

**ECONOMIC DEVELOPMENT AGREEMENT**  
**BETWEEN**  
**NEXPOINT DEVELOPMENT COMPANY, LP**  
**AND**  
**THE CITY OF PLANO, TEXAS**

**Dated:** \_\_\_\_\_

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## ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (this “**Agreement**”) is entered into by and between NexPoint Development Company, LP, a Delaware limited partnership (the “**Developer**”), and the City of Plano, Texas (the “**City**”), a home-rule city and municipal corporation, acting by and through its duly authorized representative.

### Recitals:

**WHEREAS**, the City, through Ordinance No. 2024-1-4 adopted by the City Council of the City of Plano (the “**City Council**”) on January 8, 2024, established the Tax Increment Financing Reinvestment Zone Number Five, City of Plano, Texas (the “**TIRZ**”), in accordance with the Tax Increment Financing Act, Texas Tax Code, Chapter 311 (the “**Act**”), to promote development and redevelopment which would not have otherwise occurred through private investment in the reasonably foreseeable future; and

**WHEREAS**, the TIRZ is comprised of approximately 703 acres of real property located within the corporate limits of the City of Plano, as depicted on **Exhibit A**; and

**WHEREAS**, Developer intends, on the real property depicted on **Exhibit A-1** attached hereto and located within the boundaries of the TIRZ (the “**Phase One Property**”), to complete certain undertakings, including the construction of a new manufacturing facility, as more fully described on **Exhibit A-1** (the “**Project**”). The Project is part of a multi-phase plan to create the Texas Research Quarter development, a robust and vibrant life sciences hub that will host research and development, therapeutic production, educational, and/or related activities (the “**Texas Research Quarter**”); and

**WHEREAS**, Developer intends subsequent phases of the Texas Research Quarter will include a research hospital or other marquee feature that will distinguish the Texas Research Quarter as a significant destination for life sciences organizations, as well as additional lab, scientific research, pharmaceutical, medicinal, manufacturing, residential, hotel, retail, and other mixed-use components within the boundaries of the TIRZ; and

**WHEREAS**, the City of Plano has been identified as a market with high potential to become one of the next major life science clusters due to numerous factors, including the City’s and region’s educated and talented workforce pool, business-friendly environment, and national and global connectivity; and

**WHEREAS**, the City recognizes the importance of its continued role in development activities and actively participates in funding projects that facilitate the City’s economic goals and enhance the property values within the TIRZ; and

**WHEREAS**, in order to incentivize the development of the Phase One Property, ensure that the Project is designed, constructed and operated in a manner that will provide a public benefit, and promote economic development and employment within the City, the City desires to facilitate the development of the Phase One Property through the financing of certain costs incurred in connection with the Project; and

**WHEREAS**, the Developer agrees to provide the City with regular reports and requested information related to Developer's progress towards the Project and keep the City apprised on subsequent phases of the Texas Research Quarter, including progress related to the development of a research hospital or other marquee feature, and

**WHEREAS**, the City has the right to terminate this Agreement and its obligations herein if the Developer breaches this Agreement and fails to timely cure such breach; and

**WHEREAS**, the Developer anticipates that the total Project Costs (as hereafter defined) it will incur in connection with the Project are estimated to be approximately \$135,000,000, as more particularly described on **Exhibit D**; and

**WHEREAS**, in accordance with Sections 311.008 and 311.010 of the Act, the City is authorized to enter into agreements to dedicate revenue from a tax increment fund to pay for eligible project costs that benefit the TIRZ; and

**WHEREAS**, the City intends to provide funds which will be utilized for Project Costs (as hereafter defined) that benefit the TIRZ; and

**WHEREAS**, the City has authorized the execution of this Agreement to provide grants for the Project equal to the Available Tax Increment (as hereafter defined) attributable to the Project, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, in an amount not to exceed \$15,000,000 (the "Maximum Grant"); and

**WHEREAS**, the Parties will amend this Agreement, or enter into new Agreements, as necessary to reflect the addition of other undertakings of Developer and/or the addition of any other taxing units as Participating Taxing Entities (as hereafter defined), including to increase the Maximum Grant to allow additional project costs and grants to Developer as a result of the increased available tax increment (determined in accordance with Section 311.012(a) of the Act) attributable to such additional undertakings of Developer and/or additional Participating Taxing Entities, but only as necessary to reflect such increased available tax increment attributable to such additional undertakings and/or additional Participating Taxing Entities, to the extent consistent and in accordance with any inter-local agreement between the City and such Participating Tax Entity.

**NOW, THEREFORE**, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in the Recitals or this Article, and all such terms include the plural as well as the singular.

**"Act"** means the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended.

“**Affiliates**” of NexPoint Development Company, LP means any other person directly controlling, or directly controlled by or under direct common control with the Developer. As used in this definition, the term “control,” “controlling” or “controlled by” shall mean the possession, directly, of the power either to (i) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or comparable controlling body) of the Developer or (ii) direct or cause the direction of management or policies of the Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Developer or any affiliate of such lender.

“**Agreement**” has the meaning stated in the first paragraph of this Agreement.

“**Applicable Law**” means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority. Applicable Law shall include, but not be limited to, City Regulations.

“**Available Tax Increment**” means the tax increment determined in accordance with Section 311.012(a) of the Act and contributed by each Participating Taxing Entity (as hereafter defined) to the TIRZ Fund, in accordance with the terms of any corresponding inter-local agreement. The City agrees that its contribution to the TIRZ Fund for the Project shall be sixty-five percent (65%) of the property taxes levied and assessed by the City on the captured appraised value of the Phase One Property and improvements thereon, as determined by the Collin County Appraisal District.

“**City**” means the City of Plano, Texas.

“**City Regulations**” mean the City’s Charter, ordinances, standards, Zoning, and regulations, including uniform and international building and construction codes, duly adopted by the City, which shall be applied to the Project.

“**City Representative**” means the City Manager or other authorized designee which may include a third party inspector or representative.

“**Commencement of Construction**” shall mean that the Developer has, with respect to the Project (i) obtained (or caused to be obtained) all necessary approvals and permits required by applicable Governmental Authorities to commence horizontal or vertical improvement, demolition, or site work on the Phase One Property and (ii) entered into the Construction Agreement(s) with the General Contractor and caused the General Contractor to enter into such subcontracts as may be appropriate or necessary to commence preparation of the construction on the Phase One Property.

“**Completion of Construction**” shall mean the final completion of the design, development, construction, installation and equipping of the Project, in accordance with the Final Plans and Specifications, all Applicable Law, and all other requirements of this Agreement.

“**Conceptual Plans and Specifications**” has the meaning set forth in Section 3.04(b) and refers to the designs, plans and specifications prepared by (or caused to be prepared by) Developer and approved by the City Review Committee.

**“Construction Agreement(s)”** means that certain construction contract(s) that Developer has entered into with the General Contractor providing for the construction, equipping and installation of the Project (i) by the General Contractor or those acting at General Contractor's discretion, (ii) under the management and supervision of the Developer, and (iii) in accordance with the Final Plans and Specifications, all Applicable Law and all other requirements of this Agreement.

**“Construction Schedule”** means the specific timetable for constructing the Project, incorporating Developer's obligation to commence construction at the Phase One Property and use commercially reasonable efforts to timely complete construction, subject to Force Majeure and the terms of this Agreement, attached hereto and incorporated herein for all purposes as **Exhibit E**.

**“Developer”** means NexPoint Development Company, LP, its successors and permitted assigns.

**“Effective Date”** means the last date of signature of this Agreement as shown on the signature pages herein.

**“Final Plans and Specifications”** has the meaning set forth in Section 3.04(d) and refers to the final designs, plans and specifications that have been approved by the City and issued for the construction of the Project.

**“Force Majeure”** means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. “Force Majeure” shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) pandemics and epidemics; (g) governmental shutdowns, and (h) actions or omissions of a Governmental Authority (including, solely with respect to a Force Majeure event affecting Developer's obligations, the actions of the City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any Applicable Law or failure to comply with City Regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (w) economic hardship; (x) changes in market condition; (y) any strike or labor dispute involving the employees of the Developer or any Affiliate of the Developer, other than industry or nationwide strikes or labor disputes; or (z) the occurrence of any manpower, material or equipment shortages within the reasonable control of the Developer.

**“General Contractor”** means the entity(ies) that enters into the Construction Agreement(s) with the Developer for the construction of the Project.



