

Controller's Office

To the Honorable Mayor and City Council of the City of Houston:

I hereby certify, with respect to the money required for the contract, agreement, obligation, or expenditure contemplated by the ordinance set out below that:

- ( ) Funds have been encumbered out of funds previously appropriated for such purpose.
- ( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- ( ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- ( X ) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- ( ) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- ( ) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.
- ( ) Other.

*Ronald C. Shivers*  
*Shannon Rolles*

Date: December 14, 2015. City Controller of the City of Houston \_\_\_\_\_

FUND REF: N/A AMOUNT: - 0 ENCUMB. NO.: RF50059-16

City of Houston, Texas, Ordinance No. 2015 - 1293

AN ORDINANCE APPROVING AND AUTHORIZING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HOUSTON, TEXAS, AND WOIH PARTNERS LLC FOR THE DEVELOPMENT AND CONSTRUCTION OF AN INDOOR/OUTDOOR MUSIC VENUE AND CERTAIN PUBLIC WORKS AND IMPROVEMENTS RELATED THERETO; MAKING FINDINGS AND CONTAINING OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; AND DECLARING AN EMERGENCY.

\* \* \* \* \*

**WHEREAS**, by Ordinance No. 99-674, adopted by City Council on June 20, 1999, the City has established a program in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code (“Chapter 380”) under which the City has the authority to use public funds for the public purposes of promoting local economic development and stimulating business and commercial activity within the City (“Chapter 380 Program”); and

**WHEREAS**, the Chapter 380 Program includes “Criteria for Chapter 380 Assistance” attached as Exhibit “A” to Ordinance No. 99-674; and

**WHEREAS**, Section 2 of Ordinance No. 99-674 provides that the Director of the City’s Planning and Development Department or the Director’s designee shall administer the Chapter 380 Program (“Program Administrator”); and

**WHEREAS**, the Director of the Planning and Development Department has designated the Deputy Director of the Mayor’s Office of Economic Development/TIRZ as Program Administrator; and

**WHEREAS**, WOIH Partners LLC (“WOIH”) has submitted an application for assistance pursuant to the Chapter 380 Program; and

**WHEREAS**, the Program Administrator has reviewed WOIH’s application for assistance initiating the required consideration for economic assistance and determined that WOIH has satisfied the qualifications for assistance; and

**WHEREAS**, WOIH proposes to develop and construct a music venue that will include both an indoor performance space and an outdoor theater, a restaurant and a bar, and outdoor volleyball courts (the “Project”) on an approximately five-acre site

located generally at 2915 N. Main Street in the Near Northside area of the City (the “Property”); and

**WHEREAS**, in conjunction with the Project, WOIH proposes to develop and construct certain public works and improvements, including (i) the abandonment of the Ideal Street right-of-way; (ii) sidewalk improvements; (iii) streetscape features including landscaping and enhanced lighting; (iv) parking lots on the Property that will be open to the public during non-business hours and on days on which the Developer is not holding events at the Property; and (v) the extension and improvement of a public sanitary sewer line; and

**WHEREAS**, in consideration of the design, timely construction, and development of the Project, which will bring additional ad valorem tax revenues, sales and use tax revenues and mixed beverage tax revenues to the City and additional jobs resulting from the construction of the Project, the City desires to enter into an Economic Development Agreement (the “Agreement”) pursuant to Chapter 380 and other laws applicable to the development of municipal infrastructure by which City agrees to reimburse to WOIH the incremental increase in the City’s portion of the sales and use tax revenues and mixed beverage tax revenues generated by and collected from the Property, subject to WOIH’s compliance with and fulfillment of specific, agreed conditions enumerated therein, including performance conditions relating to the investment of private funds for the Project, job creation and Project operations; and

**WHEREAS**, the City Council finds that the Project will result in a significant economic impact to the City through timely development and diversification of the economy, elimination of unemployment and underemployment through the production of

new jobs, the attraction of new businesses, and the additional ad valorem tax revenues, sales and use tax revenues and mixed beverage tax revenues generated by the Project for the City; and

**WHEREAS**, consistent with Article III, Section 52-a of the Texas Constitution, Chapter 380, and other law, the City Council finds it advantageous to the City to make a grant to WOIH to advance the public purposes of developing and diversifying the economy of the state, eliminating unemployment or underemployment in the state, and developing or expanding transportation or commerce in the state; and

**WHEREAS**, the City Council finds that this Agreement promotes economic development in the City of Houston and, as such, meets the requirements under Chapter 380 and the City's established economic development program, and, further, is in the best interests of the City and WOIH; and

**WHEREAS**, the Program Administrator has determined, and the City Council finds, that the Agreement generally meets the criteria for Chapter 380 assistance guidelines set forth in Ordinance No. 99-674; and

**WHEREAS**, the City Council hereby waives any requirements in Ordinance No. 99-674 with which WOIH or the City have not complied; **NOW, THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:**

**Section 1. Findings.** That the facts and recitals contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are hereby adopted as part of this Ordinance.

**Section 2. Economic Development Agreement.** That the City Council hereby approves and authorizes the Economic Development Agreement described in the title of this Ordinance, in substantially the form shown in the document attached hereto as Exhibit "A" (the "Economic Development Agreement") and incorporated herein by this

reference. The Mayor is hereby authorized to execute the Economic Development Agreement and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

**Section 3. City Attorney Authorization.** That the City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under such contracts, agreements, or other undertakings approved by this Ordinance without further authorization from Council.

**Section 4. Emergency.** That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 16<sup>th</sup> day of December, 2015.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is DEC 22 2015.



\_\_\_\_\_  
City Secretary

(Prepared by Legal Department  
(MFB:mfb December 9, 2015)  
(Requested by Andrew F. Icken, Chief Development Officer)  
(L.D. File No. 0421500202001)

Manj Bhatia GMD  
Senior Assistant City Attorney

G:\REAL ESTATE\CHAPTER 380\380 WHITE OAK\ORD 12-9-15.DOC

AYE	NO	
✓		<b>MAYOR PARKER</b>
....	....	<b>COUNCIL MEMBERS</b>
✓		STARDIG
<del>ABSENT</del>		DAVIS
✓		COHEN
✓		BOYKINS
✓		MARTIN
✓		NGUYEN
✓		PENNINGTON
✓		GONZALEZ
✓		GALLEGOS
✓		LASTER
✓		GREEN
✓		COSTELLO
✓		ROBINSON
✓		KUBOSH
✓		BRADFORD
✓		CHRISTIE
CAPTION	ADOPTED	

**EXHIBIT "A"**  
**ECONOMIC DEVELOPMENT AGREEMENT**

## ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (the "Agreement") by and between the CITY OF HOUSTON, TEXAS, a Texas home-rule municipal corporation (the "City"), and WOIH PARTNERS LLC, a Texas limited liability company (the "Developer"), is entered into as of the date the City Controller countersigns this Agreement (the "Effective Date").

