

**NOTICE OF SPECIAL JOINT TOMBALL EDC AND TOMBALL B&TP
PROPERTY OWNERS ASSOCIATION INC. MEETING**



**Tuesday, November 09, 2021
5:30 PM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, November 09, 2021 at 5:30 PM, City Hall, 401 Market Street, Tomball, TX 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball Economic Development Corporation reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

MEETING AGENDA AND AGENDA PACKET ARE POSTED ONLINE AT: <https://tomballtx.gov/Archive.aspx?AMID=38>; A RECORDING OF THE MEETING WILL BE MADE AND WILL BE AVAILABLE TO THE PUBLIC IN ACCORDANCE WITH THE OPEN MEETINGS ACT UPON WRITTEN REQUEST.

- A. Call to Order
- B. Invocation
- C. Pledges
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*
- E. Reports and Announcements
 - 1. Engineer update on Persimmon Road/Medical Complex Drive Extension Project.

Reports by TEDC Staff:

- 1. Tomball Business & Technology Park – Ranked Among Top 10 in United States – *Business Facilities, 17th Annual Rankings Report.*

**Special Joint Tomball EDC and Tomball B&TP Property Owners Association Inc.
Meeting**

November 09, 2021 | Agenda

Page 2 of 5

- 2. *“Regions and Neighborhoods: Small-Town Charm with Big City Amenities in Tomball”* – Highlight Publication by Greater Houston Partnership.
- 3. Tomball EDC Sponsored the Greater Tomball Area Chamber of Commerce’s First Friday Luncheon on September 3, 2021. Speaker Patrick Jankowski gave an Economic Outlook presentation.
- 4. Milestone years for the TEDC Leadership:

 Kelly Violette, Executive Director - 10 Years at Tomball Economic Development Corporation

 Tiffani Wooten, Assistant Director – 20 Years in Economic Development

 Both were recognized at the September 3, 2021 GTACC First Friday Luncheon by Local, State, and Federal representatives.
- 5. Tomball Together Hospitality Mix & Mingle Event hosted in partnership with the Greater Tomball Area Chamber of Commerce – September 21, 2021.
- 6. International Economic Development Council Excellence in Economic Development Awards.

F. Approval of Minutes

- 7. Regular Tomball EDC Meeting of July 13, 2021.
- 8. Special Joint Tomball EDC and Tomball City Council Meeting of August 16, 2021.

G. New Business

- 9. Consideration and possible action by the Tomball B&TP Property Owners Association Board of Directors to approve an amendment to the Declaration of Covenants, Restrictions and Conditions for the Tomball Business and Technology Park to change the Property Owners Association Assessment Calculation and Due Date.
- 10. Consideration and possible action by the Tomball B&TP Property Owners Association Board of Directors to approve the 2021-2022 Tomball B&TP POA Budget.
- 11. Presentation by Jessica Rogers, Assistant City Manager, regarding the Tomball EDC 2020-2021 Fiscal Year End financial statements.

**Special Joint Tomball EDC and Tomball B&TP Property Owners Association Inc.
Meeting**

November 09, 2021 | Agenda

Page 3 of 5

- [12.](#) Presentation by Aaron Farmer, President, The Retail Coach, regarding the Tomball Retail Market.
- [13.](#) Presentation by Brian Summers, Senior Property Manager Industrial, Colliers International regarding the South Live Oak Business Park.
- [14.](#) Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Silver Accounting Group, LLC, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1431 Graham Drive, Suite 150, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$8,236.00.

- Public Hearing
- [15.](#) Consideration and possible action by Tomball EDC regarding a Project Agreement with the Friends of Tomball Community Library under Section 505.158 of the Development Corporation Act.

- Public Hearing
- [16.](#) Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with GK Hospitality Development, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a 6,530 square foot commercial facility generally located near the northwest corner of SH 249 and FM 2920 Road, Tomball, Texas 77377. The estimated amount of expenditures for such Project is \$107,500.00.

- Public Hearing
- [17.](#) Consideration and possible action by Tomball EDC to approve an amendment to the Commercial Real Estate Listing Agreement with Colliers International for the sale of EDC owned property in the Tomball Business and Technology Park.
- [18.](#) Consideration and possible action by Tomball EDC to approve an amendment to Exclusive Representation Agreement with Colliers International for real estate services related to the acquisition of property within the city limits of or ETJ of Tomball.
- [19.](#) EXECUTIVE SESSION: The Tomball Economic Development Corporation Board will meet in Executive Session as authorized by Title 5, Chapter 551,

**Special Joint Tomball EDC and Tomball B&TP Property Owners Association Inc.
Meeting**

November 09, 2021 | Agenda

Page 4 of 5

Texas Government Code, The Texas Open Meetings Act, for the following purpose:

- Section 551.072, - Deliberations regarding real property: Deliberate the purchase, exchange, sale, lease, or value of real property.
- Section 551.087, - Deliberation regarding Economic Development negotiations.

20. Reconvene into regular session and take action, if necessary, on items discussed in Executive Session.

21. Consideration and possible action by Tomball EDC to ratify approval of a commercial real estate contract – unimproved property between the Corporation as Seller and KTB Properties as purchaser and authorize the execution of contracts and documentation by the EDC Executive Director relating to approximately 2.5 gross acres of land identified as Lot 9 of the Tomball Business and Technology Park Lot 9 Replat Subdivision.

22. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Techsico to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the relocation and development of a 20,000 square foot office/warehouse facility to be located on Lot 9 of the Tomball Business and Technology Park. The estimated amount of expenditures for such Project is \$20,529.00.

- Public Hearing

23. Consideration and possible action by Tomball EDC to ratify approval of a commercial real estate contract – unimproved property between the Corporation as Seller and Billiard Factory, Inc and/or assigns, as purchaser and authorize the execution of contracts and documentation by the EDC Executive Director relating to approximately 4.8226 gross acres of land, identified as Lot 3 on the Final Plat of the Tomball Business & Technology Park.

24. Consideration and possible action by Tomball EDC to approve, a Resolution of which the caption reads:

“A RESOLUTION OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION PROVIDING THE TIME AND PLACE OF THE REGULAR MEETINGS OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION IN THE CITY OF TOMBALL, TEXAS FOR THE YEAR 2022.”

25. TEDC Quarterly update on 2021-2022 Strategic Work Plan.

H. Adjournment

C E R T I F I C A T I O N

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 5th day of NOVEMBER 2021 by 5:30 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kelly Violette
Executive Director

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information.

AGENDAS MAY BE VIEWED ONLINE AT www.ci.tomball.tx.us.

Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

Engineer update on Persimmon Road/Medical Complex Drive Extension Project.