“**Grant Request**” means a written request by Developer for a grant from the TIRZ Fund for the payment of Project Costs, pursuant to the requirements of this Agreement and submitted on the Grant Request Form, attached hereto and incorporated herein for all purposes as **Exhibit B**.

“**Governmental Authority**” means any federal, state or local governmental entity (including any taxing authority) or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof) and any arbitrator to whom a dispute has been presented under Applicable Law, under this Agreement or by agreement of the Parties.

“**Impositions**” shall mean all taxes, assessments, use and occupancy taxes, sales taxes, charges, excises, license and permit fees, and other charges by a Governmental Authority, which are or may be assessed, charged, levied, or imposed by any Governmental Authority on Developer, or any property or any business owned by Developer within City.

“**Outside Project Completion Date**” means December 31, 2026, unless otherwise modified and/or extended upon the Parties' mutual written agreement.

“**Parties**” or “**Party**” means the City and the Developer as parties to this Agreement.

“**Participating Taxing Entity**” means any taxing unit recognized as such by Texas law which is participating in this Project by contributing a percentage of its tax increment to the TIRZ Fund.

“**Permitted Developer Assignee**” means any corporation, limited liability company or other business entity that is controlled by (a) James Dondero, (b) NexPoint Advisors, L.P., (c) NexPoint Asset Management, L.P., (d) any entity that is controlled by the trustee of any trust principally for the benefit of James Dondero, and/or (e) any entity owned or controlled by or under common control with one or more of the persons, trustees, corporations or other entities described in (a), (b), (c) and (d) preceding. As used in the preceding definition, the term “control” means having the authority (which may be direct or indirect and which need not be exclusive) to direct or cause the direction of the management and policies of the applicable person, trust, corporation, limited liability company, or other entity, through the ownership of voting interests or by agreement, and “controlled” shall have a corresponding meaning.

“**Phase One Property**” has the meaning set forth in the Recitals, as more fully described in **Exhibit A-1**.

“**Project**” has the meaning set forth in the Recitals, as more fully described in **Exhibit A-1**.

“**Project Costs**” has the meaning found in Section 311.002 of the Act. The Project Costs paid pursuant to this Agreement shall be limited to expenses identified on **Exhibit D** and incurred after the Effective Date.

“**Property Owner**” means EDS Legacy Partners, LLC, its successors and permitted assigns.

“**Public Improvements**” means improvements that provide a direct and immediate public benefit, including but not limited to utilities, streets, streetlights, water and sewer facilities, walkways, parks, flood and drainage facilities, parking facilities, demolition work, fencing and landscaping, and the categories of work listed in the TIRZ Finance Plan.

“**Texas Research Quarter**” means the multi-phase life sciences and mixed-use development to be developed and constructed by Developer.

“**TIRZ**” means Tax Increment Financing Reinvestment Zone Number Five, City of Plano, Texas, also known as TIRZ #5.

“**TIRZ Board**” means the Board of Directors for the TIRZ appointed by the City.

“**TIRZ Fund(s)**” means the fund(s) set up by the City to receive the Available Tax Increment of the TIRZ Revenues in accordance with this Agreement and the TIRZ Project Plan and TIRZ Finance Plan.

“**TIRZ Finance Plan**” means that certain TIRZ Finance Plan, as approved and amended from time to time by the City, which is incorporated by reference into this Agreement as if set out in its entirety, for all purposes.

“**TIRZ Project Plan**” means that certain TIRZ Project Plan, as approved and amended from time to time by the City, which is incorporated by reference into this Agreement as if set out in its entirety, for all purposes.

“**TIRZ Revenues**” means the revenues collected within the TIRZ from property taxes.

“**Zoning**” means that certain zoning case No. 2023-003 governing development of the Project and approved by the City on November 7, 2023, pursuant to Ordinance No. 2023-11-1, as such ordinance may be amended from time to time.

## ARTICLE II

### THE PROJECT AND THE TEXAS RESEARCH QUARTER

#### Section 2.01 Project.

- (a) The Project will include those undertakings more fully described on **Exhibit A-1**.
- (b) Except as set forth in this Agreement, the City shall not be required to directly contract for, or incur the costs associated with, the development of the Project, including the costs of construction, alteration, remodeling, repair, operation, maintenance, or other capital costs or expenses.
- (c) The grants to Developer of TIRZ Funds are subject to availability and priority of payment and are not intended to cover all costs incurred by Developer in connection with the Project or expenses incurred by Developer for performance of the obligations under this Agreement. The Available Tax Increment shall constitute a grant to Developer for construction of

the Project in accordance with the TIRZ Finance Plan, but the City makes no guarantee that the Available Tax Increment will completely compensate Developer. The total amount of TIRZ funds granted to Developer for the Project will not exceed the Available Tax Increment generated for the Phase One Property.

(d) Pursuant to the requirements set forth in this Agreement, including Sections 3.01 and 3.07 herein, Developer agrees to meet with designated City officials regularly, and no less than once per month unless the Parties mutually agree in writing otherwise, to keep the City informed on the Project and progress towards its completion.

Section 2.02 Texas Research Quarter.

(a) The Parties enter into this Agreement to revitalize a portion of the City and create a campus to support companies engaged in life sciences activities.

(b) Developer undertakes this Project as the first phase of the Texas Research Quarter and anticipates that the Texas Research Quarter will benefit the City, increase the value of the taxable real property within the TIRZ, and promote economic development which would not have otherwise occurred solely through private investment in the reasonably foreseeable future.

(c) Developer agrees to develop the Project to support companies engaged in life science activities consistent with the requirements in this Agreement.

(d) Developer agrees to use commercially reasonable, good faith and diligent efforts to achieve the stated vision to establish the Texas Research Quarter as a thriving biomedical campus, including the establishment within the TIRZ of a newly constructed space (or, subject to review and approval by the City Council, a redeveloped space) that will host: (i) educational, point-of-care, or research operations of a research hospital, academic medical center, teaching hospital, or similar facility; (ii) operations of a significant anchor tenant engaged in the production of pharmaceutical, medical device, or other life sciences-related products; (iii) operations of a significant anchor tenant engaged in the research and development of pharmaceutical, medical device, or other life sciences-related products; (iv) operations of a significant incubator tenant supporting a significant number of early-stage life science companies that are engaged in the research and development of disease therapies or treatments; or (v) as the Parties may agree in writing, such other feature that will distinguish the Texas Research Quarter as a significant destination for organizations operating in the life sciences (each of the items in (i), (ii), (iii), (iv), and (v), a “Marquee Feature”). To that end:

(i) Beginning with the first (1<sup>st</sup>) anniversary of the Effective Date of this Agreement, Developer agrees to meet annually with designated City officials to provide (1) a detailed update on the status of the plans for any Marquee Feature, including discussing relevant designs, financial models, feasibility studies or other diligence conducted on behalf of Developer related to a Marquee Feature and the status of any material discussions with third parties related to the establishment of any such Marquee Feature, as well as the terms of any agreement with any third party relating to establishment of any Marquee Feature; (2) a report detailing the Developer’s progress towards all phases of the Texas Research Quarter in the preceding year; (3) a report detailing Developer’s

anticipated progress towards all phases of the Texas Research Quarter in the year to follow; and (4) any other information reasonably requested by the City related to the Texas Research Quarter.

(ii) Subject to review and approval by the City Council and to the extent Developer complies with the terms of this Agreement, the Parties intend to supplement this Agreement and its exhibits, or enter into new agreements, as necessary to specify additional undertakings at the Phase One Property and at certain other properties located within the boundaries of the TIRZ, to identify additional project costs (as defined in Section 311.002 of the Act) pertaining to such undertakings, to award to Developer the available tax increment (determined in accordance with Section 311.012(a) of the Act) attributable to such undertakings, and to increase the Maximum Grant as necessary to reflect such increased available tax increment attributable to such undertakings.

### **ARTICLE III**

#### **DUTIES AND OBLIGATIONS OF THE DEVELOPER**

Section 3.01 Developer Responsibilities. As more specifically set forth herein, the Developer shall be responsible for all services reasonably required to complete the construction of the Project, including, but not limited to:

(a) establishing and updating, as may be reasonably necessary, all phasing and timetables for the Project;

(b) structuring and securing equity and financing for the Project (other than funding from the TIRZ which is described in this Agreement);

(c) providing or securing all third-party guarantees required by the City, including completion guarantees;

(d) entering or causing others to enter into contracts or agreements, consistent with the terms of this Agreement, necessary or convenient for Completion of Construction; and

(e) attending monthly progress meetings with the City regarding the Project as described in Section 3.07.