### RECITALS

WHEREAS, the Developer, together with Little White Oak Real Estate Holdings LLP, a Texas limited liability partnership that is an affiliate of Developer, own certain tracts of land totaling approximately five acres within the corporate limits of the City, located generally at 2915 N. Main Street in the Near Northside area of the City, and depicted on **Exhibit A** attached hereto (the "Property"), on which Developer intends to develop a music venue that will include both an indoor performance space and an outdoor theater, a restaurant and a bar, and outdoor volleyball courts (the "Project");

WHEREAS, certain public works and improvements, including (i) the abandonment of the Ideal Street right-of-way; (ii) sidewalk improvements; (iii) streetscape features including landscaping and enhanced lighting (the "Landscape and Streetscape Improvements"); (iv) parking lots on the Property that will be open to the public during non-business hours and on days on which the Developer is not holding events at the Property (the "Parking Lots"); and (v) the extension and improvement of a public sanitary sewer line, as further described in **Exhibit B** attached hereto, may be developed to serve the Project;

WHEREAS, the City recognizes the positive economic impact that the Project will bring to the City through the timely development and diversification of the economy, elimination of unemployment and underemployment through the creation and retention of new jobs, the attraction of new businesses, and the retention and growth of the sales and use tax revenues generated by the Project for the City;

WHEREAS, the City has established a program in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code ("Chapter 380") under which the City has the authority to use public funds for the public purposes of promoting local economic development and stimulating business and commercial activity within the City, including the authority to enter into this Agreement;

WHEREAS, consistent with Article III, Section 52-a of the Texas Constitution, Chapter 380, and other laws, the City agrees to enter into this Agreement with the Developer to advance the public purposes of developing and diversifying the economy of the state, eliminating unemployment or underemployment in the state, and developing or expanding transportation or commerce in the state;

WHEREAS, in consideration of the design, timely construction, and development of the Project, which will bring additional ad valorem tax revenues, sales and use tax



revenues and mixed beverage tax revenues to the City and additional jobs resulting from the construction of the Project, the City desires to enter into this Agreement pursuant to Chapter 380 and other applicable laws as an economic incentive for the Developer to develop, finance and construct the Project;

WHEREAS, the City has determined and hereby finds that this Agreement promotes economic development in the City and, as such, meets the requirements under Chapter 380 and the City's established economic development program, and, further, is in the best interests of the City and the Developer;

WHEREAS, to ensure that the benefits the City provides under this Agreement are utilized in a manner consistent with Chapter 380 and other law, the Developer has agreed that its receipt of such benefits shall be conditioned upon its satisfaction of certain conditions enumerated herein, including performance conditions relating to the investment of private funds for the Project, job creation and Project operations;

WHEREAS, to induce the Developer to develop and finance the construction of the Project for the public purposes of developing and diversifying the economy of the state, to create jobs, and to operate the Project in accordance with the performance measures set forth herein, which will generate Sales Tax Revenues and Mixed Beverage Tax Revenues (as defined herein) as well as increased ad valorem property tax revenues for the City, the City agrees to grant to the Developer the Reimbursement Amount, but not more than the Maximum Reimbursement Amount (as defined herein);

WHEREAS, consistent with Chapter 380, this Agreement advances the public purposes of developing and diversifying the economy of the state, eliminating unemployment or underemployment in the state, and developing or expanding transportation or commerce in the state;

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and the Developer hereby agree as follows:

**ARTICLE I  
GENERAL TERMS**

A. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated for all purposes.

B. Definitions and Terms. The terms "Agreement," "Chapter 380," "City," "Developer," "Effective Date," "Landscape and Streetscape Improvements," "Parking Lots," "Project," and "Property," shall have the meanings given to such terms in the Recitals, and the following terms have the following meanings:

"Base Tax" shall mean, for each respective tax, the amount of: i) sales and use tax received by the City under Chapter 321, Texas Tax Code, as amended, derived from the Project during calendar year 2015; and ii) mixed beverage tax received by the City under Chapter 183, Texas Tax Code, as amended, derived from the Project during calendar year 2015.

"City Representative" shall mean the Mayor of the City or the Mayor's designee.

"Force Majeure" shall have the meaning ascribed to it in Article VI, Section F of this Agreement.

"Incremental Increase" shall mean, for each respective tax, for each calendar year after the Reimbursement Date during the Term of this Agreement, the amount of i) sales and use tax received by the City under Chapter 321, Texas Tax Code, as amended, derived from the Project above the Base Tax; and ii) mixed beverage tax received by the City under Chapter 183, Texas Tax Code, as amended, derived from the Project above the Base Tax.

"Maximum Reimbursement Amount" shall mean an amount payable from either Sales Tax Revenues or Mixed Beverage Tax Revenues, or a combination thereof, that is equal to the lesser of (i) the actual Public Improvements Cost, or (ii) \$1,100,000.00, and that may be reduced pursuant to Article VI, Section B of this Agreement.

"Mixed Beverage Tax Revenues" shall mean 100% of the amount of Incremental Increase in mixed beverage tax generated by businesses on the Property and collected by or for the City and remitted to the City by the State Comptroller, pursuant to Chapter 183 of the Texas Tax Code.

"Parties" or "Party" shall mean the City and the Developer, the parties to this Agreement.

"Project Costs" shall mean all past and future costs of acquisition, design, engineering, development and construction of the Project, including (i) the acquisition cost of any land or rights of way on which any part of the Project will be constructed; (ii) all costs of design, engineering, planning, materials, labor, construction, testing and inspection and other services arising in connection with the design and construction of the Project; (iii) all payments arising under any contracts entered into for the design or construction of the Project; and (iv) all costs incurred in connection with obtaining governmental approvals, certificates and permits required in connection with the construction of the Project.

"Public Improvements" shall mean those certain public works and improvements described in Exhibit B, including (i) the abandonment of the Ideal Street right-of-way; (ii) sidewalk improvements; (iii) the Landscape and Streetscape Improvements; (iv) the Parking Lots; and (v) the extension and upgrading of a public sanitary sewer line, that are (x) actually constructed; (y) conveyed to and accepted by the City, if applicable; and (z) otherwise open to the public or available for public use.

"Public Improvements Cost" shall mean all past and future costs of acquisition, design, engineering, development and construction of the Public Improvements, including (i) the acquisition cost of any land or rights of way on

which any part of the Public Improvements will be constructed; (ii) all costs of design, engineering, planning, materials, labor, construction, testing and inspection and other services arising in connection with the design and construction of the Public Improvements; (iii) all payments arising under any contracts entered into for the design or construction of the Public Improvements; and (iv) all costs incurred in connection with obtaining governmental approvals, certificates and permits required in connection with the construction of the Public Improvements.

“Public Works Director” means the Director of the City’s Department of Public Works and Engineering, or his or her designee.

“Reimbursement Amount” shall mean the amount of Sales Tax Revenues plus the amount of Mixed Beverage Tax Revenues, which amount shall not exceed the Maximum Reimbursement Amount.

“Reimbursement Date” shall mean the date on which the following two events have occurred (i) the Developer receives from the City a temporary certificate of occupancy for the Project; and (ii) the Developer has received all final certificates of completion or letters of acceptance from the Public Works Director for the Public Improvements.

“Sales Tax Revenue(s)” shall mean 100% of the amount of Incremental Increase in sales and use tax revenues generated by businesses on the Property and collected by or for the City and remitted to the City by the State Comptroller, pursuant to Chapter 321 of the Texas Tax Code, as amended, during the Term of this Agreement.

“State Comptroller” shall mean the Comptroller of Public Accounts for the State of Texas, or such other agency responsible for collecting sales and use taxes and mixed beverage taxes within the State of Texas and remitting them to the City.

“Term” shall mean the term of this Agreement, which shall commence on the Effective Date and shall continue until the earlier of: (i) the payment to the Developer of the Maximum Reimbursement Amount, or (ii) ten (10) years from the Reimbursement Date.

C. Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

## **ARTICLE II THE PROJECT AND THE PUBLIC IMPROVEMENTS**

A. The Project. The Project is a music venue that will include an indoor performance space and an outdoor theater, a restaurant and a bar, and outdoor

volleyball courts, as further described in the site plan attached hereto as **Exhibit C** (the "Project Site Plan"). The Project Site Plan may be modified at any time by the Developer, provided that the Developer certifies to the City that the Project, as modified shall (i) maintain its character as a music venue and (ii) meet the commitments set forth in Article IV, Sections A and B hereof. The Developer agrees to abide by all City permitting requirements, including, but not limited to, Chapter 9 of the City's Department of Public Works and Engineering Infrastructure Design Manual and building permitting requirements and the parking requirements set forth in Chapter 26 of the City's Code of Ordinances.

B. The Public Improvements. **Exhibit B** sets forth the Public Improvements which may be developed to serve the Project. The Developer may modify or remove any Public Improvements or modify or change the estimated cost of the Public Improvements, provided however, that the Developer must provide notice of any proposed modification, removal or change to the Public Improvements to the City Representative for his review and comment. The City Representative shall have fourteen days to review the proposed modification, removal or change and provide comments to the Developer. Thereafter, the modification, removal or change shall become effective once the Developer certifies to the City that after the modification, removal or change, the Developer will still meet its commitments set forth in Article IV hereof. No such modification, removal or change will entitle the Developer to reimbursement for costs which exceed the Maximum Reimbursement Amount.

C. Standards and Approvals. The Developer agrees that the plans and specifications for the Public Improvements, except for the Parking Lots, shall be subject to the review and approval of all governmental entities with jurisdiction, including, without limitation, the City. The Developer agrees to comply with all applicable legal requirements from such jurisdictions. Before commencing construction of any Public Improvements, the Developer will submit to the Public Works Director, all plans and specifications for the construction of the Public Improvements and obtain the Public Works Director's approval of the plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, will conform to the City's specifications. All water service lines, sewer service lines, lift stations, sewage treatment facilities, road facilities, and appurtenances thereto, will comply with the City's standard plans and specifications as amended from time to time. Prior to construction of any Public Improvements, the Developer or its engineer will give written notice to the Public Works Director stating the date that construction will be commenced. Upon review and approval of the plans and specifications of the Public Improvements by the City (which approval shall not be unreasonably withheld), such plans and specifications shall be deemed the final plans and specification (hereafter the "Final Plans and Specifications"). Construction of the Public Improvements will be in accordance with the Final Plans and Specifications, and with the City's applicable standards and specifications, and, during the progress of the construction and installation of the Public Improvements, the Public Works Director may conduct periodic, on-the-ground inspections.

The Developer agrees to submit to the City design plans and specifications for the Parking Lots, which will require the approval of the City Representative. Upon review and approval of the plans and specifications of the Parking Lots by the CDO, which approval shall not be unreasonably withheld, such plans and specifications shall be deemed the Parking Lots final plans and specifications. Construction of the Parking Lots will be in accordance with the Parking Lots final plans and specifications.

### **ARTICLE III REPRESENTATIONS**

A. Representations of the City. The City hereby represents to the Developer that as the date hereof:

The City is a duly created and existing municipal corporation and home rule municipality of the State of Texas under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

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 Agreement and the execution, delivery and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, 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.

This Agreement has been duly authorized, executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms except to the extent that (i) the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights and (ii) certain equitable remedies including specific performance may be unavailable.

The execution, delivery and performance of this Agreement by the City do not require the consent or approval of any person that has not been obtained.

B. Representations of the Developer. The Developer hereby represents to the City that as of the date hereof:

The Developer is duly authorized and existing and in good standing under the laws of the State of Texas, and is qualified to do business in the State of Texas.

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

any judgment, order, law or regulation applicable to the Developer, 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 Developer under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.

This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Developer, enforceable in accordance with its terms except to the extent that the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights.

#### **ARTICLE IV DEVELOPER COMMITMENTS**

In consideration of the City's agreeing to pay the Developer the Reimbursement Amount in accordance with the terms, provisions and conditions of this Agreement, the Developer agrees to fulfill the following conditions in order to receive the Reimbursement Amount:

A. Project Funding. Developer shall generate at least \$9,300,000 from private funding sources to be used toward the design and construction of the Project. Developer shall be deemed to have met this condition upon submitting to the City a list of Project funding sources for the Project totaling \$9,300,000.00.

B. Local Job Fair Condition. Prior to the Reimbursement Date, the Developer shall host, whether on the Property or on other property in the Near Northside area, at least one job fair for local area residents of the Near Northside area for the purpose of enabling these local area residents to apply for employment positions at the Property. This condition is a one-time requirement, not an annual requirement.

C. Hosting of Farmers Market. The Developer shall host, whether on the Property or on other property in the Near Northside area, a farmers market two times per calendar year on an annual basis during the Term of this Agreement.

D. John Marshall Middle School and Jeff Davis High School Condition. For each calendar year during the Term of this Agreement, the Developer shall offer the use of music performance space at the Project as rehearsal or performance space (during a time as to be determined by the Developer) not less than four times during that calendar year to each of (i) John Marshall Middle School and (ii) Jeff Davis High School.

E. Maintenance of Landscape and Streetscape Improvements. During the Term of this Agreement, the Developer shall maintain the Landscape and Streetscape Improvements at its sole cost and expense.

F. Parking Lots Condition. During the Term of this Agreement, the Developer shall make the Parking Lots available to the public during non-business

hours and on days on which the Developer is not holding events at the Property. During such non-business hours and non-event days, the Developer will post signs in the Parking Lots to indicate that free public parking is available for up to a maximum of three hours. The Developer shall operate and maintain the Parking Lots at its sole cost and expense.

G. Community Meeting Condition. For each calendar year during the Term of this Agreement, the Developer shall attend not less than two Super Neighborhood 51 meetings per year.

H. Developer Commitment Certification. In order to ensure that the Developer fulfills the conditions enumerated in Sections B, D and F of this Article, the Developer agrees that it is a condition to payment of the Reimbursement Amount that the Developer submit to the City an annual Developer Commitment Certification substantially in the form attached hereto as **Exhibit D**, unless the City approves any variance thereto requested by the Developer, certifying that the Developer has met the applicable conditions.

I. Business Opportunity; Non-Discrimination. Developer shall comply and shall require its contractors to comply with the City's Small Business Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15 of the City of Houston Code of Ordinances. The City's policy does not require Developer to in fact meet or exceed this goal, but it does require Developer to objectively demonstrate that it has made good faith efforts to do so. The agreements between Developer and its contractors and any subcontractor must expressly require compliance with such Chapter 15 requirements.

Developer shall not discriminate in its employment practices, service provisions, or in any other manner in the use of the Property or in the exercise of the rights and privileges granted by this Agreement because of sex, race, color, ethnicity, national origin, age, familial status, marital status, religion, disability, sexual orientation, genetic information, gender identity or pregnancy ancestry, handicap, or religion.

Developer will, in the conduct of its business, seek to encourage the hiring of minorities and women employees and the contracting with small minority and disadvantaged business enterprises.

J. Operational Condition. Developer shall continuously operate the Project on the Property during the Term of this Agreement, subject only to (i) events of Force Majeure, (ii) reasonable periods of closing actually required for repair or restoration following casualty and condemnation, and (iii) temporary closings (not to exceed 120 days per calendar year, and not more frequently than once every 5 years) for repair, renovations and/or alterations of the Property. This provision shall survive the stated Term of this Agreement.