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed	_____	Approved by	_____
	Staff Member-TEDC		Executive Director-TEDC
	Date		Date

Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

Tomball Business & Technology Park – Ranked Among Top 10 in United States – *Business Facilities, 17th Annual Rankings Report.*

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

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	Staff Member-TEDC		Executive Director-TEDC
	Date		Date

TOMBALL

ECONOMIC DEVELOPMENT CORPORATION

NEWS RELEASE**Contact: Ross Winkler (832-689-8031)****Tomball Business & Technology Park Ranked Among Top Ten in United States**

TOMBALL, TEXAS (July 28, 2021) – The Tomball Business & Technology Park, operated by the Tomball Economic Development Corporation (TEDC), was named one of the best industrial parks in the country. *Business Facilities*, in its 17th Annual Rankings Report, ranked the Tomball Business & Technology Park the 10th best industrial park in the United States.

“The TEDC’s vision has been to create an environment where businesses grow and thrive. It is an honor to receive this recognition from Business Facilities, which validates the vision and hard work of everyone involved with the Park,” said Kelly Violette, TEDC Executive Director.

Business Facilities’ industrial park rankings are based on size, growth potential, recent expansions, and unique assets, such as water resources, on-site utilities, and residential developments for industrial park employees.

The 99.5-acre Tomball Business & Technology Park is fully served with all utilities, provides off-site detention, and is minutes from Tomball’s major highways. The master-planned and deed-restricted light industrial park utilizes flexible lot sizes and competitive pricing to stand out. The park and other economic growth in Tomball has helped drive residential development in Tomball, with more than 2,200 homesites planned or under construction.

Several projects in the Tomball Business & Technology Park highlight the recent success. JDR Cable Systems, a subsea power cable company, recently opened their U.S. headquarters in the Park and eCommerce jewelry company, Kinsley Armelle, decided to make the Tomball Business & Technology Park its corporate headquarters. Paradigm Brewing is currently constructing a brewery and restaurant inside the Park, with plans to be open by the end of 2021.

Business Facilities is a national publication that has been the leading location source for corporate site selectors and economic development professionals for more than 50 years. The full 17th Annual Rankings Report can be found [here](#).

About the Tomball Economic Development Corporation

The mission of the Tomball Economic Development Corporation is to promote economic development in the City of Tomball through the attraction of new business and industry and the retention of existing businesses by providing the resources that enable and advance the general well-being of the community.

Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

“Regions and Neighborhoods: Small-Town Charm with Big City Amenities in Tomball” – Highlight Publication by Greater Houston Partnership.

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

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If no, funds will be transferred from account # _____ To account # _____

Signed _____	Approved by _____
Staff Member-TEDC _____	Executive Director-TEDC _____
Date _____	Date _____

Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

Tomball EDC Sponsored the Greater Tomball Area Chamber of Commerce's First Friday Luncheon on September 3, 2021. Speaker Patrick Jankowski gave an Economic Outlook presentation.

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

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Yes: _____ No: _____ If yes, specify Account Number: # _____

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Signed	_____	Approved by	_____
	Staff Member-TEDC		Executive Director-TEDC
	Date		Date

Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

Milestone years for the TEDC Leadership:

Kelly Violette, Executive Director - 10 Years at Tomball Economic Development Corporation

Tiffani Wooten, Assistant Director – 20 Years in Economic Development

Both were recognized at the September 3, 2021 GTACC First Friday Luncheon by Local, State, and Federal representatives.

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

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Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____

Staff Member-TEDC

Date

Approved by _____

Executive Director-TEDC

Date

Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

Tomball Together Hospitality Mix & Mingle Event hosted in partnership with the Greater Tomball Area Chamber of Commerce – September 21, 2021.

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

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If no, funds will be transferred from account # _____ To account # _____

Signed	_____	Approved by	_____
	Staff Member-TEDC		Executive Director-TEDC
	Date		Date

Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

International Economic Development Council Excellence in Economic Development Awards

Background:

Silver Award – 2019-2020 Annual Report

Bronze Award – TEDC Quarterly Newsletter

Origination: Kelly Violette, Executive Director

Recommendation:

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____

Staff Member-TEDC

Date _____

Approved by _____

Executive Director-TEDC

Date _____

Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

Regular Tomball EDC Meeting of July 13, 2021.

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

Approval of the Minutes for the Meeting of July 13, 2021.

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____

Staff Member-TEDC

Date

Approved by _____

Executive Director-TEDC

Date

**NOTICE OF REGULAR TOMBALL ECONOMIC DEVELOPMENT
CORPORATION MEETING**



**Tuesday, July 13, 2021
5:30 PM**

Notice is hereby given of a meeting of the Tomball Economic Development Corporation, to be held on Tuesday, July 13, 2021 at 5:30 PM, City Hall, 401 Market Street, Tomball, TX 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball Economic Development Corporation reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

IN ACCORDANCE WITH ORDER OF THE OFFICE OF THE GOVERNOR ISSUED MARCH 16, 2020, THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION, WILL CONDUCT THE MEETING SCHEDULED FOR JULY 13, 2021, 5:30 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. IN ORDER TO ADVANCE THE PUBLIC HEALTH GOAL OF LIMITING FACE-TO-FACE MEETINGS (ALSO CALLED "SOCIAL DISTANCING") TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19), THERE WILL BE LIMITED PUBLIC ACCESS TO THE LOCATION DESCRIBED ABOVE. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT: [HTTPS://TOMBALLTX.GOV/ARCHIVE.ASPX?AMID=38](https://tomballtx.gov/archive.aspx?amid=38); A RECORDING OF THE MEETING WILL BE MADE AND WILL BE AVAILABLE TO THE PUBLIC IN ACCORDANCE WITH THE OPEN MEETINGS ACT UPON WRITTEN REQUEST.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 346 248 7799 US (Houston); +1 253 215 8782 US; +1 301 715 8592 US; and enter **Meeting ID: 866 0471 5631 and #**. The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

A. Call to Order

President Fagan called the meeting to order at 5:32 p.m.

PRESENT

President Gretchen Fagan

Vice-President Steven Vaughan
Secretary Bill Sumner (via Zoom)
Member Clete Jaeger
Member Chad Degges
Member Randy Parr

ABSENT
Treasurer Richard Bruce

OTHERS PRESENT

Kelly Violette
Tiffani Wooten
Tori Gleason
Tom Condon
Kyle Bertrand
Glenn Windsor
Kaela Olson (via Zoom)
Minesh Bhakta
Andrew Brockenbush
Steve San Filippo
Jonathan Hoffmaister
Cliff Repka

B. Invocation

Board Member Degges led the invocation.

C. Pledges

Kelly Violette led the pledge of allegiance to both flags.

D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*

President Fagan opened public comments at 5:34 p.m. No comments were received. Public comments were closed at 5:35 p.m.

E. Reports and Announcements

1. Engineer update on Persimmon Road/Medical Complex Drive Extension Project.

No update given.

F. Reports by TEDC Staff:

Kelly Violette provided an overview of the following:

1. Tomball Job Fair – July 19, 2021
2. Trade & Industry Development – “Who’s Who: An Industry Leadership/Economic Development Professional Spotlight”

G. Approval of Minutes

Motion made by Member Degges, Seconded by Member Jaeger to approve the minutes as mentioned above.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Member Jaeger, Member Degges, Member Parr.