Section 3.02 Discretionary Program. Developer agrees that the Tax Increment Financing program is a discretionary program and that the City has elected, but has no obligation, to include the Phase One Property in the TIRZ. Except as otherwise set forth in Ordinance No. 2024-1-4 or this Agreement, Developer agrees that it has no vested rights under any regulations, ordinances, or laws, and waives any claim to be exempt from applicable provisions of the current and future City Charter, City Code, City Ordinances, and state or federal laws and regulations.

Section 3.03 Compliance. Developer agrees to exercise supervision over the construction of the Project and retain overall responsibility for the Project. Developer shall undertake and cause its contractors and subcontractors to undertake the design, development, construction,

maintenance, management, use and operation of the Project, in accordance with Zoning, the City Regulations, Applicable Law, and the terms of this Agreement.

#### Section 3.04 Plans and Specifications Approval

(a) The City Representative has appointed a three-member committee comprised of the City Manager, the Special Projects Director, and the Economic Development Director (the “**City Review Committee**”) to review and approve certain materials and specifications and other reasonable information requested by the City Review Committee regarding the exterior aesthetics, compatibility with the surrounding environment, and any other exterior factors regarding portions of buildings that are visible from public rights of way adjacent to the Project (the “**Façade Details**”).

(b) The City Review Committee has reviewed and approved the Façade Details set forth in **Exhibit F** (the “**Conceptual Plans and Specifications**”).

(c) The City Review Committee shall have the right to review and approve the addition of new or different Façade Details to the Conceptual Plans and Specifications.

(d) Once the Conceptual Plans and Specifications have been approved by the City Review Committee, the Developer shall continue through the City's customary process to obtain any necessary permits and approvals from the City, and/or all other governmental agencies having jurisdiction over the construction of the Project, and once such approvals have been obtained, the Conceptual Plans and Specifications (with any modifications required as part of such review and approval process) shall become the “**Final Plans and Specifications.**”

(e) In addition to other requirements as part of the City's customary construction permit approval process, Developer must secure the City Review Committee's approval of any subsequent material modifications to the Façade Details, which approval shall not be unreasonably conditioned, delayed, or withheld, prior to undertaking construction or installation of the modified aspects of the Final Plans and Specifications.

(i) The City Review Committee shall promptly review and respond to the Developer's submissions of new or different Façade Details, and the City Review Committee's approval shall not be unreasonably conditioned, delayed, or withheld.

(ii) If the City Review Committee does not approve or disapprove any submission of new or different Façade Details within ten (10) business days, such submission shall be deemed conclusively approved.

(iii) If any new or different Façade Details are approved by the City Review Committee, such new or different Façade Details shall become part of, and be incorporated into, the Final Plans and Specifications.

(iv) Promptly following the City Review Committee's approval of any modifications as set forth above, Developer shall provide to the City copies (in electronic format) of the Final Plans and Specifications as modified pursuant to this Section 3.04.

Section 3.05 General Construction Requirements. In connection with the design and construction of the Project, the Developer shall take or cause the following entities or persons to take the following actions and to undertake the following responsibilities:

(a) The Developer or such person selected by and contracting with the Developer shall provide the City with a copy (in electronic format) of any proposed material modifications to the Construction Schedule.

(b) Upon notice from the City, the Developer shall promptly repair, restore or correct, or shall cause the General Contractor to promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the General Contractor or its subcontractors to property or facilities of the City during construction of the Project and to reimburse the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary emergency repairs of such damage.

Section 3.06 Payment of Applicable Fees. Developer is responsible for paying, or causing to be paid, all applicable Project fees and licenses to the City and any other applicable governmental agencies, including:

(a) any parks and recreation fee assessed by the City according to the fee schedule adopted by the City at the time of such assessment.

(b) fees and charges applicable to the City's preliminary and final plat review and approval process according to the fee schedule adopted by the City Council and in effect at the time of platting.

(c) fees and charges applicable to the City's review of plans and specifications and issuance of permits (including building permits) for construction of the improvements according to the fee schedule adopted by the City Council at the time of plan review and permit issuance.

(d) inspection fees according to the fee schedule adopted by the City Council at the time of inspection.

Section 3.07 Monthly Meetings and Status Reports. Beginning on the Effective Date and throughout the duration of the construction of the Project, unless the Parties mutually agree in writing otherwise, Developer shall (i) meet with the City Representative on a monthly basis, and (ii) as reasonably requested by the City in writing, submit a completed Status Report, using the Status Report Form attached hereto as **Exhibit C**, within fifteen (15) business days of such request. If Developer fails to attend the required meetings or timely submit requested Status Reports, the City may withhold its approval of the Developer's Grant Request (as set forth in Section 6.03 herein) and condition the Developer's receipt of a grant from the TIRZ Fund upon the City's satisfactory receipt of any required Status Reports.

Section 3.08 Project Site Inspection. Developer shall allow the City reasonable access to the Phase One Property for inspections during and upon completion of construction of the Project to assess the Project and Developer's compliance with this Agreement. Upon thirty (30) days' written notice to Developer (which may be provided by e-mail), except in case of emergency necessitating a shorter notice period, the City shall be provided a right of entry onto the Phase One

Property to conduct walk-through inspections of the Project, subject to reasonable security and safety requirements as may be imposed by the Developer or General Contractor, including requiring the City representative conducting such inspection to be accompanied at all times by an escort designated by Developer.

Section 3.09 Duty to Complete. Developer agrees to use commercially reasonable efforts to construct, or cause to be constructed, the Project by the Outside Project Completion Date in accordance with this Agreement and provide, or cause to be provided, all materials, labor and services for completing the Project. Developer also agrees to timely obtain or cause to be timely obtained, all necessary permits and approvals from the City and/or all other governmental agencies having jurisdiction over the construction of the Project.

Section 3.10 Delays.

(a) If, notwithstanding Developer's commercially reasonable efforts contained in Section 3.09 above, the commencement or completion of the Project is substantially delayed by Force Majeure, then, upon written notice to the City, the timelines in the Construction Schedule shall be adjusted to account for such delays or extensions. Notwithstanding the foregoing, Developer agrees to continue to use commercially reasonable efforts to mitigate any delay or damage caused by a Force Majeure event.

(b) If the commencement or completion of the Project is substantially delayed by reason(s) beyond the Developer's reasonable control other than those reasons set forth in Section 3.10(a), then Developer may submit for approval of the City Review Committee an updated Construction Schedule reflecting the new timelines for development of the Project, such approval not to be unreasonably conditioned, delayed, or withheld; provided, however, that the Parties may not extend any item reflected on the Construction Schedule past the expiration of the TIRZ or beyond the Outside Project Completion Date.

## ARTICLE IV

### **ADDITIONAL DUTIES AND OBLIGATIONS OF THE DEVELOPER FOR PUBLIC IMPROVEMENTS**

Section 4.01 Additional Requirements related to Public Improvements. The Parties acknowledge that the Project and entire Texas Research Quarter are intended to bring a significant benefit to the City and its residents and visitors. The Parties also acknowledge that certain improvements contemplated for the Texas Research Quarter may be designated and defined in future phases as Public Improvements due to their direct and immediate impact to the public. Developer acknowledges that if Public Improvements become involved in the Texas Research Quarter, the City may require additional restrictions upon or obligations from the Developer related to such Public Improvements (and the parties will reasonably cooperate to amend this Agreement, or enter into a new agreement, to reflect such additional restrictions and obligations).

## ARTICLE V

### DUTIES AND OBLIGATIONS OF THE CITY

Section 5.01 No Bonds. The City will not sell or issue any bonds to advance to Developer or any third party the costs of any improvements to the Phase One Property performed under the TIRZ Project Plan, the TIRZ Finance Plan, or this Agreement.

Section 5.02 Pledge of Funds. City pledges the Available Tax Increment to Developer, for the Project Costs, up to the Maximum Grant amount, subject to the terms and conditions herein, priority of payment, and termination of the TIRZ.

