form the basis upon which the Board has entered into this Consent.

2. The Board consents to the Assignment at the request of Developer and Lender solely for the purpose of Lender securing the Loan pursuant to and in accordance with the Loan Documents. Notwithstanding such consent, the Board does not adopt, ratify, or approve any of the particular provisions of the Loan Documents and, unless and to the extent specifically acknowledged by the Board in this Consent, does not grant any right or privilege to Lender or any assignee or successor in interest thereto that is different from or more extensive than any right or privilege granted to Developer under the TIF Agreement.

3. In the event that the Board is required by the TIF Agreement to provide any kind of written notice to Developer, including notice of breach or default by Developer, the Board must also provide a copy of such written notice to Lender, addressed to the following, or such other party or address as Lender designates in writing, by certified mail, postage prepaid, or by hand delivery:

If to Lender:

or such other address(es) as Lender may advise Board from time to time.

4. If Developer fails to cure any default under the TIF Agreement, the Board agrees that Lender, its agents or designees will have an additional thirty (30) calendar days or such greater time as may specifically be provided under the TIF Agreement to perform any of the obligations or requirements of Developer imposed by the TIF Agreement and that the Board will accept Lender's performance of the same as if Developer had performed such obligations or requirements; provided, however, that in the event such default cannot be cured within such time, Lender, its agents or designees, will have such additional time as may be reasonably necessary if, within such time period, Lender has commenced and is diligently pursuing the remedies to cure such default, including, without limitation, such time as may be required for Lender to gain possession of Developer's interest in the Development pursuant to the terms of the Loan Documents.

5. If, at any time, Lender wishes to exercise any foreclosure rights under the Loan Documents, before taking any foreclosure action, Lender must first provide written notice to the Board of such intent (**"Notice"**). Lender must copy Developer on the Notice and deliver such Notice to Developer by both first class and certified mail return receipt concurrent with its transmittal of the Notice to the Board and represent in the Notice that it has done so. Notwithstanding anything to the contrary herein, unless Lender enters into a written agreement with the Board to assume and be bound by all covenants and obligations of Developer under the TIF Agreement, Lender understands and agrees that the Board will not be bound to pay Lender any reimbursements pursuant to the TIF Agreement. In addition, Lender understands and agrees that, if Lender wishes to sell all or any portion of the Development or improvements thereon to a third party following Lender's exercise of any foreclosure rights under the Loan Documents, the Board will not be bound to pay such third party any reimbursements pursuant to the TIF Agreement unless Lender and such third party comply with the procedure for assignment set forth in Section 7 of the TIF Agreement, including the obligation of such third party to enter into a written agreement with the Board to assume and be bound by all covenants and obligations of Developer under the TIF Agreement. In the event that payment of any reimbursements are withheld by the Board pursuant to this Section 5, any rights to receipt of those reimbursements are hereby waived.

6. In the event of any conflict between this Consent and the TIF Agreement or any of the Loan Documents, this Consent controls. In the event of any conflict between this Consent and any of the

Loan Documents, this Consent controls. In the event of any conflict between the TIF Agreement and any of the Loan Documents, the TIF Agreement controls.

7. This Consent may not be amended or modified except by a written agreement executed by all of the parties hereto. Notwithstanding anything to the contrary in the Loan Documents, an amendment to any of the Loan Documents does not constitute an amendment to this Consent or the TIF Agreement.

8. Once Developer has fully satisfied all duties and obligations set forth in the Loan Documents that are necessary to discharge Lender's security interest in the TIF Agreement and such security interest is released, Lender must provide written notice to the Board that Lender has released such security interest, in which case this Consent shall automatically terminate.

9. This Consent will be construed in accordance with the laws of the State of Texas. Venue for any action arising under the provisions of this Consent will lie in state courts located in Tarrant County, Texas or in the United States District Court for the Northern District of Texas, Fort Worth Division.

10. Capitalized terms used but not specifically defined in this Consent shall have the meanings ascribed to them in the TIF Agreement.

11. This written instrument contains the entire understanding and agreement between the Board, Developer and Lender as to the matters contained herein. Any prior or contemporaneous oral or written agreement concerning such matters is hereby declared null and void to the extent in conflict with this Consent.

12. This Consent is effective on the later date as of which all parties have executed it. This Consent may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. The failure of any party hereto to execute this Consent, or any counterpart hereof, shall not relieve the other signatories from their obligations from their obligations hereunder.

13. This Consent may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

EXECUTED as of the last date indicated below:

[SIGNATURES IMMEDIATELY FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Consent to be executed in Fort Worth, Tarrant County, Texas.

BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER FOUR, CITY OF FORT WORTH, TEXAS:

By: _____
Name:_____
Title:_____

Date:_____

HOQUE GLOBAL PROPERTIES, LLC
a Texas limited liability company

By: _____
Name:_____
Title:_____

Date_____

Resolution Nos. 04-2021-02 (October 13, 2021)

APPROVED AS TO FORM
AND LEGALITY:

By: _____
Tyler F. Wallach
Assistant City Attorney

[BANK]
a _____ banking institution

Contract Compliance Manager:
By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

by:_____
Name:_____
Title:_____

Name: _____
Title: _____

Resolution: 04 -2021-02
Date: October 13, 2021

RESOLUTION

Board of Directors
Tax Increment Reinvestment Zone Number Four, City of Fort Worth, Texas
(Southside TIF)

AUTHORIZING EXECUTION OF A TAX INCREMENT FINANCING (TIF) DEVELOPMENT AGREEMENT BETWEEN THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER FOUR AND HOQUE GLOBAL PROPERTIES, LLC TO FUND PUBLIC IMPROVEMENTS ASSOCIATED WITH THE EVANS & ROSEDALE DEVELOPMENT ROUGHLY BOUNDED BY I-35W, TERRELL AVENUE, EVANS AVENUE, E. DASHWOOD STREET, AND E. PULASKI STREET.

WHEREAS, the Board of Directors ("Board") of Tax Increment Reinvestment Zone Number Four, City of Fort Worth, Texas ("TIF District") desires to promote the development and redevelopment of the Southside Development District area as authorized by the Fort Worth City Council and state law;

WHEREAS, on August 30, 1999, the Board adopted a Project and Financing Plan ("Plan") for the TIF District, which was approved by the City Council by ordinance and in accordance with Section 311.011 of the Texas Tax Code, and which was subsequently updated by the Board on November 1, 2012, and approved by City Council on December 11, 2012;

WHEREAS, in accordance with Section 311.010 of the Texas Tax Code, the Board may use TIF revenue only for the types and kinds of projects set forth in the Plan;

WHEREAS, the Plan identifies public improvements that benefit the general public and facilitate development within the TIF district as an eligible expense;

WHEREAS, Hoque Global Properties, LLC ("Developer") has proposed the construction of a major mixed-use development delivering approximately 292 apartments, 28 live/work units, 27,000 square feet of commercial space, a parking garage with approximately 339 spaces, and the enhancement and creation of public park, plaza, and streetscape areas ("Development");

WHEREAS, the Developer has requested up to $7,000,000.00 from the Board to fund public improvements associated with the Development, including reimbursement or funding of up to $500,000.00 for certain public improvements, and up to $6,500,000.00 to fund an easement for public parking spaces within the Development's parking garage;

WHEREAS, to accomplish the above, the Board intends to enter into the following agreements: (1) a Tax Increment Financing Development Agreement with the Developer for reimbursement of the public improvements, and (2) a Tax Increment Financing Agreement with the Central City Local Government Corporation ("CCLGC") to fund an easement for the public parking spaces;

WHEREAS, the public improvements will consist of new sidewalks and walkways, streetscape improvements, street lights and landscaping within public rights-of-way and other publicly accessible spaces, and enhancements to plaza and park spaces in and around Evans Avenue Plaza ("Public Improvements");

WHEREAS, the purpose of this Resolution is to authorize the Tax Increment Financing Development Agreement with the Developer to fund those Public Improvements associated with the Development, with consideration of the Tax Increment Financing Development Agreement with the CCLGC to occur by way of a separate, but related, Board resolution; and

NOW, THEREFORE, BE IT RESOLVED:

Section 1. That the Board hereby authorizes a Tax Increment Financing Development Agreement with the Developer to fund or reimburse the costs of the Public Improvements associated with the Development in an amount not to exceed to $500,000.00 in accordance with the Recitals set forth above.

Section 2. That the Development shall begin by December 31, 2022 and be completed no later than December 31, 2024, with the option to allow the City Manager or a designated Assistant City Manager of the City of Fort Worth to extend the deadline up to an additional six (6) months if the Development is substantially complete by the December 31, 2024 deadline.

Section 3. The Term of this Agreement is will extend beyond the term of the TIF District, and the City of Fort Worth will assume all obligations of the Board related to this Agreement upon the expiration of the term of the TIF District.

Section 4. That the Chairperson of the Board is authorized to sign this Resolution on the Board's behalf and execute all necessary agreements and related documents in accordance with this Resolution

Section 5. That this Resolution shall take effect immediately from and after its passage.

Approved: Elizabeth M. Beck
Elizabeth Beck, Chair