The motion carried unanimously.

3. Special Tomball EDC Meeting of May 11, 2021.
4. Regular Tomball EDC Meeting of May 11, 2021.
5. Special Joint Tomball EDC and Tomball City Council Meeting of June 7, 2021.

H. New Business

6. Presentation by Glenn Windsor, Finance Director, regarding the Tomball EDC 2020-2021 Fiscal Year financial statements.
7. Election of Officers: President, Vice President, Secretary, Treasurer.

Motion made by Secretary Sumner, Seconded by Member Jaeger.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Member Jaeger, Member Degges, Member Parr.

President: Gretchen Fagan

Vice President: Steven Vaughan

Secretary: Bill Sumner

Treasurer: Richard Bruce

The motion carried unanimously.

8. Consideration and possible action by Tomball EDC to approve a request by Shri Vinayak LLC for a one-year extension of time in order to complete the construction of a Days Inn & Suites Hotel to be located at 15525 FM 2920 Road, Tomball, Texas.

Motion made by Member Degges, Seconded by Member Parr.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Member Jaeger, Member Degges, Member Parr.

The motion carried unanimously.

9. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Jonah's Movers, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a 23,000 square foot office/warehouse facility to be located at 0 Theis Lane, Tomball, Texas. The estimated amount of expenditures for such Project is \$26,925.00.

- Public Hearing

President Fagan opened the public hearing at 5:57 p.m. No comments were received. Public hearing was closed at 5:57 p.m.

Motion made by Vice-President Vaughan, Seconded by Member Jaeger.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Member Jaeger, Member Degges, Member Parr.

The motion carried unanimously.

10. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Beefy Marketing, LLC, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 994 Village Square Drive, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$6,000.00.

- Public Hearing

President Fagan opened the public hearing at 5:59 p.m. No comments were received. Public hearing was closed at 5:59 p.m.

Motion made by Member Jaeger, Seconded by Member Degges.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Member Jaeger, Member Degges, Member Parr.

The motion carried unanimously.

11. Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Dicar, Inc. to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the development of a corporate headquarters facility on approximately 5.0 acres of land, located at 0 Hufsmith-Kohrville Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$71,181.00.

- Public Hearing

President Fagan opened the public hearing at 6:04 p.m. No comments were received. Public hearing was closed at 6:04 p.m.

Motion made by Member Degges, Seconded by Member Parr.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Member Jaeger, Member Degges, Member Parr.

The motion carried unanimously.

12. Consideration and possible action by Tomball EDC to ratify approval of a real estate contract and the expenditure of funds to acquire Lots 31 and 32, block 70 (unimproved Green Street), Tomball, Texas 77375.

Motion made by Member Degges, Seconded by Member Jaeger.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Member Jaeger, Member Degges, Member Parr.

The motion carried unanimously.

13. TEDC Quarterly update on 2021-2022 Strategic Work Plan.

Kelly Violette provided an update.

Presentation item only; no Board action required.

14. The Tomball EDC will enter into a workshop session to discuss the proposed Fiscal Year 2021-2022 TEDC Budget.

Workshop Session only; no Board action required.

15. EXECUTIVE SESSION: The Tomball Economic Development Corporation Board will meet in Executive Session as authorized by Title 5, Chapter 551, Texas Government Code, The Texas Open Meetings Act, for the following purpose:

- Section 551.072, - Deliberations regarding real property: Deliberate the purchase, exchange, sale, lease, or value of real property.

- Section 551.087, - Deliberation regarding Economic Development negotiations.

- Section 551.074, - To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: the Executive Director and Staff.

The Tomball Economic Development Corporation Board recessed at 6:31 p.m.

16. Reconvene into regular session and take action, if necessary, on items discussed in Executive Session.

The Tomball Economic Development Corporation Board reconvened at 7:42 p.m.

17. Consideration and possible action by Tomball EDC to approve the Tomball Economic Development Corporation Fiscal Year 2021-2022 Budget.

- Public Hearing

President Fagan opened the public hearing at 7:42 p.m. No comments were received. Public hearing was closed at 7:42 p.m.

Motion made by Member Parr, Seconded by Secretary Sumner.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Member Jaeger, Member Degges, Member Parr.

The motion carried unanimously.

I. Adjournment

Motion made by Secretary Sumner, Seconded by Member Degges to adjourn the meeting at 7:44 p.m.

Voting Yea: President Fagan, Vice-President Vaughan, Secretary Sumner, Member Jaeger, Member Degges, Member Parr.

The motion carried unanimously.

C E R T I F I C A T I O N

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 9th day of JULY 2021 by 5:30 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kelly Violette
Executive Director

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information.

AGENDAS MAY BE VIEWED ONLINE AT www.ci.tomball.tx.us.

PASSED AND APPROVED this the 9th day of November 2021.

President, Tomball EDC Board

Secretary, Tomball EDC Board

Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

Special Joint Tomball EDC and Tomball City Council Meeting of August 16, 2021.

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

Approval of the Minutes for the Meeting of August 16, 2021.

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

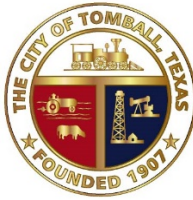
Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed	_____	Approved by	_____
	Staff Member-TEDC		Executive Director-TEDC
	Date		Date

MINUTES OF JOINT MEETING OF THE TOMBALL CITY COUNCIL AND TOMBALL ECONOMIC DEVELOPMENT CORPORATION



**Monday, August 16, 2021
5:00 PM**

- A. Mayor/TEDC President Fagan called the Special Joint meeting of the Tomball City Council and the Tomball Economic Development Corporation to order at 5:00 p.m.

PRESENT:

Mayor/TEDC President Gretchen Fagan
Council 1 John Ford
Council 2 Mark Stoll
Council 3/TEDC Board Member Chad Degges
Council 4 Derek Townsend, Sr.
Council 5 Lori Klein Quinn
TEDC Board Member Clete Jaeger
TEDC Board Member Randall Parr

OTHERS PRESENT:

City Manager – David Esquivel
Interim Assistant City Manager/Police Chief – Jeff Bert
City Secretary – Doris Speer
Director of Public Works – Beth Jones
Marketing Director – Mike Baxter
Finance Director – Glenn Windsor
Assistant City Secretary – Tracy Garcia
CSO Administrative Assistant – Sasha Luna
Executive Director-TEDC – Kelly Violette
Administrative Assistant-TEDC – Tori Gleason

- B. No public comments were received.

Joint Meeting of the Tomball City Council and Tomball Economic Development Corporation

August 16, 2021 | Minutes

Page 2 of 2

Item 8.

C. New Business

1. The Tomball Economic Development Corporation and the Tomball City Council will enter into a Workshop Session regarding the Tomball Economic Development Corporation Budget for Fiscal Year 2021-2022

No action necessary.

- D. Motion made by Council 1 Ford, Seconded by Council 4 Townsend, Sr., to adjourn the meeting.

Motion carried unanimously.

Meeting adjourned at 5:12 p.m.