Section 5.03 Coordination of TIRZ Board Meetings. City agrees that 1) all meetings of the TIRZ Board as well as all of the TIRZ Board's administrative functions shall be coordinated and facilitated by the City; 2) all notices for meetings of the TIRZ Board shall be drafted and posted by City staff, in accordance with Applicable Law; and 3) City will bring this Agreement to the TIRZ Board for TIRZ Board's consideration to effectuate the terms of this Agreement, including adopting the TIRZ Project Plan and the TIRZ Finance Plan, each of which shall, unless otherwise agreed by the Parties, be substantially the same as the Reinvestment Zone Number Five, City of Plano, Texas, Preliminary Project and Finance Plan, dated January 8, 2024.

Section 5.04 Collection Efforts. The City shall use commercially reasonable efforts to cause each Participating Taxing Entity which levies property taxes on real property in the TIRZ to levy and collect their property taxes due on real property within the TIRZ and to contribute their respective Available Tax Increment towards grants to Developer as set forth under the TIRZ Project Plan, the TIRZ Finance Plan, and this Agreement.

Section 5.05 Project Costs. The City shall promptly consider for approval Developer's request(s) for grants of Project Costs. Grants shall be approved for Project Costs in accordance with this Agreement and with all Applicable Law.

Section 5.06 City Police Powers.

(a) The Developer recognizes the authority of the City under its charter and ordinances to exercise its police powers in accordance with Applicable Law to protect the public health, safety, and welfare.

(b) The City retains all of its sovereign prerogatives and rights under Applicable Law over the Developer's or its General Contractor's construction activities on or at the Phase One Property, and the Developer recognizes the City's authority to take appropriate enforcement action in accordance with Applicable Law to provide such protection. Whenever, in the City's reasonable judgment such action is required, the City shall promptly notify the Developer to resolve the situation.

(c) The City shall in no way be estopped from reasonably withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Project, or be liable for the same.



Section 5.07 No City Responsibility.

(a) The City shall have no responsibility for the cost of planning, design, engineering construction, furnishing/equipping the Project (before, during or after construction) except to the extent of the funding of the Project Costs as set forth in this Agreement.

(b) By performing the functions described in this Agreement, the City shall not, and shall not be deemed to, assume the obligations or responsibilities of the Developer, whose obligations under this Agreement and under Applicable Law shall not be affected by the City's exercise of the functions described in this Agreement. The City's review and/or approval of any plans and specifications is solely for the City's own purposes, and the City does not make any representation or warranty concerning the appropriateness of any such plans and specifications for any other purpose. Developer assumes and shall be responsible for any and all claims arising out of or from the use of any Conceptual Plans and Specifications and the Final Plans and Specifications.

(c) No lawful action taken by the City pursuant to its police powers shall subject the City to any liability under this Agreement, including without limitation, liability for costs incurred by the General Contractor or the Developer, and as between the Developer and the City, any such costs shall be the sole responsibility of the Developer or the General Contractor.

**ARTICLE VI**

**COMPENSATION TO DEVELOPER**

Section 6.01 Tax Increment Reinvestment Zone.

(a) The City shall receive TIRZ Revenues and shall deposit the Available Tax Increment into the TIRZ Fund.

(b) In accordance with the TIRZ Finance Plan, the Available Tax Increment shall be deposited or applied annually beginning with the first TIRZ Revenues generated after the creation of the TIRZ, in accordance with the TIRZ Project Plan and TIRZ Finance Plan.

(c) Subject to the City's review and approval, the Available Tax Increment related to the Project on deposit in the TIRZ Fund will be used to issue grants to Developer for the Project Costs, consistent with the requirements of the Act, the TIRZ Project Plan, TIRZ Finance Plan, and this Agreement.

(d) The funds on deposit in the TIRZ Fund after the expiration of the term set forth for the TIRZ, shall be distributed pursuant to the TIRZ Project Plan and TIRZ Finance Plan or used for any lawful purpose under the Act, as determined by the City.

Section 6.02 Requests for a Grant.

(a) Developer shall submit to the City, not more often than once per month, a request for a grant from the TIRZ Fund for Project Costs.

(b) Prior to submission to the City, Developer shall carefully review and evaluate each Grant Request for accuracy, completeness, and compliance with this Agreement and the terms of the TIRZ Finance Plan and TIRZ Project Plan.

(c) For each Grant Request, Developer shall deliver to the City Representative the following items in a form and format acceptable to the City:

(i) a complete Grant Request Form that includes a summary of all advances by Developer as of the date of Grant Request, together with a summary of all Project Costs incurred to date;

(ii) a report detailing the Developer's progress towards completion of the Project in the preceding year;

(iii) a report detailing Developer's anticipated progress towards completion of the Project in the year to follow;

(iv) a certificate executed by an officer authorized to bind the Developer certifying that Developer has access to adequate equity and financing to complete the Project and satisfy Developer's obligations under this Agreement and set forth in other agreements related to the Project; and

(v) a certificate executed by an officer authorized to bind the Developer certifying that all contractors, subcontractors, laborers, materialmen, architects, engineers and all other parties who have performed work on or furnished materials to-date have been paid in full, together with executed and delivered releases of lien or customary affidavits executed by such contractors and subcontractors.

### Section 6.03 City Review and Approval of Grant Request.

(a) The City shall promptly review each completed Grant Request and, within thirty (30) calendar days of City's receipt of such Grant Request, issue to Developer either (i) a notice that such Grant Request has been approved, together with a statement of the balance of the TIRZ Fund as of the date of such approval (a "**Grant Approval**"), or (ii) a Grant Verification (as defined below).

(b) If the Grant Request appears to the City to include costs not described in the Project Costs or if the City reasonably concludes additional information is required by Section 6.02(c) above, City shall send to Developer notice of such apparent discrepancy or such request for additional information (a "**Grant Verification**"), and Developer will have thirty (30) calendar days to respond to such Grant Verification. The City shall promptly review Developer's response to a Grant Verification and, provided City is reasonably satisfied that Developer has addressed the issues contained within the Grant Verification, City shall, within 30 days of City's receipt of such response, issue to Developer a Grant Approval.

(c) Following City's issuance of a Grant Approval to Developer under Section 6.03(a) or 6.03(b), City shall, within thirty (30) days of the date of such Grant Approval, issue to Developer

payment, subject to Section 6.05, of a grant in the amount of the Project Costs included in the Grant Request.

(d) Failure by Developer to timely respond to a Grant Verification may result in the delay of issuance of a Grant Approval.

(e) The City's obligation to issue a grant to Developer for the Project Costs is expressly conditioned upon (i) receipt by the City of the documentation described in Section 6.02(c) above and (ii) Developer's compliance with the terms and conditions of this Agreement.

Section 6.04 [Intentionally Deleted].

Section 6.05 Insufficient Available Tax Increment.

(a) If the balance of the TIRZ Fund as shown on a Grant Approval is less than an amount sufficient to make grants in full when requested under this Agreement, the City shall issue to Developer payment of grants or partial grants in the order of priority required by the TIRZ Project Plan and the TIRZ Finance Plan as, and if, Available Tax Increment is or becomes available, until no approved grants remain outstanding.

(b) Notwithstanding Section 6.02(a), Developer shall not submit additional Grant Requests more frequently than once annually at any time during which approved grants remain outstanding under Section 6.05(a).

(c) Nothing in this Section shall diminish Developer's obligations under Article III and 7.02(f). Furthermore, nothing in this Section shall diminish Developer's right to receive payment of a grant in respect of Project Costs incurred at any time prior to the date of the Grant Request in which such Project Costs are included.

## ARTICLE VII

### REPRESENTATIONS AND WARRANTIES

Section 7.01 Representations and Warranties of City.

The City makes the following representation and warranty for the benefit of the Developer:

(a) Due Authority; No Conflict. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act). The City has all requisite power and authority to execute this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the City and constitute legal, valid and binding obligations enforceable against the City in accordance with the terms subject to principles of governmental immunity and the enforcement of equitable rights. The consummation by the City of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any of the terms of any agreement or instrument to which the City is a party, or by which the City is bound, or, to the

knowledge of the City, of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(b) Due Authority; No Litigation. No litigation is pending or, to the knowledge of the City, threatened in any court to restrain or enjoin the Project or the City's grant obligations under this Agreement, or otherwise contesting the powers of the City or the authorization of this Agreement or any agreements contemplated herein.

Section 7.02 Representations and Warranties of Developer.