K. Ownership, Operation, and Maintenance of Public Improvements Other than Parking Lots and Landscape and Streetscape Improvements. Subject

to the Developer's right to modify or remove a Public Improvement in accordance with the provisions of Article II, Section B, and except as otherwise provided herein for the Parking Lots, as the acquisition and construction of each integral stage of the Public Improvements is completed and each integral stage of the Public Improvements becomes operational, the Developer shall convey, when applicable, all such Public Improvements to the City (including rights-of-way). As construction of each integral stage of the Public Improvements is completed, City representatives shall inspect the same and, if the City finds that the Public Improvements have been completed in accordance with the Final Plans and Specifications, or any modifications thereof, and in accordance with all applicable laws, rules, and regulations, the City will accept the Public Improvements, whereupon such portion of the Public Improvements shall be operated and maintained by the City at its sole expense, except as otherwise provided herein for the Landscape and Streetscape Improvements.

L. Competitive Bidding. Construction contracts for the Public Improvements shall be let on a competitive bidding basis. After preparation of the Final Plans and Specifications and their approvals as required by this Agreement, the Developer shall advertise for or solicit bids (as required by law applicable to the City) for construction as described in the Final Plans and Specifications. The City Representative shall be notified of, and invited to attend when applicable, pre-bid conferences, bid openings, and the award of contracts in accordance with the notice provision of Article VII, Section B of this Agreement.

M. Performance Bonds. The Developer shall require each contractor constructing the Public Improvements to furnish a performance bond where required by the City in an amount equal to the full cost of Developer's construction contract with that contractor, conditioned on the contractor's full and timely performance under the construction contract. The Developer and the City shall be dual obligees for each performance bond. The performance bond(s) must be in a form approved by the City Attorney and issued by a corporate surety authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000, the surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a reinsurer listed on the U.S. Treasury list.

N. Utilization of Local Contractors and Suppliers. The Developer agrees to exercise commercially reasonable efforts to utilize local contractors and suppliers in the construction of the Project and the Public Improvements, with a goal of at least 30% of the total dollar amount of all construction contracts and supply agreements being paid to local contractors and suppliers. A contractor or supplier shall be considered as local if it has maintained an office within the City for at least one year. If the Developer is unable to meet this goal, the Developer shall submit a written justification for the failure to meet this goal and a request for a waiver of this requirement to City Representative for review and approval. The City Representative shall approve the waiver if, in the option of the City Representative, the Developer's failure to meet the goal is justified based on a consideration of the circumstances relating to such failure.



O. Maintenance of Records. The Developer shall be responsible for maintaining records of all costs incurred and payments made for the Project and the Public Improvements and records evidencing compliance with all of the Developer commitments required by this Article IV and shall make such records available to the City for examination at the City's reasonable request. The City shall have the right to review and audit such records upon five (5) days prior written notice to the Developer.

## **ARTICLE V REIMBURSEMENT**

A. Revenue Sharing Agreement; Confidential Information. The City and the Developer hereby designate this Agreement as a Revenue Sharing Agreement, and therefore, pursuant to Section 321.3022, Texas Tax Code, as amended ("Section 321.3022"), the State Comptroller is required to provide to the City, upon request of the City, information relating to the amount of sales and use taxes and mixed beverage taxes paid to the City generated by the Project. The Developer shall submit to the State Comptroller's office the waiver in the form of **Exhibit E** attached hereto (or other form required by the State Comptroller's office) to provide the City the annual revenue reports reflecting the sales and use taxes and mixed beverage taxes collected from the Project. Unless determined otherwise by the Texas Attorney General in writing, any information received relating to the Sales Tax Revenues or the Mixed Beverage Tax Revenues shall be considered confidential proprietary financial information not subject to immediate release to the public. The City shall seek a written opinion from the Texas Attorney General, raising any applicable exception to release, prior to any release to a third party under the Texas Public Information Act.

B. Calculation of Reimbursement Amount. For each calendar year during the Term of this Agreement, the City shall determine the amount of the Sales Tax Revenues and Mixed Beverage Tax Revenues received by the City from the State Comptroller in cooperation with the Developer and the State Comptroller.

C. Certification of Public Improvement Costs. After the Public Improvements are completed, the Developer will provide to the City Representative for review and approval a certification in the form attached hereto as **Exhibit F**, certifying as to the actual Public Improvements Cost incurred or reimbursed by the Developer (the "Cost Certification"). The City Representative shall approve the Cost Certification if he or she determines that the costs were actually incurred for the Public Improvements set forth on **Exhibit B**, as may be modified from time to time, and if the costs are commercially reasonable (the "City-Approved Cost Certification"). If the City Representative is unable to approve the Cost Certification, he or she shall so advise the Developer in writing, identifying the items of concern. The Developer shall have an opportunity to respond, in writing, and submit a modified Cost Certification to the City for review and approval. Upon the City Representative's request, the Developer shall promptly provide invoices and other supporting documentation for the City's review and approval of the Cost Certification. The amount of the Public Improvement Costs set forth in the City-Approved Cost Certification shall be used to validate the Reimbursement Amount.

D. Payment of Reimbursement Amount. The Reimbursement Amount shall be paid by the City to the Developer in annual payments (each an "Annual Payment") in an amount equal to the Sales Tax Revenues and Mixed Beverage Tax Revenues for the preceding calendar year, as follows:

1. Beginning on the Reimbursement Date and continuing through each calendar year throughout the Term of this Agreement and so long as no Developer Commitment Default or any other Event of Default by the Developer then exists, the Developer may submit to the City for approval a request for the Annual Payment based on the Sales Tax Revenues and Mixed Beverage Tax Revenues received for the previous year ("Annual Payment Request"). The Annual Payment Request shall be in the form attached hereto as **Exhibit G** and shall be accompanied by a Developer Commitment Certification for the prior twelve (12) month period. Upon approval of the Annual Payment Request, the City shall pay the Annual Payment to the Developer by the later to occur of (i) thirty (30) days after the City's receipt of the Annual Payment Request, or (ii) sixty (60) days after the City receives the Developer's annual sales tax report from the State Comptroller's office for the preceding calendar year.

2. The City is unconditionally obligated to make each Annual Payment solely from the Sales Tax Revenues and Mixed Beverage Tax Revenues generated by the Project), if the Project generates Sales Tax Revenues and Mixed Beverage Tax Revenues, except in a Developer Commitment Default or an Event of Default by the Developer. Except as otherwise expressly set forth in this Agreement, payment of the Annual Payment is not subject to any reduction, whether offset or otherwise. The City shall never be obligated to make any payment to the Developer from any funds other than the Sales Tax Revenues and Mixed Beverage Tax Revenues generated by the Project.

E. Final Payment. The final payment of the Reimbursement Amount will be the amount necessary to reimburse the balance of the Public Improvements Cost set forth in the City-Approved Cost Certification, not to exceed the Maximum Reimbursement Amount, unless the Term of the Agreement is reached prior to payment of the Maximum Reimbursement Amount.

## **ARTICLE VI DEFAULT AND REMEDY**

A. Payment Default. The City agrees that its failure to pay the Reimbursement Amount when due is an event of default (a "Payment Default") and that the Developer shall be entitled to any and all of the remedies available in this Article or otherwise at law or equity.