PASSED AND APPROVED this the 9th day of November 2021.

President, Tomball EDC Board

Secretary, Tomball EDC Board

Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

Consideration and possible action by the Tomball B&TP Property Owners Association Board of Directors to approve an amendment to the Declaration of Covenants, Restrictions and Conditions for the Tomball Business and Technology Park to change the Property Owners Association Assessment Calculation and Due Date.

Background:

Warren Buehler with First Service Residential will present proposed changes to the Covenants, Restrictions and Conditions for the Tomball Business and Technology Park.

The proposed amendments include changing the annual assessment due date from January 1st of each year to October 1st to coincide with the fiscal year. In addition, the amendment will propose a change to the annual assessment from a flat fee for all owners to an assessment rate based on the square footage of each property. This change is also incorporated into the proposed budget for 10/1/21-9/30/22.

Origination: Warren Buehler, Senior Portfolio Manager, FirstService Residential

Recommendation:

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____	Approved by _____
Staff Member-TEDC _____	Executive Director-TEDC _____
Date _____	Date _____

TOMBALL B&TP POA
PROPOSED 20-21 BUDGET
ASSESSMENT CALCULATIONS

40208				
24,818.27			ASSESSMENT	PERCENT
YEAR	OPERATING	RESERVE	RATE	INCREASE
20-21	50.00000	0.00000	50.000000	N. A.
21-22	0.011271648	0.00000	0.011272	N. A.

CAD #	LOT #	UNIT #	ACRES	SQ. FT.	OWNER	ASSESSED SQ. FT.	OPERATING ASSESSMENTS	RESERVE ASSESSMENTS	Total ASSESSMENTS
	3	0003	4.80	210,072	Tomball EDC - 0 S Persimmon	210,072	0.00	0.00	0.00
	5	0002	16.78	730,832	HOELSCHER EXCHANGE 2018 LLC - 2400 S. Persimmon	730,832	8,237.68	0.00	8,237.68
	16	0004	4.65	202,759	CCJ Collaborations 0 S. Persimmon	202,759	2,285.43	0.00	2,285.43
	4A	0014	1.70	76,162	Tomball EDC	76,162	0.00	0.00	0.00
	4B	0013	4.94	214,990	Packers Plus Energy Services (USA) Inc.	214,990	2,423.29	0.00	2,423.29
	8	0001	18.28	796,475	Tomball EDC	796,475	0.00	0.00	0.00
	10	0006	4.00	174,284	Dkota Invest. Inc. (Bimbo Bakery) 2211 S. Persimmon	174,284	1,964.47	0.00	1,964.47
	11	0007	2.76	120,361	PDGL - 0 Spell Circle	120,361	1,356.67	0.00	1,356.67
	12	0008	2.87	125,196	Nickson Tomball Industrial 21235 Spell Circle	125,196	1,411.16	0.00	1,411.16
	13	0009	2.90	127,857	Nickson Tomball Industrial 21255 Spell Circle	127,857	1,441.16	0.00	1,441.16
	14	0010	6.104	265,895	Nickson Tomball Industrial 21250/21560 Spell Circle	265,895	2,997.07	0.00	2,997.07
	15	0011	3.92	170,733	Tomball EDC - 0 Spell Circle	170,733	0.00	0.00	0.00
	2	0012	5.50	239,658	Suez - 21222 Spell Circle	239,658	2,701.34	0.00	2,701.34
	9	0005	2.52	109,802	Tomball EDC - 0 S Persimmon	109,802	0.00	0.00	0.00
TOTALS			81.73120	3,565,076		3,565,075.80	24,818.27	0.00	24,818.27

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS
FOR
THE TOMBALL BUSINESS & TECHNOLOGY PARK**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Tomball Economic Development caused an instrument entitled Declaration of Covenants, Restrictions and Conditions for The Tomball Business & Technology Park (the "Declaration") to be recorded under Clerk's File No. 20150134790 of the Official Public Records of Real Property of Harris County, Texas, which Declaration imposes various covenants, conditions, restrictions, easements, liens and charges on the following real property:

Lots 2, 3, 4, and 5 of Tomball Business and Technology Park Final Plat filed April 9, 2013 as recorded in Film Code No. 653006 of the Map Records of Harris County, Texas ("Property"); and

WHEREAS, Article X, Section B of the Declaration entitled "Amendment" provides that the Declaration may be amended only by a document duly executed and acknowledged by the Owners owning, in the aggregate, at least a majority of the gross acreage contained within the Property;

WHEREAS, the Owners owning, in the aggregate, at least a majority of the gross acreage contained within the Property, as evidenced by the Consents attached hereto and incorporated fully herein by reference, have approved the amendment to the Declaration as set forth in this First Amendment to the Declaration.

NOW, THEREFORE, the following provisions of the Restrictions are amended as set forth below:

The second paragraph of Article IX entitled "Assessments" is hereby amended to read as follows:

Regular assessments are levied by the Board annually to fund the anticipated operating and maintenance expenses of the Property Owners Association. The amount of the regular assessment is based on the square footage of each Lot and it may be changed annually, as determined by the Board. Written notice of the regular assessment will be sent to every Owner at least thirty (30) days before its effective date. Regular assessments will be collected annually in advance, payable on the first day of October, and on the same day of each succeeding year.

Except as amended herein, all provisions in the Restrictions, as previously amended or supplemented, remain in full force and effect.

Capitalized terms used herein have the same meanings as that ascribed to them in the Restrictions and Bylaws, unless otherwise indicated.

CERTIFICATION

I hereby certify that I am the duly elected, qualified and acting President of the Association and this First Amendment to the Declaration of Covenants, Restrictions, and Conditions for The Tomball Business & Technology Park was approved by the Owners owning, in the aggregate, at least a majority of the gross acreage contained within the Property, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

**TOMBALL B&TP PROPERTY OWNERS ASSOCIATION,
INC.**

By: _____

Printed: _____

Its: President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this _____ day of _____, 20____, personally appeared _____, as President of Tomball B&TP Property Owners Association, Inc., known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity herein expressed.

Notary Public in and for the State of Texas

**CONSENT TO
"FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND
COVENANTS FOR THE TOMBALL BUSINESS & TECHNOLOGY PARK"**

By my/our signature(s), as representative(s) of all of the owners of the Property listed below in accordance with Article X, Section B of the Declaration, I/we do hereby approve the "First Amendment to the Declaration of Covenants, Restrictions and Condition for The Tomball Business & Technology Park to which this Consent is attached;

Signature

Printed Name of Owner

Date

Signature

Printed Name of Owner

Date

Tomball B&TP Property Address ("Property")

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity herein expressed.

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.

Notary Public in and for the State of Texas

DECLARANT APPROVAL

In accordance with Article X, Section B of the Declaration, Declarant, Tomball Economic Development Corporation does hereby approve the "First Amendment to the Declaration of Covenants, Restrictions and Condition for The Tomball Business & Technology Park to which this Approval is attached.

Executed this the _____ day of _____, 2021.