The Developer makes the following representations, warranties and covenants for the benefit of the City:

(a) Due Organization and Ownership. The Developer is a Delaware limited partnership validly existing under the laws of the State of Delaware and is duly qualified to do business in the State of Texas; and that the person executing this Agreement on behalf of it is authorized to enter into this Agreement.

(b) Due Authority: No Conflict. The Developer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the Developer and constitute the Developer's legal, valid and binding obligations enforceable against the Developer in accordance with their terms. The consummation by the Developer of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Developer, or any of the terms of any agreement or instrument to which the Developer is a party, or by which the Developer is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(c) Consents. Except as provided herein, no consent, approval, order or authorization of, or declaration or filing with any governmental authority is required on the part of the Developer in connection with the execution and delivery of this Agreement.

(d) Litigation/Proceedings. To the best knowledge of the Developer, after reasonable inquiry, there are no pending or, to the best knowledge of the Developer, threatened, judicial, municipal or administrative proceedings, consent decree or, judgments which might affect the Developer's ability to consummate the transaction contemplated hereby, nor is there a preliminary or permanent injunction or other order, decree, or ruling issued by a court of competent jurisdiction, or a governmental entity, and there is no statute, rule, regulation, or executive order promulgated or enacted by a governmental entity, that is in effect which restrains, enjoins, prohibits, or otherwise makes illegal the Developer's consummation of the transactions contemplated by this Agreement.

(e) Legal Proceedings. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of the Developer, threatened against or affecting the Developer or Property Owner,

or their respective Affiliates and representatives, which the outcome of which would (a) materially or adversely affect the authority or ability of the Developer to perform its obligations under this Agreement, or (b) have a material and adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

(f) Sufficient Capital and Duty to Complete; No Risk to City. Developer has and shall maintain access to sufficient capital to perform all of its obligations under this Agreement, including under Section 3.09. Developer understands and agrees that, except as provided in this Agreement, any expenditure made by Developer in anticipation of a grant of TIRZ Funds shall not be, nor shall be construed to be, the financial obligations of City and/or the TIRZ Board. Developer bears all risks associated with the Project, including, but not limited to incorrect estimates of tax increment, changes in tax rates or tax collections, changes in law or interpretations thereof, changes in market or economic conditions impacting the Project, changes in interest rates or capital markets, changes in building and development code requirements, changes in City policy, and unanticipated effects covered under legal doctrine of force majeure. Any contribution made by Developer in anticipation of a grant from the TIRZ Fund shall never be an obligation of the general funds of the City but are only obligations of the TIRZ Fund and are subject to limitations herein. Each party understands and agrees that Developer shall ensure the successful completion of all required improvements at no additional cost to the City and/or the TIRZ in accordance with the terms of this Agreement, even after the TIRZ terminates.

Section 7.03 Mutual Representations and Warranties. Each party understands and agrees that certain provisions or requirements of this Agreement may additionally be subject to the execution of certain inter-local agreements for the Project to be executed between the City and any additional Participating Taxing Entities. To the extent such inter-local agreements are necessary, the provisions of this Agreement related to such inter-local agreements shall not be binding on the Parties until such inter-local agreements have been fully executed.

## ARTICLE VIII

### TERMINATION EVENTS

#### Section 8.01 Developer Termination Events.

The Developer may, by written notice to City, terminate this Agreement if:

(a) City commits an Event of Default and fails to cure such Event of Default prior to the later of (i) the expiration of the relevant cure period, or (ii) the Developer exercising its rights under this Section 8.01(a).

(b) Developer receives a final grant, in accordance with the terms of this Agreement, following completion of the Project.

#### Section 8.02 City Termination Events.

The City may, by written notice to Developer, terminate this Agreement if:

(a) Developer commits an Event of Default and fails to cure such Event of Default prior to the later of (i) the expiration of the relevant cure period, or (ii) the City exercising its rights under this Section 8.02(a).

(b) Commencement of Construction has not occurred within one year of the Effective Date of this Agreement.

Section 8.03 City Actions upon Termination.

Upon termination, the Developer shall have no claim or right to any further grants for Project Costs pursuant to this Agreement, except that any Project Costs submitted pursuant to a Grant Request and approved by the City shall still be subject to a grant from available funds in the TIRZ Fund, subject to the terms of this Agreement.

**ARTICLE IX**

**TERM**

This Agreement shall commence on the Effective Date and terminate upon the earlier of: (i) the twenty-fifth (25<sup>th</sup>) anniversary of the Effective Date; (ii) the termination of the TIRZ; or (iii) the date this Agreement is terminated as provided in Article VIII herein.

**ARTICLE X**

**DEFAULT AND REMEDIES**

Section 10.01 Developer Default.

Each of the following events shall be an “Event of Default” by the Developer under this Agreement:

(a) The Developer fails to achieve Completion of Construction by the Outside Project Completion Date.

(b) The Developer fails, with respect to the Project, to pay to the City any permitting fees, review fees, inspection fees, or any other monetary sum hereby required of it as and when the same shall become due and payable.

(c) The Developer fails to maintain (or cause to be maintained) any of the insurance or bonds required by this Agreement.

(d) The Developer fails to abide by the zoning stipulations adopted in Ordinance No. 2023-11-1, as may be amended.

(e) The Developer fails to comply with the Final Plans and Specifications as may be modified.

(f) The Developer fails to comply in any material respect with any term, provision, or covenant of this Agreement.

(g) The Developer fails to maintain access to adequate equity or financing to complete its obligations related to the Project set forth in this Agreement.

(h) The Developer fails to fully comply with its meeting and reporting requirements to the City set forth in Section 3.07 of this Agreement.

(i) The Developer files a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors' rights.

(j) The Developer consents to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors' rights.

(k) The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of 90 consecutive days.

(l) The Developer or any Affiliate fails to timely pay Impositions on property owned by the Developer or any Affiliate within the TIRZ unless such payment is excused by a pending challenge to the Imposition.

(m) Any representation or warranty confirmed or made in this Agreement by the Developer was untrue in any material respect as of the Effective Date.

(n) The Developer fails, prior to the 10th Anniversary of the Effective Date, to enter into a binding agreement with a third-party related to the establishment of a Marquee Feature within the TIRZ.

#### Section 10.02 Notice and Cure Period.

(a) Before any Event of Default under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such Event of Default shall notify, in writing, the Party alleged to have failed to perform the alleged Event of Default and shall demand performance. No breach of this Agreement may be found to have occurred if performance of remedial action has commenced to the reasonable satisfaction of the complaining Party within 30 days of the receipt of such notice (or 15 days for a monetary default), with completion of performance within 90 days (or satisfaction of any monetary default within 60 days).

(b) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed by Force Majeure, the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any such Force Majeure event shall deliver, not later than ten (10) days after the claiming Party becomes aware of the same, written notice of the commencement of any such delay resulting from such Force Majeure event and the duration the Force Majeure event is

reasonably expected to last, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article.

#### Section 10.03 City's Remedies.

(a) Upon the occurrence of any Event of Default by the Developer that remains uncured after the expiration of the applicable cure period, the City may pursue any legal or equitable remedy or remedies, including, specific performance, actual damages, and termination of this Agreement. Termination or non-termination of this Agreement shall not prevent the City from suing the Developer for specific performance, damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. Notwithstanding the foregoing, any claim by the City for specific performance shall be limited to Developer's obligations under Article III, provided the City shall continue to comply with the terms of this Agreement as such terms relate to any obligations the Developer may be required to specifically perform.

(b) If Developer commits an Event of Default hereunder that remains uncured after the expiration of the applicable cure period, then Developer, upon notice from the City, shall promptly repair, restore or correct, or shall cause the General Contractor to promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the Developer to property or facilities of the City during construction of the Project and to reimburse the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary repairs of such damage.

(c) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

(d) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

#### Section 10.04 City Default.

Each of the following events shall be an Event of Default by the City under this Agreement:

(a) The City fails to pay to the Developer any monetary sum required under this Agreement.

(b) The City fails to comply in any material respect with any term, provision or covenant of this Agreement, other than the grant of money.

#### Section 10.05 Developer's Remedies.

(a) Upon the occurrence of any Event of Default by the City that remains uncured after the expiration of the applicable cure period, the Developer may pursue any legal or equitable remedy or remedies, including specific performance (for those actions of the City that are not governmental in nature or otherwise specified to be at the discretion of the City, including the City's zoning and land use legislative authority), and termination of this Agreement; provided,



however the Developer shall have no right to seek consequential damages, special damages, incidental damages, lost profits, or punitive damages. Termination or non-termination of this Agreement upon a City Default shall not prevent the Developer from suing the City for specific performance, damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination.