B. Developer Commitment Default. If the Developer does not satisfy a Developer Commitment enumerated in Article IV, Sections B, D and F for any year during the Term of this Agreement (commencing on the date that is the first anniversary of the Reimbursement Date) and if such failure continues for thirty (30) days after written notice to the Developer (a "Developer Commitment Default"), the City may, as its

sole and exclusive remedy, beginning on the date which is thirty (30) days after such written notice, until the Developer has provided evidence that it has satisfied the Developer Commitment, reduce the Maximum Reimbursement Amount to be paid to the Developer by the percentage by which the Developer does not satisfy the Developer Commitment. A reduction in the Maximum Reimbursement Amount as a result of the Developer's failure to satisfy the Developer Commitment in a calendar year is irrevocable and may not be recouped by the Developer at any time, regardless of whether the Developer satisfies the Developer Commitment in a subsequent calendar year.

C. General Events of Default. A party shall be deemed in default under this Agreement if such party fails to materially perform, observe or comply with any of the commitments, covenants, agreements or obligations set forth in Article IV of this Agreement or if any of its representations contained in Article III of this Agreement are false (an "Event of Default"). The Developer's failure to construct any portion of the Public Improvements in **Exhibit B** shall not constitute an Event of Default so long as the Developer has modified the list of Public Improvements in accordance with Article II, Section B of this Agreement.

D. Notice. Before the failure of any party to perform its obligations under this Agreement, except a Payment Default, is deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement, except a Payment Default, may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30 days of the receipt by the defaulting party of such notice.

E. Remedies. Except as otherwise set forth herein, upon a breach of this Agreement, the non-defaulting party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a party pursuant to the provisions of this Article or pursuant to the provisions of any other Article of this Agreement shall be deemed to constitute an election of remedies; and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other party.

F. Force Majeure. Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any party (except for a Payment Default) 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 disobedience, fire 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").

## **ARTICLE VII GENERAL PROVISIONS**

A. Time of the essence. Time is of the essence of this Agreement. The parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation, including, without limitation, subject to the Developer's compliance with all applicable laws, expeditiously processing permits and approvals to facilitate the Developer's timely procurement of all entitlements required for the Project and the Public Improvements.

B. Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed or sent by rapid transmission confirmed by mailing written confirmation at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party at the following addresses:

If to the Developer:

WOIH Partners, LLC  
Attn: Will Garwood III  
4545 Post Oak Place Drive #205  
Houston, Texas 77002

If to the City:

Chief Development Officer  
City of Houston, Texas  
P.O. Box 1562  
Houston, Texas 77002

With a copy to:

City Attorney  
City of Houston, Texas  
900 Bagby, 4<sup>th</sup> Floor  
City Hall Annex  
Houston, Texas 77002

Notice shall be deemed to have been received on the date such notice is personally delivered or three days from the date such notice is mailed or sent by rapid transmission. Either party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by rapid transmission

shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, an authorized officer of the Developer or the City, as the case may be.

C. Amendments and waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by the Developer and the City. No course of dealing on the part of the Developer or the City nor any failure or delay by the Developer or the City with respect to exercising any right, power or privilege pursuant to this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

D. Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

E. Successors and assigns. Neither Party shall have the right to assign its rights under this Agreement or any interest herein, without the prior written consent of the other Party, except that the Developer may assign its rights and responsibilities hereunder to (i) a lending institution of all of the Developer's rights hereunder as security for repayment of one or more loans to finance the construction or ownership of any component of the Property, (ii) any related, affiliated or subsidiary entity to which substantially all of its assets, liabilities and its rights to proceed with development of the Project and the Public Improvements are transferred or (iii) any person or entity to which the Developer assigns, subleases, or otherwise conveys its interest in the Property, provided that any assignee under (ii) or (iii) agrees in writing to assume the Developer's obligations under this Agreement. The City shall not unreasonably withhold its written consent. The City's Director of the Finance Department, or the Director's designee, may consent to a qualifying assignment under this Section on behalf of the City.

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

G. Applicable law. This Agreement is a contract made under and shall, be construed in accordance with and governed by the laws of the United States of America and the State of Texas, and any actions concerning this Agreement shall be brought in

either the State Courts of Harris County, Texas, or the United States District Court for the Southern District of Texas.

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

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

J. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

K. Interpretation. This Agreement has been jointly negotiated by the parties and shall not be construed against a party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

L. Conflicts with Ordinances. The City and the Developer agree that, in the event of a conflict between the provisions of this Agreement and any City ordinance or regulation by any other agency over which the City has control, whether heretofore or hereafter adopted, the provisions of this Agreement shall govern matters addressed by this Agreement.

[EXECUTION PAGE FOLLOWS]

IN TESTIMONY OF WHICH this instrument has been executed in multiple counterparts, each of equal dignity and effect, on behalf of the Developer and the City, effective as of the Effective Date defined herein.

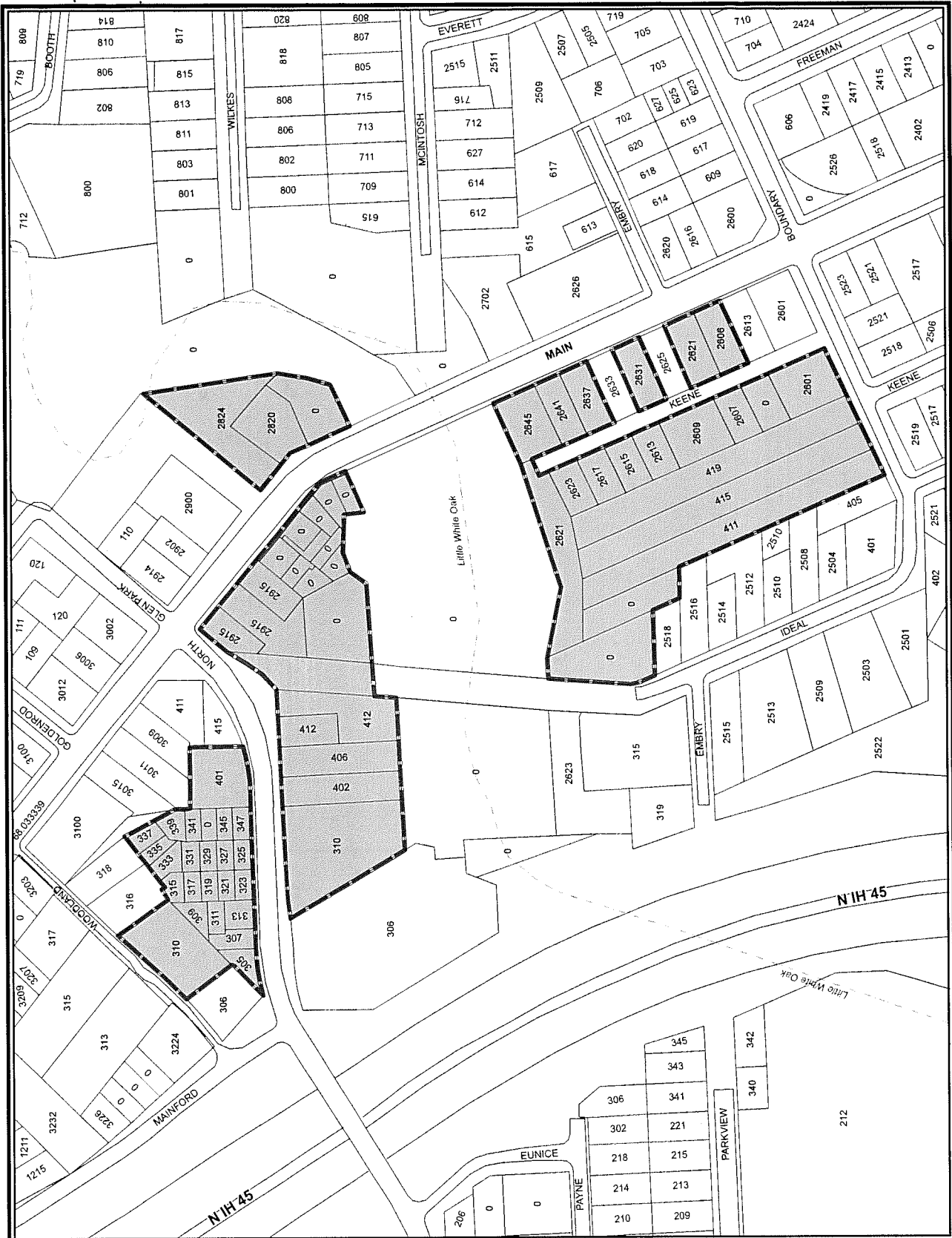
<p>CITY:</p> <p>CITY OF HOUSTON, a Texas home-rule municipal corporation</p> <p>_____</p> <p>Mayor</p> <p>Date: _____</p> <p>ATTEST/SEAL:</p> <p>_____</p> <p>City Secretary</p> <p>Date: _____</p> <p>COUNTERSIGNED:</p> <p>_____</p> <p>City Controller</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Senior Assistant City Attorney LD No. 0421500202001</p>	<p>DEVELOPER:</p> <p>WOIH PARTNERS LLC, a Texas limited liability company</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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**EXHIBIT A**