**TOMBALL ECONOMIC DEVELOPMENT
CORPORATION**

By: _____

Print Name: _____

Print Title: _____

STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2021, by _____, as _____ of Tomball Economic Development Corporation, on behalf of such corporation.

Notary Public – State of Texas

CITY OF TOMBALL APPROVAL

In accordance with Article X, Section B of the Declaration, City of Tomball does hereby approve the "First Amendment to the Declaration of Covenants, Restrictions and Condition for The Tomball Business & Technology Park to which this Approval is attached.

Executed this the _____ day of _____, 2021.

CITY OF TOMBALL

By: _____

Print Name: _____

Print Title: _____

STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2021, by _____, as _____ of City of Tomball, on behalf of such corporation.

Notary Public – State of Texas

Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

Consideration and possible action by the Tomball B&TP Property Owners Association Board of Directors to approve the 2021-2022 Tomball B&TP POA Budget.

Background:

The Tomball B&TP Property Owners Association exercises the powers and duties necessary for the administration, management, and enforcement of the Covenants, Conditions, and Restrictions (CC&R's) of the Tomball Business & Technology Park.

The membership of the Property Owners Association, its duties and powers are detailed in the Bylaws adopted on November 17, 2015. The Bylaws require the POA to prepare an annual association budget of expected revenues and proposed expenditures for the next ensuing fiscal year.

The proposed 2021-2022 Budget shows expected income from assessments to be \$24,818.00, based upon a proposed amendment to change the annual assessment from a flat fee of \$50/lot to an assessment rate based on the square footage of each property. The TEDC ("developer") contribution is proposed to be \$53,946, which covers the landscape maintenance contract.

Origination: Warren Buehler, Senior Portfolio Manager, FirstService Residential

Recommendation: Staff recommends approval of the 2021-2022 TB&TP POA Budget.

Party(ies) responsible for placing this item on agenda:

Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____

If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____

To account # _____

Signed _____

Staff Member-TEDC

Date _____

Approved by _____

Executive Director-TEDC

Date _____

TOMBALL B&TP PROPERTY OWNERS ASSOCIATION

Proposed FY 2021-2022 Budget

October 1, 2021 to September 30, 2022

Option 3

6

	GL Code	FY 20/21 Budget	6/30/21 Actuals	9/30/21 Year- End Projected	FY 21/22 Proposed	
Beginning Fund Balance		\$ -	\$ 7,382.74	\$ 531.00	\$ -	
Income						
Assessments (Based on Sq. Ft.)	40000-020	\$ 450	\$ 319	\$ 450	\$ 24,818	
Developer Contribution	42000-020	\$ 41,719	\$ 20,000	\$ 20,000	\$ 53,946	
Total Income		\$ 42,169	\$ 20,319	\$ 20,450	\$ 78,764	
Expenses						
Administrative Expenses	51400-050	\$ 90	\$ -	\$ -	\$ 45	
Federal/FranchiseTax Return	52400-000	\$ 450	\$ 200	\$ 200	\$ 450	Only did State Franchise in 20/21 FY
Electricity	57000-000	\$ 31	\$ 229	\$ 458	\$ 481	Project 5% increase over year-end projected
Insurance	60000-000	\$ 6,078	\$ 883	\$ 3,532	\$ 3,532	Coverage for assets not included (2/25/21-2/25/02)
Legal	61200-000	\$ 950	\$ -	\$ 500	\$ 926	Attorney Fees for Amendments/Consultations
Management Fee	62000-000	\$ 15,600	\$ 9,100	\$ 13,000	\$ 15,600	\$1,300 per month per contact starting 1/1/21
Landscape Contract	60800-010	\$ 16,020	\$ -	\$ -	\$ 45,600	42 times common/20 times 1.8 acres
Landscape - Acreage Mowing	60800-190	\$ -	\$ -	\$ -	\$ 9,000	Mowing 1.8 acres 20 times per year at \$450 per mow
Landscape Replacements	60800-110	\$ 900	\$ -	\$ -	\$ 1,080	
Landscape Irrigation Repairs	60800-060	\$ 500	\$ -	\$ -	\$ 500	Based on 2020-2021 Budget
Maintenance & Repairs	61800-100	\$ 500	\$ -	\$ 500	\$ 500	Based on 2020-2021 Projected
Office Supplies - Copies	64000-000	\$ 80	\$ 41	\$ 82	\$ 80	Copies/Scans/Postage
Water	69400-000	\$ 970	\$ -	\$ 300	\$ 970	Based on 2020-2021 Budget
Reserve Contribution	66300-000	\$ -	\$ -	\$ -	\$ -	Will consider a contribution in 2022-2023 fiscal year
Total expenses		\$ 42,169	\$ 10,453	\$ 18,572	\$ 78,764	
Excess of income over expenses		\$ -		\$ 1,878.00	\$ 0	
Ending Fund Balance		\$ -		\$ 2,409.00	\$ 0	

TOMBALL B&TP POA
PROPOSED 20-21 BUDGET
ASSESSMENT CALCULATIONS

40208				
24,818.27			ASSESSMENT	PERCENT
YEAR	OPERATING	RESERVE	RATE	INCREASE
20-21	50.00000	0.00000	50.000000	N. A.
21-22	0.011271648	0.00000	0.011272	N. A.

CAD #	LOT #	UNIT #	ACRES	SQ. FT.	OWNER	ASSESSED SQ. FT.	OPERATING ASSESSMENTS	RESERVE ASSESSMENTS	Total ASSESSMENTS
	3	0003	4.80	210,072	Tomball EDC - 0 S Persimmon	210,072	0.00	0.00	0.00
	5	0002	16.78	730,832	HOELSCHER EXCHANGE 2018 LLC - 2400 S. Persimmon	730,832	8,237.68	0.00	8,237.68
	16	0004	4.65	202,759	CCJ Collaborations 0 S. Persimmon	202,759	2,285.43	0.00	2,285.43
	4A	0014	1.70	76,162	Tomball EDC	76,162	0.00	0.00	0.00
	4B	0013	4.94	214,990	Packers Plus Energy Services (USA) Inc.	214,990	2,423.29	0.00	2,423.29
	8	0001	18.28	796,475	Tomball EDC	796,475	0.00	0.00	0.00
	10	0006	4.00	174,284	Dkota Invest. Inc. (Bimbo Bakery) 2211 S. Persimmon	174,284	1,964.47	0.00	1,964.47
	11	0007	2.76	120,361	PDGL - 0 Spell Circle	120,361	1,356.67	0.00	1,356.67
	12	0008	2.87	125,196	Nickson Tomball Industrial 21235 Spell Circle	125,196	1,411.16	0.00	1,411.16
	13	0009	2.90	127,857	Nickson Tomball Industrial 21255 Spell Circle	127,857	1,441.16	0.00	1,441.16
	14	0010	6.104	265,895	Nickson Tomball Industrial 21250/21560 Spell Circle	265,895	2,997.07	0.00	2,997.07
	15	0011	3.92	170,733	Tomball EDC - 0 Spell Circle	170,733	0.00	0.00	0.00
	2	0012	5.50	239,658	Suez - 21222 Spell Circle	239,658	2,701.34	0.00	2,701.34
	9	0005	2.52	109,802	Tomball EDC - 0 S Persimmon	109,802	0.00	0.00	0.00
TOTALS			81.73120	3,565,076		3,565,075.80	24,818.27	0.00	24,818.27

Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

Presentation by Jessica Rogers, Assistant City Manager, regarding the Tomball EDC 2020-2021 Fiscal Year End financial statements.