(b) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

(c) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

#### Section 10.06 Limited Waiver of Immunity.

(a) The City and the Developer hereby acknowledge and agree that if this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended, the City's immunity from suit is waived only as specifically set forth in such statute.

(b) Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the Parties hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

(i) The total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by the City under this Agreement;

(ii) The recovery of damages against the City or the Developer may not include punitive, special, or consequential damages; and

(iii) The Parties may not recover attorney's fees.

#### Section 10.07 Limitation on Damages.

In no event shall any Party have any liability under this Agreement for any exemplary or consequential damages.

#### Section 10.08 Waiver.

Forbearance by the non-defaulting Party to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default by the other Party shall not be deemed or construed to constitute a waiver of such default, except that a cure of the Event of Default during the cure period or before legal proceedings are filed regarding the Event of Default shall preclude subsequent enforcement of remedies for the Event of Default. One or more waivers of a breach of any covenant, term or condition of this Agreement by either Party hereto shall not be construed by the other Party as a waiver of a different or subsequent breach of the same covenant, term or condition. The consent or approval of either Party to or of any act by the other Party of a nature

requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any other subsequent similar act.

## ARTICLE XI

### INSURANCE AND INDEMNIFICATION

#### Section 11.01 Insurance.

With no intent to limit any contractor's liability or obligation for indemnification, the Developer shall maintain, or cause to be maintained, certain insurance, as provided below in full force and effect at all times during construction of the Project and shall require that the City is named as an additional insured under such applicable insurance policies.

(a) With regard to the obligations of this Agreement, the Developer shall obtain and maintain in full force and effect at its expense, or shall cause to be obtained and maintained, the following policies of insurance and coverage:

(i) Commercial general liability insurance insuring the City, contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of activities, occurring on the Phase One Property, of Developer, the contractor, the City and their respective officers, directors, agents, contractors, or employees, in the amount of \$1,000,000 Per Occurrence, \$2,000,000 General Aggregate Bodily Injury and Property Damage, with an AM Best rating of "A". The Developer may procure and maintain, or cause to be procured and maintained, a Master or Controlled Insurance policy to satisfy the requirements of this Section, which may cover properties other than the Phase One Property, so long as the coverage required in this Section is separate;

(ii) Worker's Compensation insurance as required by law;

(iii) Business automobile insurance covering all operations of the contractor pursuant to the Construction Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability with an AM Best rating of "A";

(iv) Professional liability insurance in the amount of \$2,000,000 with an AM Best rating of "A";

(v) Umbrella liability insurance in the amount of \$3,000,000 with an AM Best rating of "A";

(vi) Pollution liability insurance in the amount of \$5,000,000 with an AM Best rating of "A";

(vii) To the extent available, the Commercial General Liability, Worker's Compensation, Business Auto and Excess Liability Insurance policies required under this

Agreement shall be endorsed to provide that the insurer waives all rights of subrogation against the City;

(viii) Each policy of insurance with the exception of Worker's Compensation and professional liability shall be endorsed to include the City (including its former, current, and future officers, directors, agents, and employees, but only with respect to the time of such individuals' employment by the City) as additional insureds;

(ix) Each policy with the exception of Worker's Compensation and professional liability, shall be endorsed to provide the City sixty (60) days' written notice prior to any cancellation, termination or material change of coverage; and

(x) The Developer shall deliver to the City the policies, copies of policy endorsements, or certificates of insurance evidencing the required insurance coverage before the Commencement of Construction, and within sixty (60) days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of premium. On every date of renewal of the required insurance policies, Developer shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Developer shall within ten (10) business days after written request provide the City with the Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the certificates of insurance and the policy endorsements (including copies of any such insurance policies) to the City is a condition precedent to the grant of any amounts to the Developer by the City.

#### Section 11.02 Carriers.

All policies of insurance required to be obtained, or caused to be obtained, by the Developer pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and as reasonably approved by City, and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage or self-insurance maintained by the City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the applicable insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

#### Section 11.03 INDEMNIFICATION.

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, THE TIRZ, THE TIRZ BOARD, AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS (COLLECTIVELY, "**LIABILITIES**"), FOR WHICH RECOVERY OF DAMAGES, FINES, OR

PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, GENERAL CONTRACTOR, SUBCONTRACTORS, AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE DEVELOPER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER APPLICABLE LAW.

DEVELOPER, AT ITS OWN EXPENSE, IS EXPRESSLY REQUIRED TO DEFEND CITY AND INDEMNIFY CITY AGAINST ALL LIABILITIES AND COSTS INCURRED IN RELATION TO LIABILITIES (WHETHER OR NOT THE CITY IS A PARTY). CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER, AT ITS OWN EXPENSE, SHALL RETAIN DEFENSE COUNSEL (SAID COUNSEL SHALL BE SUBJECT TO CITY'S APPROVAL) WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL SATISFACTORY TO CITY WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

## **ARTICLE XII**

### **GENERAL PROVISIONS**

#### Section 12.01 Notices.

Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as may be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

To the City:                   Attn: Mark D. Israelson  
  City Manager  
  1520 Avenue K  
  Plano, TX 75074

With a copy to:                Attn: City Attorney  
  City of Plano  
  1520 Avenue K  
  Plano, TX 75074

To the Developer:             Attn: Legal Department, Real Estate  
  300 Crescent Court, Suite 700  
  Dallas, Texas 75201

With a copy to:                Attn: Sam Megally  
  K&L Gates LLP  
  1717 Main Street, Suite 2800  
  Dallas, Texas 75201

Section 12.02 Assignment.

(a) Except for assumption of this Agreement in whole and not in part by a Permitted Developer Assignee, the Developer is prohibited from assigning this Agreement without the prior written consent of the City Representative, which consent will not be unreasonably conditioned, delayed, or withheld. Notwithstanding the foregoing, the assignment of this Agreement by the Developer, whether with or without the City's consent, shall not be effective and binding on the City unless and until a copy of the document signed by the assignor and assignee in which the assignee has agreed to assume all of the assignor's rights and obligations under this Agreement has been received by the City.

(b) Notwithstanding anything in this Agreement to the contrary, in no event shall this Agreement be assigned to an individual or entity (i) involved in a threatened or pending lawsuit against the City or TIRZ Board or (ii) that has been charged with or convicted of a felony.

(c) No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment.

(d) No assignment by Developer shall release, minimize, or otherwise impact the obligations of any guarantor set forth in a completion or other third-party guarantee.

(e) The Developer may collaterally assign its rights to any receivables or revenues due pursuant to this Agreement, the TIRZ Project Plan, and the TIRZ Finance Plan, to a third party lender without the consent of, but upon written notice to the City; provided, however:

(i) the City shall not be required to make grants to more than one party as a result of such assignment;

(ii) the City shall not be required to acknowledge the receipt of any such collateral assignment by the Developer; however, the City agrees to work in good faith with Developer to reasonably facilitate any consent requirements imposed upon Developer by a third party lender;

(iii) to the extent the City acknowledges Developer's collateral assignment rights described in this Section, such acknowledgment does not evidence the City's agreement, acceptance or acknowledgment of the content of the assignment documents or any rights accruing thereunder; it is solely an acknowledgment of receipt of the notice via mail, express mail or email; and

(iv) Developer's collateral assignment rights do not bind or obligate the City or TIRZ Board in any way; the City and TIRZ Board are not and shall not become a party to or a participant in any third-party financing obtained by Developer as a result of Developer's exercise of the collateral assignment rights described in this Section.

Section 12.03 Table of Contents; Titles and Headings.

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 12.04 Entire Agreement; Amendment.

This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement. This Agreement may only be amended by a written agreement executed by all Parties. The City Representative is authorized on behalf of the City to execute any amendments hereto and any instruments or other agreements related hereto to effectuate the intent of this Agreement.

Section 12.05 Time.

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 12.06 Counterparts.

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

Section 12.07 Severability; Waiver.