**DEPICTION OF PROPERTY**

See attached map.

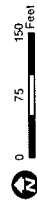




**City of Houston**  
**Proposed White Oak**  
**Music Hall 380**  
**Property**

-  Water Line
-  Pavement
-  Parcels
-  White Oak Music Hall 380

Source: COHGIS Data Base  
 Date: December 2015  
 Reference: p18573\_wht\_oak\_380



This map is made available for reference purposes only and should not be substituted for a survey product. The City of Houston will not accept liability of any kind in conjunction with its use.



**PLANNING &  
 DEVELOPMENT  
 DEPARTMENT**

**EXHIBIT B**

**LIST OF PUBLIC IMPROVEMENTS**

See attached list.

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT COST	ESTIMATED TOTAL COST
<b>01</b>	<b>NORTH MAIN PEDESTRIAN CORRIDOR IMPROVEMENTS</b>				
1	PAVING SUBGRADE CUT, FILL, COMPACTION DISPOSAL	SY	900	\$ 4.00	\$3,600.00
2	LIME FOR SUBGRADE STABILIZED 27LBS/SY	TON	12	\$ 192.00	\$2,304.00
3	MANIPULATION OF LIME FOR SUBGRADE STABILIZATION	SY	900	\$ 1.00	\$814.00
4	PAVING AND SIDEWALK DEMOLITION	SF	2,600	\$ 4.00	\$10,400.00
5	5-FOOT SIDEWALK (MIN.) 6-FOOT ALONG N.MAIN	SF	3,900	\$ 6.00	\$23,400.00
6	ADA RAMPS	EA	5	\$ 480.00	\$2,400.00
7	DECOMPOSED GRANITE	SF	3,500	\$ 11.50	\$40,250.00
8	LANDSCAPING AND TREE PLANTING	EA	12	\$ 2,500.00	\$30,000.00
9	GRASSCRETE APRON/DRIVEWAY	SF	1,000	\$ 8.50	\$8,500.00
					<b>\$121,668.00</b>
<b>02</b>	<b>Purchase of Ideal Street from City of Houston</b>				
1	Ideal Street Abandonment				\$211,943.00
					<b>\$211,943.00</b>
<b>03</b>	<b>STORM WATER DETENTION AND NEW STORM LINES</b>				
1	DETENTION ALONG LITTLE WHITE OAK BAYOU BEHIND TOWER	EA	1	\$ 7,800.00	\$7,800.00
2	STORM DRAIN INSTALLATION & CONNECTION	EA	1	\$ 25,800.00	\$25,800.00
3	12" STORM PIPING	LF	750	\$ 54.00	\$40,500.00
4	STORM INLETS ON WOMH SITE	EA	10	\$ 2,400.00	\$24,000.00
5	DETENTION AT WOMH	EA	1	\$ 31,200.00	\$31,200.00
					<b>\$129,300.00</b>
<b>04</b>	<b>North Street Parking Lot: 100 Spots available 3Am to 3Pm</b>				
1	TRUE GRID PAVERS	SF	47,048	\$ 3.00	\$141,144.00
2	UNDERLAYMENT CLOTH	SF	47,048	\$ 0.22	\$10,162.37
3	4" BASE	CY	582	\$ 38.10	\$22,174.20
4	TOPPING GRAVEL (LIMESTONE)	CY	261	\$ 76.80	\$20,044.80
5	EQUIPMENT	LS	1	\$ 28,484.40	\$28,484.40
6	LABOR	LS	1	\$ 25,992.00	\$25,992.00
7	30YD HAUL OFF	EA	22	\$ 571.20	\$12,566.40
8	PARKING STRIPING	EA	150	\$ 59.44	\$8,915.40
					<b>\$269,483.57</b>
<b>05</b>	<b>N. Main Parkin Lot: 50 Spots available 3am to 3PM</b>				
1	TRUE GRID PAVERS	SF	22,912	\$ 3.00	\$68,737.13
2	UNDERLAYMENT CLOTH	SF	22,912	\$ 0.22	\$4,949.07
3	4" BASE	CY	283	\$ 38.10	\$10,798.84
4	TOPPING GRAVEL (LIMESTONE)	CY	127	\$ 76.80	\$9,761.82
5	EQUIPMENT	LS	1	\$ 28,484.40	\$28,484.40
6	LABOR	LS	1	\$ 25,992.00	\$25,992.00
7	30YD HAUL OFF	EA	14	\$ 571.20	\$7,996.80
8	PARKING STRIPING	EA	75	\$ 59.44	\$4,457.70
					<b>\$161,177.75</b>