Background:

- Standard Balance Sheet
- Comparison Balance Sheet
- Profit & Loss to Actual
- Comparison Profit & Loss
- Active Project Grants
- Analysis of Project Grants
- Quarterly Investment Report
- Business Improvement Grants Overview

Origination: Jessica Rogers, Assistant City Manager

Recommendation: Presentation item only.

Party(ies) responsible for placing this item on agenda:

Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?



TEDC- COMP BS
06302021 07082021.

Yes: _____ No: _____ If yes, specify Account Number: # _____
 If no, funds will be transferred from # _____ To account # _____
 account _____

Signed _____ Approved by _____
 Staff Member-TEDC Date _____ Executive Director- Date _____
 TEDC

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION
MEMORANDUM**

TO: BOARD OF DIRECTORS

FROM: JESSICA ROGERS, ASSISTANT CITY MANAGER/INTERIM FINANCE DIRECTOR

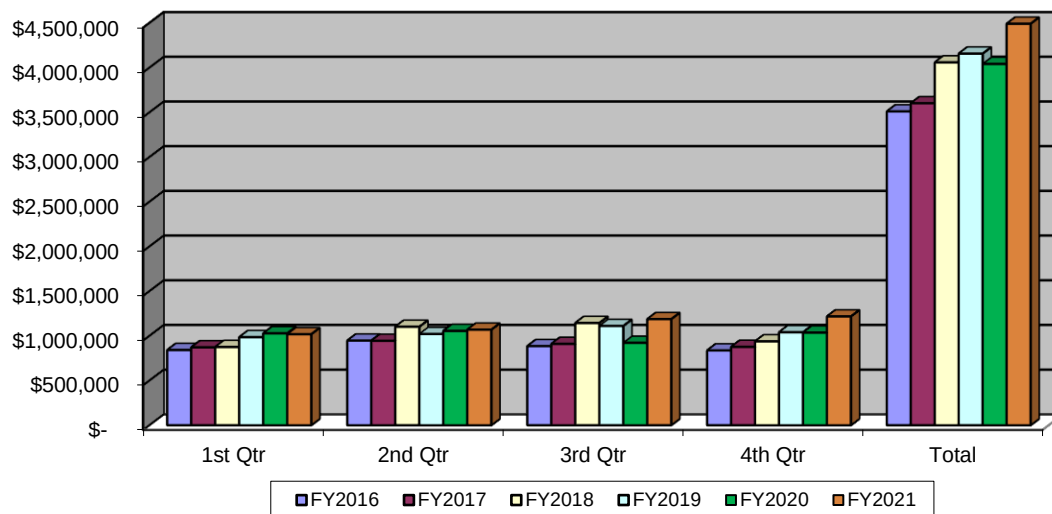
SUBJECT: FINANCIAL INFORMATION FOR THE QUARTER ENDING September 30, 2021

DATE: November 4, 2021

Attached is the unaudited financial information for the quarter ending September 30, 2021 for the Tomball Economic Development Corporation.

Total revenues for the quarter were \$1,217,064 versus an anticipated \$1,051,375. Sales tax revenues for the quarter were \$1,124,046 or \$61,546 more than the budgeted amount of \$962,500. Investment income was \$93,018 which was \$5,518 more than expected for the quarter. For the fiscal year, sales tax revenues are up 11.12% percent over the previous year on the accrual basis.

Sales Tax Revenues



Total administrative expenses for the quarter were \$148,051 which was slightly over budget for the quarter. Expenses related to travel and training, legal fees, office expenses and computer expenses were less than budgeted. Indirect Economic Development costs for the quarter were \$86,653 compared to \$180,000 budgeted for the period.

A schedule is being provided to assist the Director and the Board in the tracking of the commitments of the TEDC. As Project Grants are added and prior commitments paid, the remaining amount will be calculated and the "Board Approved Grants" section of the Fund Balance (Equity) portion of the balance sheet is adjusted. At September 30, 2021, the TEDC had outstanding commitments for Board Approved Grants of \$1,838,470.

Also included is the 4-page Quarterly Investment Report which identifies the investments in which TEDC funds have been placed along with maturity information. At September 30, 2021, TEDC's cash and cash equivalents totaled over \$9.3 million. Additionally, TEDC held securities with a total market value at September 30, 2021 of \$ 9,506,259.

Tomball Economic Development Corporation

Balance Sheet

As of September 30, 2021

Item 11.

	Sep 30, 21
ASSETS	
Current Assets	
Checking/Savings	
Wells Fargo, checking	339,695.61
TexasCLASS	976,099.22
TexPool	8,007,604.12
Total Checking/Savings	9,323,398.95
Accounts Receivable	
Accounts Receivable	702,479.34
Total Accounts Receivable	702,479.34
Other Current Assets	
Investment Securities	9,506,258.99
Total Other Current Assets	9,506,258.99
Total Current Assets	19,532,137.28
Fixed Assets	
Buildings and Improvements	
Accumulated Depreciation	-104,057.00
Buildings and Improvements - Other	4,162,267.57
Total Buildings and Improvements	4,058,210.57
Business Park Infrastructure	2,626,144.05
Land	1,977,831.83
Total Fixed Assets	8,662,186.45
TOTAL ASSETS	28,194,323.73
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	186,405.46
Total Accounts Payable	186,405.46
Total Current Liabilities	186,405.46
Total Liabilities	186,405.46
Equity	
Fund Balance	
Assigned Fund Balance	68,814.64
Board Approved Grants	1,838,469.75
Fund Balance - Other	25,933,788.57
Total Fund Balance	27,841,072.96
Retained Earnings	-428,931.00
Net Income	595,776.31
Total Equity	28,007,918.27
TOTAL LIABILITIES & EQUITY	28,194,323.73

Tomball Economic Development Corporation
Balance Sheet Prev Year Comparison
As of September 30, 2021