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this

Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 12.08 No Reliance and No Third-Party Obligation. This Agreement is entered into solely between the Parties. Except for authorized assignees permitted pursuant to Section 12.02 herein, no other person or entity shall have any rights or obligations under this Agreement, and no third party shall be entitled to rely on any provision contained herein. Any representations, warranties, or statements made in connection with this Agreement are strictly limited to the Parties involved and do not extend to any other individual or organization, other than an assignee authorized pursuant to Section 12.02.

Section 12.09 Notice of Assignment. Subject to Section 12.02 herein, the requirements set forth below shall apply in the event that the Developer sells, assigns, transfers or otherwise conveys the Phase One Property or any part thereof and/or any of its rights, benefits or obligations under this Agreement. Developer must provide the following:

- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;
- (b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance;
- (d) the notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment, transfer or other conveyance.

Section 12.10 Independence of Action.

It is understood and agreed by and among the Parties that each Party is acting independently regarding the Parties' satisfaction of the terms and conditions of this Agreement, and the City assumes no responsibility or liability to any third parties in connection to the Developer's obligations hereunder.

Section 12.11 Limited Recourse.

No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City, no officers or non-elected officials of the City,

and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 12.12 Recitals and Exhibits.

All Recitals and Exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 12.13 Survival of Covenants.

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 12.14 No Acceleration.

All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 12.15 Conditions Precedent.

To the extent applicable, this Agreement is expressly subject to, and the obligations of the Parties are conditioned upon, the dedication of the Available Tax Increment as set forth herein.

Section 12.16 Governing Law.

The Agreement shall be governed by the laws of the State of Texas without regard to any choice of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 12.17 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 12.18 Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, the City has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign, and official immunity, which would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.

Section 12.19 Vested Rights/Chapter 245 Waiver. The Parties shall be subject to all ordinances of the City, whether now existing or arising in the future. This Agreement shall confer no vested rights on the Phase One Property, or any portion thereof. The Developer acknowledges and agrees that this Agreement does not confer vested rights on the Phase One Property and does not provide to the City “fair notice” of any “project” as defined in Chapter 245 of the Texas Local Government Code. In addition, nothing contained in this Agreement shall constitute a “permit” or an application for a “permit” as defined in Chapter 245 of the Texas Local Government Code.



The Developer hereby releases and discharges the City, its officers, agents, contractors, consultants, and employees from all claims, demands, and causes of action which could be alleged relating to or arising out of a vested rights under Chapter 245 Texas Local Government Code or other laws in connection with this Agreement. This Section shall survive termination of this Agreement.

Section 12.20 No Boycott of Israel Verification. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable federal law. As used in the foregoing verification, ‘boycott Israel,’ a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 12.21 Sanctioned Countries Representation. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted under the following Divestment Statute Lists: “Scrutinized Companies with ties to Foreign Terrorist Organizations,” “Scrutinized Companies with ties to Iran,” or “Scrutinized Companies with ties to Sudan” of such officer’s Internet website that are available at:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

Section 12.22 No Discrimination Against Energy Companies Verification. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session (“**SB 13**”)), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies,” a term defined in Section 2274.001(1), Texas Government Code (as enacted by SB 13) by reference to Section 809.001, Texas Government Code (also as enacted by SB 13), shall mean, without an ordinary business

purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

Section 12.23 No Discrimination Against Firearm Entities and Firearm Trade Associations Verification. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session (“**SB 19**”)), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law.

As used in the foregoing verification and the following definitions,

(a) ‘discriminate against a firearm entity or firearm trade association,’ a term defined in Section 2274.001(3), Texas Government Code (as enacted by SB 19), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association,

(b) ‘firearm entity,’ a term defined in Section 2274.001(6), Texas Government Code (as enacted by SB 19), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by SB 19, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by SB 19, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by SB 19, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a

sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

(c) ‘firearm trade association,’ a term defined in Section 2274.001(7), Texas Government Code (as enacted by SB 19), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

Section 12.24 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The City Manager, or designee, is authorized to execute any amendments to this Agreement and any instruments related hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed as of the last of the dates indicated by the signature below, which shall be deemed to the Effective Date of this Agreement for all purposes.

**CITY OF PLANO**

By: \_\_\_\_\_  
Name:  
Title: City Manager  
Date:

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

[SIGNATURES CONTINUE ON NEXT PAGE]

**Developer:**

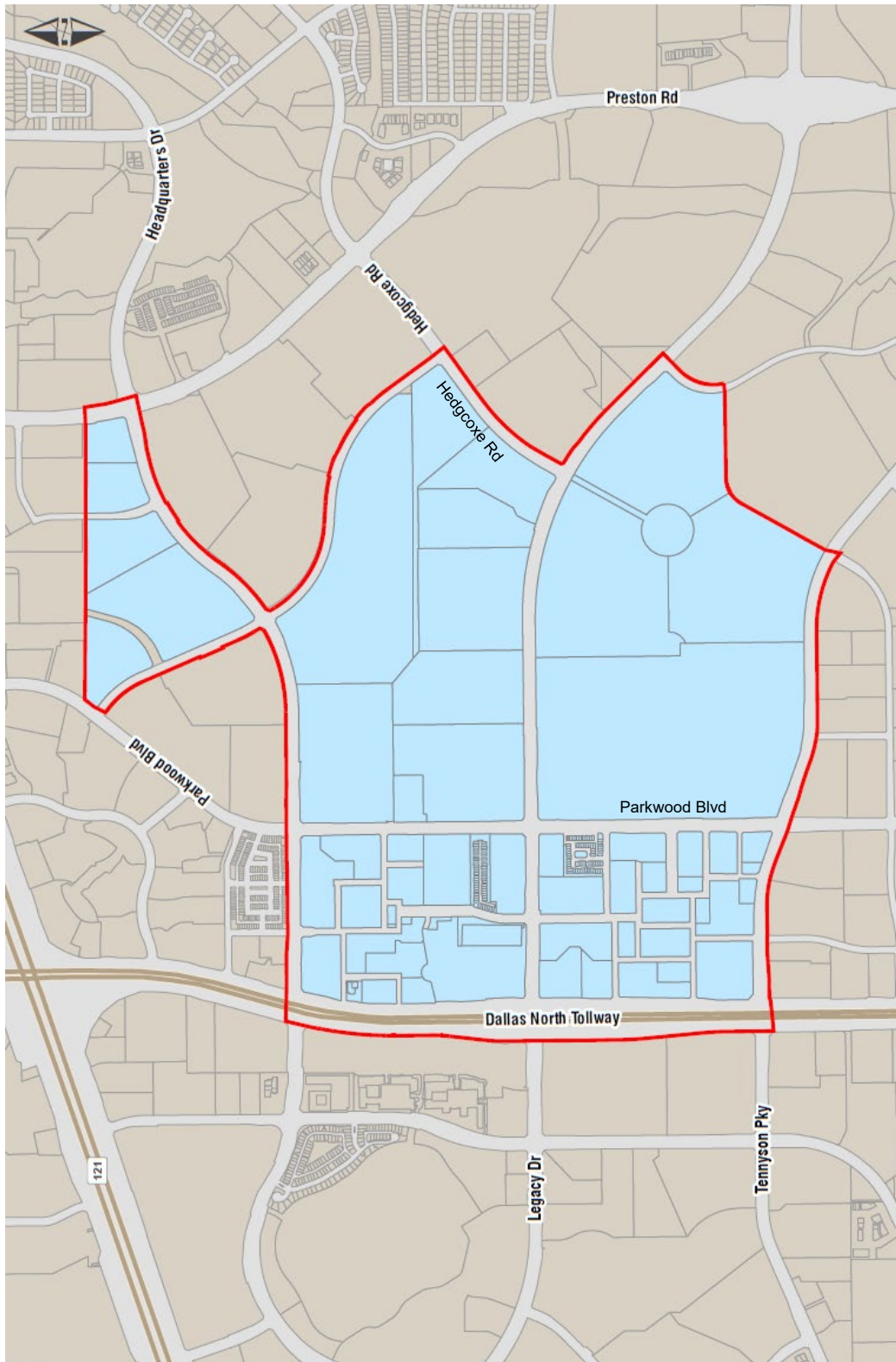
**NEXPOINT DEVELOPMENT  
COMPANY, LP**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

Exhibit A

Description of TIRZ Property

# EXHIBIT A – MAP AND PARCEL IDENTIFICATION



Property ID
356224
2097528
2116704
2116705
2116749
2116750
2133348
2133349
2504340
2506024
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2544026
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2556904
2556905
2556907
2557311
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Property ID
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2676759
2685688
2691488
2703987
2710070
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2710073
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Exhibit A-1