05 NEW SIDE WALKS NORTH STREET, SAFETY LIGHTING, LANDSCAPING, ACCESABILITY

1 SILT FENCING & SWPPP	EA	2000	1.00	\$2,000.00
2 PAVING SUBGRADE CUT, FILL, COMPACTION DISPOSAL	SY	550	4.00	\$2,200.00
3 LIME FOR SUBGRADE STABILIZED 27LBS/SY	TON	8	192.00	\$1,536.00
4 MANIPULATION OF LIME FOR SUBGRADE STABILIZATION	SY	550	1.00	\$814.00
5 PAVING & SIDEWALK DEMOLITION (SOUTH GLEN PARK)	SF	1750	3.75	\$6,562.50
6 PAVING DEMO IN FRONT OF ICEHOUSE	SF	530	3.75	\$1,987.50
7 5-FOOT SIDEWALK ALONG SOUTH SIDE OF GLEN PARK	SF	2200	6.00	\$13,200.00
8 ADA RAMPS	EA	7	575.00	\$4,025.00
9 6" CURB	LF	125	6.00	\$750.00
10 LANDSCAPING AND TREE PLANTING ALONGSIDE S GLEN PARK	EA	15	1500.00	\$22,500.00
11 NEW DRIVEWAYS TO BUNGALOW LOT	SF	715	8.00	\$5,720.00
LIGHTING FOR BUNGALOW LOT (30FT POLES WITH DOUBLE				
12 FIXTURES - INCLUDES CONDUIT & WIRING)	EA	4	6500.00	\$26,000.00
13 LIGHT POLE BASES FOR BUNGALOW	EA	4	750.00	\$3,000.00
PAVING SUBGRADE CUT, FILL, COMPACTION DISPOSAL (NORTH				
14 SIDE OF GLEN PARK)	SY	356	3.75	\$1,335.00
15 LIME FOR SUBGRADE STABILIZED 27LBS/SY	TON	5	190.00	\$950.00
16 MANIPULATION OF LIME FOR SUBGRADE STABILIZATION	SY	550	1.00	\$814.00
17 PAVING & SIDEWALK DEMOLITION (NORTH GLEN PARK)	SF	1750	3.75	\$6,562.50
18 5-FOOT SIDEWALK ALONG NORTH SIDE OF GLEN PARK	SF	2200	6.00	\$13,200.00
19 ADA RAMPS	EA	2	575.00	\$1,150.00
20 6" CURB	LF	32	6.00	\$192.00
21 LANDSCAPING AND TREE PLANTING ALONGSIDE N GLEN PARK	EA	15	1500.00	\$22,500.00
22 NEW DRIVEWAY LOCATED @ GLEN PARK AVE	SF	300	8.00	\$2,400.00
LIGHTING FOR TRIANGLE LOT (30FT POLES WITH VARYING				
23 FIXTURES)	EA	10	6500.00	\$65,000.00
24 LIGHT POLE BASES FOR TRIANGLE LOT	EA	10	750.00	\$7,500.00
				\$209,898.50
Total				\$1,103,470.82

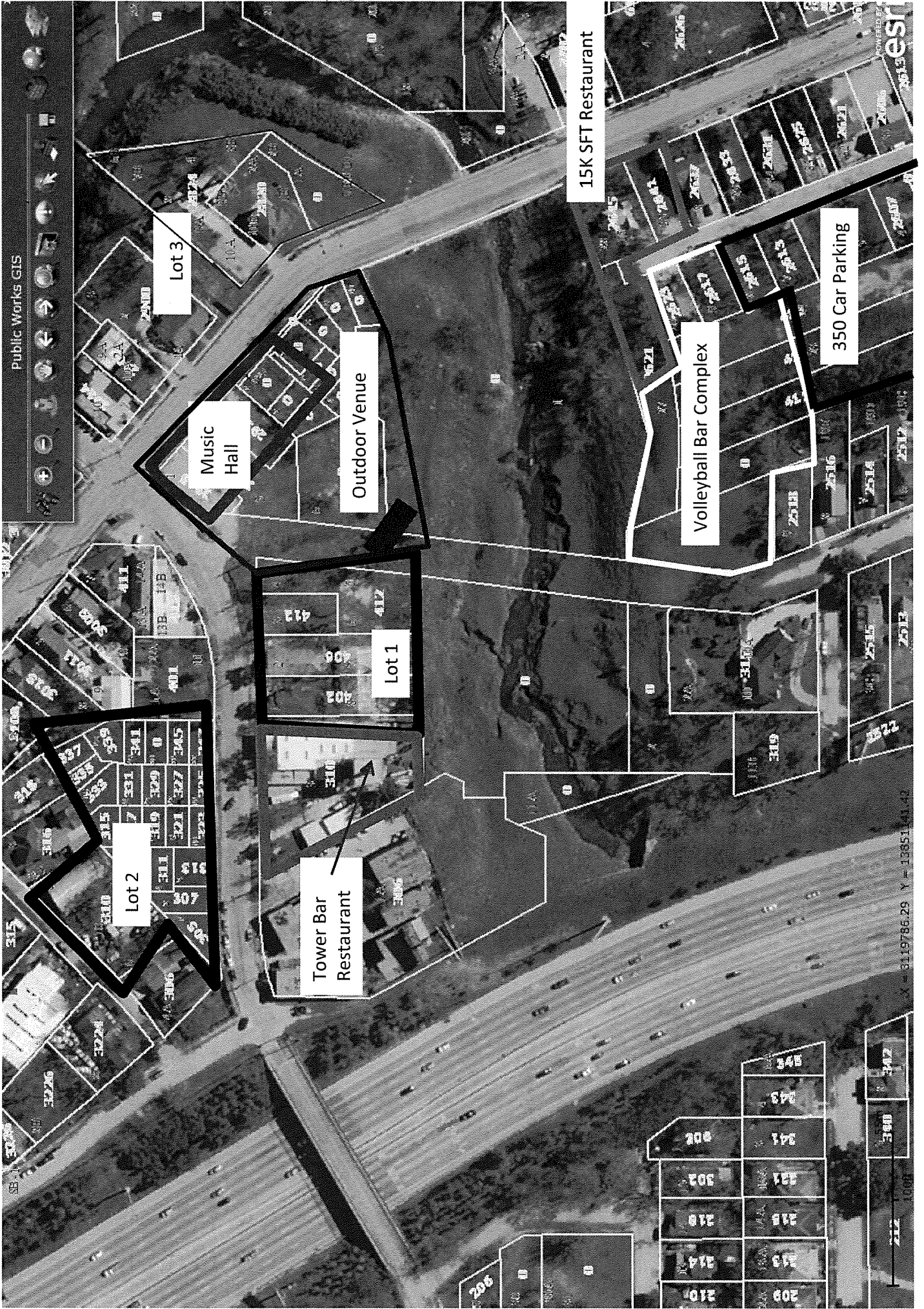
\*Note: The Maximum Reimbursement Amount for Public Improvements is \$1,100,000.00, subject to the terms, conditions and limitations enumerated in this Agreement. To the extent that the total cost of the Public Improvements listed in this Exhibit exceeds the Maximum Reimbursement Amount, the Developer shall be solely responsible for those costs.

**EXHIBIT C**

**SITE PLAN OF PROJECT**

See attached site plan.

# Satellite Overview Map



## EXHIBIT D

### FORM OF DEVELOPER COMMITMENT CERTIFICATION

Chief Development Officer  
City of Houston, Texas  
P.O. Box 1562  
Houston, Texas 77002

Re: ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HOUSTON, TEXAS, AND WOIH PARTNERS LLC; DEVELOPER COMMITMENT CERTIFICATION

This Developer Commitment Certification is being delivered by WOIH Partners LLC (the "Company") in connection with that certain Economic Development Agreement between the City of Houston, Texas (the "City") and the Company effective \_\_\_\_\_, 2015 (the "Agreement"). All terms used herein have the meanings ascribed to them in the Agreement unless otherwise defined herein.

USE THE FOLLOWING FOR THE INITIAL JOBS CREATION CERTIFICATION:

[1. The undersigned authorized officer of the Company hereby certifies to the City that as of the Reimbursement Date:

a. On \_\_\_\_\_, 20\_\_, the Company held a job fair at \_\_\_\_\_ (address) in the Near Northside area of the City, for the purpose of enabling local area residents of the Near Northside area to apply for employment positions at the Property.

b. The Company offered the use of music performance space at the Project as rehearsal or performance space to each of (i) John Marshall Middle School and (ii) Jeff Davis High School on the following dates: \_\_\_\_\_.

c. The Company is in compliance with the terms of the Parking Condition.]