	Sep 30, 21	Sep 30, 20	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
Wells Fargo, checking	339,695.61	155,580.87	184,114.74
TexasCLASS	976,099.22	975,131.23	967.99
TexPool	8,007,604.12	7,847,194.60	160,409.52
Total Checking/Savings	9,323,398.95	8,977,906.70	345,492.25
Accounts Receivable			
Accounts Receivable	702,479.34	690,196.95	12,282.39
Total Accounts Receivable	702,479.34	690,196.95	12,282.39
Other Current Assets			
Investment Securities	9,506,258.99	9,327,556.05	178,702.94
Total Other Current Assets	9,506,258.99	9,327,556.05	178,702.94
Total Current Assets	19,532,137.28	18,995,659.70	536,477.58
Fixed Assets			
Buildings and Improvements			
Accumulated Depreciation	-104,057.00	-104,057.00	0.00
Buildings and Improvements - Other	4,162,267.57	4,162,267.57	0.00
Total Buildings and Improvements	4,058,210.57	4,058,210.57	0.00
Business Park Infrastructure	2,626,144.05	2,626,144.05	0.00
Land	1,977,831.83	1,977,831.83	0.00
Total Fixed Assets	8,662,186.45	8,662,186.45	0.00
TOTAL ASSETS	28,194,323.73	27,657,846.15	536,477.58
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	186,405.46	245,704.19	-59,298.73
Total Accounts Payable	186,405.46	245,704.19	-59,298.73
Total Current Liabilities	186,405.46	245,704.19	-59,298.73
Total Liabilities	186,405.46	245,704.19	-59,298.73

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11/04/21

Accrual Basis

Tomball Economic Development Corporation
Balance Sheet Prev Year Comparison
As of September 30, 2021

Item 11.

	Sep 30, 21	Sep 30, 20	\$ Change
Equity			
Fund Balance			
Assigned Fund Balance	68,814.64	68,814.64	0.00
Board Approved Grants	1,838,469.75	1,948,502.65	-110,032.90
Fund Balance - Other	25,933,788.57	23,226,549.71	2,707,238.86
Total Fund Balance	27,841,072.96	25,243,867.00	2,597,205.96
Retained Earnings	-428,931.00	0.00	-428,931.00
Net Income	595,776.31	2,168,274.96	-1,572,498.65
Total Equity	28,007,918.27	27,412,141.96	595,776.31
TOTAL LIABILITIES & EQUITY	28,194,323.73	27,657,846.15	536,477.58

1:21 PM

11/04/21

Accrual Basis

Tomball Economic Development Corporation
Profit & Loss Budget vs. Actual
October 2020 through September 2021

Item 11.

	Oct '20 - Sep 21	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
Miscellaneous	12,282.39		
Sales of Business Park Property	662,746.75	0.00	662,746.75
Grants	16,000.00	5,500.00	10,500.00
Sales Tax	4,316,056.91	3,850,000.00	466,056.91
Interest	352,380.83	350,000.00	2,380.83
Total Income	5,359,466.88	4,205,500.00	1,153,966.88
Gross Profit	5,359,466.88	4,205,500.00	1,153,966.88
Expense			
Administrative Expenditures			
Salaries and Benefits			
Wages- Full-Time	0.00	42,058.00	-42,058.00
Overtime	0.00	3,024.00	-3,024.00
Benefits-Admin. Asst.	19,242.49	18,529.00	713.49
Wages-Admin. Asst.	45,245.84		
Salary-Executive Director	128,661.57	129,332.00	-670.43
Salary- Assistant Director	87,290.61	86,405.00	885.61
Benefits-Executive Director	52,959.47	45,693.00	7,266.47
Benefits- Assistant Director	56,971.66	45,972.00	10,999.66
Total Salaries and Benefits	390,371.64	371,013.00	19,358.64
Other Personnel Expenditures			
Auto Allowance-Assistant Dir	1,200.00	1,200.00	0.00
Phone Allowance- Assistant Dir	900.00	900.00	0.00
Phone Allow.-Exec. Dir.	900.00	900.00	0.00
Auto Allowance-Exec. Director	7,200.00	7,200.00	0.00
Dues and Subscriptions	7,532.39	9,000.00	-1,467.61
Seminar/Conference Registration	9,871.00	18,000.00	-8,129.00
Travel and Training	1,875.90	30,000.00	-28,124.10
Local Travel Expense	236.06	400.00	-163.94
Total Other Personnel Expenditures	29,715.35	67,600.00	-37,884.65
Service and Supply Expenditures			
Insurance	9,847.14	18,000.00	-8,152.86
Contract Administrative Service	25,000.00	25,000.00	0.00
Bank Charges & Postage	3,016.62	1,000.00	2,016.62
Computer Equip. and Maint.	5,823.29	5,000.00	823.29
Communications Services	3,631.92	4,500.00	-868.08
Legal Fees	31,995.50	30,000.00	1,995.50

1:21 PM

11/04/21

Accrual Basis

Tomball Economic Development Corporation
Profit & Loss Budget vs. Actual
October 2020 through September 2021

Item 11.

	Oct '20 - Sep 21	Budget	\$ Over Budget
Lease Expense-GTACC	24,573.55	37,000.00	-12,426.45
Office Supplies	2,163.23	10,000.00	-7,836.77
Total Service and Supply Expenditures	106,051.25	130,500.00	-24,448.75
Total Administrative Expenditures	526,138.24	569,113.00	-42,974.76
Indirect Economic Development			
Economic Impact Model License	4,428.00	4,430.00	-2.00
Promotional Items	1,159.55	6,500.00	-5,340.45
Printing	5,403.97	6,500.00	-1,096.03
Event Sponsorships	24,027.78	29,000.00	-4,972.22
Chamber Guide	8,354.00	8,400.00	-46.00
Area Street Maps	3,875.00	3,875.00	0.00
Marketing	80,150.00	87,000.00	-6,850.00
Website and GIS	36,299.00	36,000.00	299.00
Professional Services	186,969.69	520,000.00	-333,030.31
Miscellaneous	80,681.70	15,000.00	65,681.70
Total Indirect Economic Development	431,348.69	716,705.00	-285,356.31
City Debt Service			
Medical Complex/Persimmon	222,222.00	222,222.00	0.00
Business Park Infrastructure	467,306.25	535,663.00	-68,356.75
Southside Utility Ext.(2/15/22)	370,000.00	370,000.00	0.00
Total City Debt Service	1,059,528.25	1,127,885.00	-68,356.75
Grants, Loans & Other Exp.			
Old Town Facade Grants- Prior Y	38,782.50	130,000.00	-91,217.50
Old Town Facade Grants- Current	0.00	250,000.00	-250,000.00
Businesss Park Expenses	81,162.12	775,000.00	-693,837.88
Sales Tax Reimb.Grants (380)	50,139.36	50,000.00	139.36
Business Imp. Grants- Prior Yr.	67,000.13	215,300.00	-148,299.87
Business Imp. Grants- Curr. Yr.	62,078.46	350,000.00	-287,921.54
Project Grants	210,157.75	2,500,000.00	-2,289,842.25
Property Acquisition	1,972,739.93	2,500,000.00	-527,260.07
Total Grants, Loans & Other Exp.	2,482,060.25	6,770,300.00	-4,288,239.75
Total Expense	4,499,075.43	9,184,003.00	-4,684,927.57
Net Ordinary Income	860,391.45	-4,978,503.00	5,838,894.45

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11/04/21

Accrual Basis

Tomball Economic Development Corporation
Profit & Loss Budget vs. Actual
October 2020 through September 2021

Item 11.