Exhibit A-1 – Description of Project

# City of Plano Development Agreement - Exhibit A

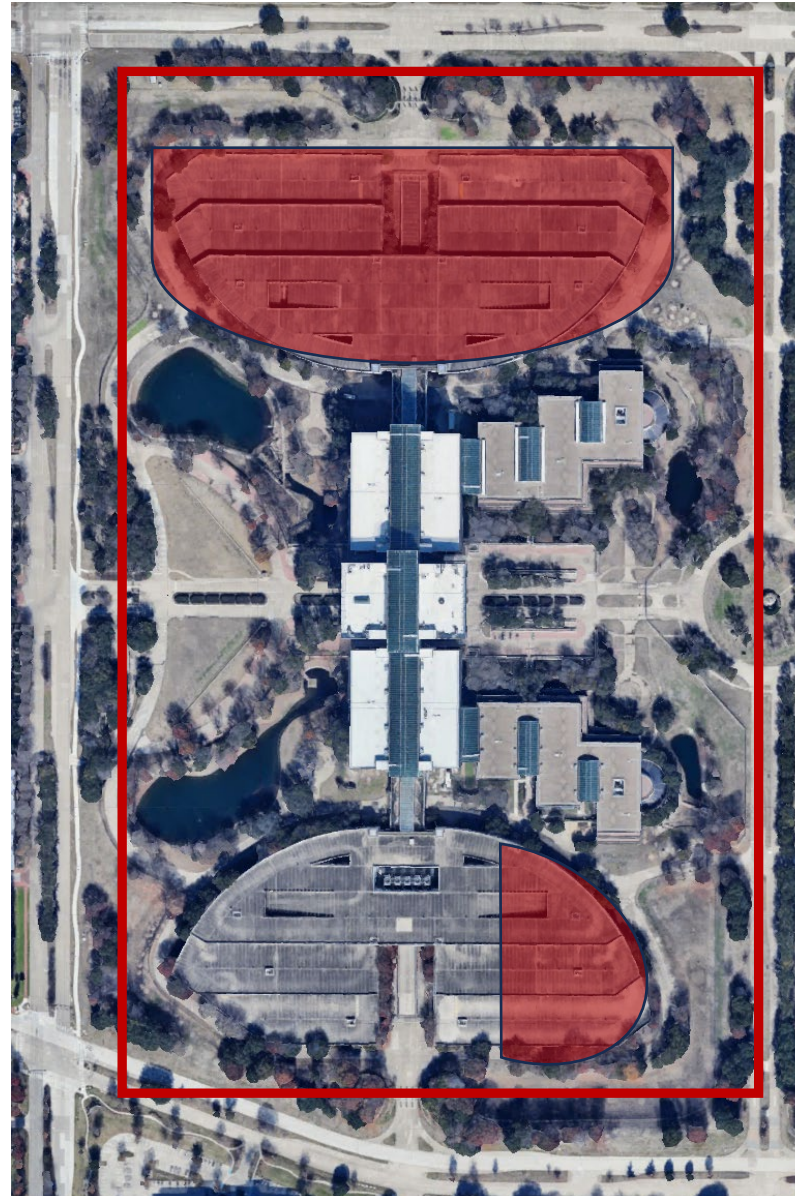
May 7, 2024

The Project is the following undertakings:

1. New Manufacturing Building (M1)  
New construction of a 200,000 square foot manufacturing shell designed to accommodate the Food and Drug Administration (FDA) requirement for certified Good Manufacturing Practices (cGMP)
2. Central Utility Plant (CUP)  
New construction of a Central Utility Plant to provide utility service to M1 and upgrade services in the existing H1 and H2 office buildings
3. South Garage Improvements  
Demolition and infill of the current, existing CUP. Modernization of the garage lighting, ventilation, circulation, way finding, and striping
4. North Garage Demolition & Site Preparation  
Demolition of the site fence and North Garage. Site work preparing for future phase(s)



## Demolition Plan



## Phase 1 Plan



Boundary of Phase 1

Exhibit B

Grant Request Form

## GRANT REQUEST FORM

Economic Development Agreement (the "Agreement") between NexPoint Development Company, LP ("Developer") and the City of Plano, Texas ("City"), dated [            ]

To the City Manager:

Developer has incurred Project Costs associated with the Project that are eligible for a grant under the Agreement and hereby requests, pursuant to Section 6.02 of the Agreement, a grant in the amount of such costs totaling \_\_\_\_\_. Developer submits the following documentation and information in connection with this request.

1. Certificates for payment, invoices, or bills with respect to Project Costs incurred and proof of payment of such costs
2. A summary of all advances by Developer with respect to the Project
3. A summary of all Project Costs incurred
4. A report detailing Developer's progress towards completion of the Project in the preceding year
5. A report detailing Developer's anticipated progress towards completion of the Project in the year to follow
6. A certificate executed by an officer authorized to bind the Developer certifying that Developer has access to adequate equity and financing to complete the Project and satisfy Developer's obligations under the Agreement and set forth in other agreements related to the Project
7. A certificate executed by an officer authorized to bind the Developer certifying that all contractors, subcontractors, laborers, materialmen, architects, engineers and all other parties who have performed work on or furnished materials to-date have been paid in full all undisputed amounts due, together with executed and delivered conditional releases of lien or customary affidavits executed by such contractors and subcontractors

Capitalized terms not otherwise defined in this request have the meaning assigned to them in the Agreement.

Signed: \_\_\_\_\_  
                    Authorized Representative for Developer

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Exhibit C

Status Report Form

**STATUS REPORT FORM**

Economic Development Agreement (the “Agreement”) between NexPoint Development Company, LP (“Developer”) and the City of Plano, Texas (“City”), dated [            ]

To the City Manager:

Following the City’s request on [DATE], Developer hereby provides this Status Report Form and the following information:

1. A summary of all advances by Developer with respect to the Project
2. A summary of all Project Costs incurred
3. A report detailing Developer’s progress towards completion of the Project in the preceding year
4. A report detailing Developer’s anticipated progress towards completion of the Project in the year to follow
5. A certificate executed by an officer authorized to bind the Developer certifying that Developer has access to adequate equity and financing to complete the Project and satisfy Developer's obligations under the Agreement and set forth in other agreements related to the Project
6. A certificate executed by an officer authorized to bind the Developer certifying that all contractors, subcontractors, laborers, materialmen, architects, engineers and all other parties who have performed work on or furnished materials to-date have been paid in full all undisputed amounts due, together with executed and delivered conditional releases of lien or customary affidavits executed by such contractors and subcontractors

Capitalized terms not otherwise defined in this report have the meaning assigned to them in the Agreement.

Signed: \_\_\_\_\_  
Authorized Representative for Developer

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Exhibit D

Project Costs



### Project Costs

<b>Project Element</b>	<b>Projected Cost</b>
Demolition of North Garage	\$ 2,977,388
Modifications to South Garage	\$ 17,467,341
Central Utility Plant	\$ 23,819,101
Southeast Manufacturing Building	\$ 56,371,872
Sitework (Various Locations)	\$ 33,743,726
Campus Power Infrastructure	\$ 1,488,694
<b>Total Phase 1</b>	<b>\$ 135,868,121</b>

Exhibit E

Construction Schedule

	2024					2025												2026											
	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December
Design	Masterplan Resubmittal																												
	Preliminary Site Plan																												
	Building Permit																												
Construction	Award, Bidding, and Mobilization																												
	Long Lead Equipment Procurement																												
	N. Garage Demo; Additional Demo; Site Work																												
						Modifications to S. Garage																							
						Construction of SE Manufacturing Shell																							
																		Central Utility Plant and Campus Power Upgrades											
																		Cert. of Occ. for SE Manufacturing Shell											
																		Expected Tenant Improvements and Cert. of Occ. For T.I. (provided for informational purposes only; not part of Project)											

\* Timelines indicate approximate dates by which described design and construction activities will begin and be complete. Activities may begin or be completed sooner; Developer is not required to submit for approval an updated Construction Schedule if activities begin or are completed earlier than indicated.

Exhibit F

Conceptual Plans and Specifications

## APPROACH 1 – TILT UP FACADE

Tilt-Up Concrete provides a textured backdrop for the Glass and Wood Entries