USE THE FOLLOWING FOR SUBSEQUENT JOBS CREATION CERTIFICATION:

[1. The undersigned authorized officer of the Company hereby certifies to the City that during the twelve (12) months prior to the date of this Developer Commitment certification:

a. The Company offered the use of music performance space at the Project as rehearsal or performance space to each of (i) John Marshall Middle School and (ii) Jeff Davis High School on the following dates: \_\_\_\_\_.



b. The Company is in compliance with the terms of the Parking Condition.]

ATTEST: WOIH PARTNERS LLC

BY: \_\_\_\_\_  
NAME – SIGNATURE

\_\_\_\_\_  
NAME – PRINTED

\_\_\_\_\_  
TITLE DATE

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed to before me on the \_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of WOIH  
Partners LLC, a Texas limited liability company, on behalf of said limited liability  
company.

\_\_\_\_\_  
NOTARY NAME

NOTARY PUBLIC STATE OF \_\_\_\_\_

With a copy to:  
City Attorney  
City of Houston, Texas  
900 Bagby, 4th Floor  
City Hall Annex  
Houston, Texas 77002



**EXHIBIT E**

**FORM OF WAIVER OF SALES TAX CONFIDENTIALITY**

**Texas Comptroller  
Waiver of Sales Tax Confidentiality**

**Date:** \_\_\_\_\_ **20**\_\_\_\_\_

The undersigned authorizes the Texas Comptroller of Public Accounts to release sales tax information to the City of Houston, Texas pertaining to the taxpayer indicated below. I understand that this waiver applies only to the music venue property located generally at 2915 N. Main Street, Houston, Harris County, Texas.

Please print or type the following information as shown on your Texas Sales Tax permit:

\_\_\_\_\_  
Name of Taxpayer Listed on Texas Sales Tax Permit

\_\_\_\_\_  
Name Under Which Taxpayer is Doing Business (d/b/a or Outlet Name)

\_\_\_\_\_  
Taxpayer Mailing Address

\_\_\_\_\_  
Physical Location of Business Permitted for Sales Tax

\_\_\_\_\_  
Texas Taxpayer ID Number  
Tax Outlet Number  
(As Shown on Texas Sales Tax Permit)

\_\_\_\_\_  
Authorized Signature\*

\_\_\_\_\_  
Print Name of Authorized Signature

\_\_\_\_\_  
Position of Authorized Signature

\_\_\_\_\_  
Phone # of Authorized Signature

\*The authorized signature must be that of an owner, officer, director, partner, or agent authorized to sign a Texas Sales Tax Return. If you have any questions concerning this waiver of confidentiality, please contact the Texas Comptroller of Public Accounts at 1 (800) 531-5441.

## EXHIBIT F

### FORM OF COST CERTIFICATION

Chief Development Officer  
City of Houston, Texas  
P.O. Box 1562  
Houston, Texas 77002

Re: ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HOUSTON, TEXAS AND WOIH PARTNERS LLC; COST CERTIFICATION

This Cost Certification is being delivered by WOIH Partners LLC (the "Company") in connection with that certain Economic Development Agreement between the City of Houston, Texas (the "City") and the Company effective as of \_\_\_\_\_, 2015 (the "Agreement"). All terms used herein have the meanings ascribed to them in the Agreement unless otherwise defined herein.

1. The undersigned authorized officer of the Company hereby certifies to the City that the Reimbursement Date occurred on \_\_\_\_\_, 20\_\_\_\_. Attached hereto as Exhibit A is a true and complete copy of the temporary certificate of occupancy for the Project. Attached hereto as Exhibit B is a true and complete copy of all final certificates of completion or letters of acceptance from the Public Works Director for the Public Improvements.

2. The undersigned authorized officer of the Company hereby certifies to the City that the Company has paid or reimbursed its developer/contractor for the Public Improvements Cost in the amount of \$\_\_\_\_\_ and that attached hereto as Exhibit C is an itemization of such Public Improvements Cost.

The undersigned hereby certifies that I am a duly authorized representative of the Company and am duly authorized to execute this Cost Certification.

ATTEST: WOIH PARTNERS LLC

BY: \_\_\_\_\_  
NAME – SIGNATURE

\_\_\_\_\_  
NAME – PRINTED

\_\_\_\_\_  
TITLE DATE

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed to before me on the \_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of WOIH  
Partners LLC, a Texas limited liability company, on behalf of said limited liability  
company.

\_\_\_\_\_  
NOTARY NAME

NOTARY PUBLIC STATE OF \_\_\_\_\_

APPROVED BY THE CITY OF HOUSTON:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Representative

With a copy to:  
City Attorney  
City of Houston, Texas  
900 Bagby, 4th Floor  
City Hall Annex  
Houston, Texas 77002

**Exhibit A to Form of Cost Certification**  
**Temporary Certificate of Occupancy for the Project**

**Exhibit B to Form of Cost Certification**

**Final Certificates of Completion or Letters of Acceptance from the Public Works  
Director for the Public Improvements**

**Exhibit C to Form of Cost Certification**  
**Itemization of Public Improvements Cost**

**EXHIBIT G**

**FORM OF ANNUAL PAYMENT REQUEST**

Chief Development Officer  
City of Houston, Texas  
P.O. Box 1562  
Houston, Texas 77002

Re: ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HOUSTON, TEXAS AND WOIH PARTNERS LLC; ANNUAL PAYMENT REQUEST

This Annual Payment Request is being delivered by WOIH Partners LLC (the "Company") in connection with that certain Economic Development Agreement between the City of Houston, Texas (the "City") and the Company effective \_\_\_\_\_, 2015 (the "Agreement"). All terms used herein have the meanings ascribed to them in the Agreement unless otherwise defined herein.

1. The undersigned authorized officer of the Company hereby requests the City to make an Annual Payment of the Reimbursement Amount, and the Company has submitted to the City all invoices and supporting documentation required and requested for the City's approval of the Company's request.

2. The undersigned authorized officer of the Company hereby certifies to the City that (i) the total Reimbursement Amount is \$\_\_\_\_\_ ; (ii) [the Company has received the following prior Annual Payments: [ADD AS APPLICABLE] Annual Payment received \_\_\_\_\_, 20\_\_ in the amount of \$\_\_\_\_\_ ; Annual Payment received \_\_\_\_\_, 20\_\_ in the amount of \$\_\_\_\_\_ ; and (iii)] that, as of the date of this Annual Payment Request, the unpaid balance of the Reimbursement Amount is \$\_\_\_\_\_.

The undersigned hereby certifies that I am a duly authorized representative of the Company and am duly authorized to execute this Annual Payment Request.

ATTEST: WOIH PARTNERS LLC

BY:

\_\_\_\_\_  
NAME – SIGNATURE

\_\_\_\_\_  
NAME – PRINTED

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed to before me on the \_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of WOIH  
Partners LLC, a Texas limited liability company, on behalf of said limited liability  
company.

\_\_\_\_\_  
NOTARY NAME

NOTARY PUBLIC STATE OF \_\_\_\_\_

APPROVED BY THE CITY OF HOUSTON:

By: \_\_\_\_\_  
City Representative

Date: \_\_\_\_\_

With a copy to:  
City Attorney  
City of Houston, Texas  
900 Bagby, 4th Floor  
City Hall Annex  
Houston, Texas 77002