	Oct '20 - Sep 21	Budget	\$ Over Budget
Other Income/Expense			
Other Income			
Other Income			
Unrealized Gains/Losses on Inv.	-264,615.14		
Total Other Income	-264,615.14		
Total Other Income	-264,615.14		
Net Other Income	-264,615.14		
Net Income	595,776.31	-4,978,503.00	5,574,279.31

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11/04/21

Accrual Basis

Tomball Economic Development Corporation
Profit & Loss Prev Year Comparison
October 2020 through September 2021

Item 11.

	Oct '20 - Sep 21	Oct '19 - Sep 20	\$ Change
Ordinary Income/Expense			
Income			
Miscellaneous	12,282.39	0.00	12,282.39
Uncategorized Income	0.00	0.00	0.00
Sales of Business Park Property	662,746.75	408,504.03	254,242.72
Grants	16,000.00	0.00	16,000.00
Sales Tax	4,316,056.91	4,064,894.33	251,162.58
Interest	352,380.83	426,876.14	-74,495.31
Total Income	5,359,466.88	4,900,274.50	459,192.38
Gross Profit	5,359,466.88	4,900,274.50	459,192.38
Expense			
Administrative Expenditures			
Salaries and Benefits			
Benefits-Admin. Asst.	19,242.49	14,115.08	5,127.41
Wages-Admin. Asst.	45,245.84	42,332.69	2,913.15
Salary-Executive Director	128,661.57	128,198.74	462.83
Salary- Assistant Director	87,290.61	85,644.18	1,646.43
Benefits-Executive Director	52,959.47	47,515.38	5,444.09
Benefits- Assistant Director	56,971.66	53,319.87	3,651.79
Total Salaries and Benefits	390,371.64	371,125.94	19,245.70
Other Personnel Expenditures			
Auto Allowance-Assistant Dir	1,200.00	1,200.00	0.00
Phone Allowance- Assistant Dir	900.00	900.00	0.00
Phone Allow.-Exec. Dir.	900.00	900.00	0.00
Auto Allowance-Exec.Director	7,200.00	7,200.00	0.00
Dues and Subscriptions	7,532.39	9,482.43	-1,950.04
Seminar/Conference Registration	9,871.00	2,927.75	6,943.25
Travel and Training	1,875.90	11,726.83	-9,850.93
Local Travel Expense	236.06	135.14	100.92
Total Other Personnel Expenditures	29,715.35	34,472.15	-4,756.80
Service and Supply Expenditures			
Insurance	9,847.14	3,143.70	6,703.44
Contract Administrative Service	25,000.00	25,000.00	0.00
Bank Charges & Postage	3,016.62	1,919.53	1,097.09
Computer Equip. and Maint.	5,823.29	4,249.08	1,574.21
Communications Services	3,631.92	3,639.35	-7.43
Legal Fees	31,995.50	31,914.50	81.00

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11/04/21

Accrual Basis

Tomball Economic Development Corporation
Profit & Loss Prev Year Comparison
October 2020 through September 2021

Item 11.

	Oct '20 - Sep 21	Oct '19 - Sep 20	\$ Change
Lease Expense-GTACC	24,573.55	25,628.90	-1,055.35
Office Supplies	2,163.23	3,556.82	-1,393.59
Total Service and Supply Expenditures	106,051.25	99,051.88	6,999.37
Total Administrative Expenditures	526,138.24	504,649.97	21,488.27
Indirect Economic Development			
Economic Impact Model License	4,428.00	4,299.00	129.00
Promotional Items	1,159.55	6,514.62	-5,355.07
Printing	5,403.97	6,915.25	-1,511.28
Event Sponsorships	24,027.78	6,000.00	18,027.78
Chamber Guide	8,354.00	8,354.00	0.00
Area Street Maps	3,875.00	0.00	3,875.00
Marketing	80,150.00	90,768.37	-10,618.37
Website and GIS	36,299.00	31,899.00	4,400.00
Professional Services	186,969.69	207,309.99	-20,340.30
Miscellaneous	80,681.70	70,775.50	9,906.20
Indirect Economic Development - Other	0.00	250.00	-250.00
Total Indirect Economic Development	431,348.69	433,085.73	-1,737.04
City Debt Service			
Medical Complex/Persimmon	222,222.00	222,222.00	0.00
Business Park Infrastructure	467,306.25	-2,092,681.50	2,559,987.75
Southside Utility Ext.(2/15/22)	370,000.00	370,000.00	0.00
Total City Debt Service	1,059,528.25	-1,500,459.50	2,559,987.75
Grants, Loans & Other Exp.			
Depreciation	0.00	104,057.00	-104,057.00
Old Town Facade Grants- Prior Y	38,782.50	0.00	38,782.50
Old Town Facade Grants- Current	0.00	54,268.97	-54,268.97
Business Park Expenses	81,162.12	82,016.28	-854.16
Sales Tax Reimb.Grants (380)	50,139.36	50,139.36	0.00
Business Imp. Grants- Prior Yr.	67,000.13	139,081.50	-72,081.37
Business Imp. Grants- Curr. Yr.	62,078.46	130,891.43	-68,812.97
Project Grants	210,157.75	219,848.24	-9,690.49
Property Acquisition	1,972,739.93	0.00	1,972,739.93
Total Grants, Loans & Other Exp.	2,482,060.25	780,302.78	1,701,757.47
Total Expense	4,499,075.43	217,578.98	4,281,496.45
Net Ordinary Income	860,391.45	4,682,695.52	-3,822,304.07

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11/04/21

Accrual Basis

Tomball Economic Development Corporation
Profit & Loss Prev Year Comparison
 October 2020 through September 2021

Item 11.

	Oct '20 - Sep 21	Oct '19 - Sep 20	\$ Change
Other Income/Expense			
Other Income			
Other Income			
Unrealized Gains/Losses on Inv.	-264,615.14	-2,635,408.29	2,370,793.15
Other Income - Other	0.00	120,987.73	-120,987.73
Total Other Income	-264,615.14	-2,514,420.56	2,249,805.42
Total Other Income	-264,615.14	-2,514,420.56	2,249,805.42
Net Other Income	-264,615.14	-2,514,420.56	2,249,805.42
Net Income	595,776.31	2,168,274.96	-1,572,498.65

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

ACTIVE PROJECT GRANTS (BOARD APPROVED GRANTS)

AS OF SEPTEMBER 30, 2021

GRANTEE	APPROVED		EXPIRATION DATE	ADDITIONS/DELETIONS		PAID		REMAINING AMOUNT
	DATE	AMOUNT		DATE	AMOUNT	DATE	AMOUNT	
Dancing Falls Development, LLC	11/14/2017	50,925.00				1/14/2020	15,277.50	
						3/5/2021	5,092.50	
						9/1/2021	12,731.25	17,823.75
ARC Management, LLC	5/15/2018	186,700.00						186,700.00
Shri Vinayak LLC (Days Inn)	11/13/2018	149,750.00	7/12/2021					149,750.00
Century Hydraulics	5/14/2019	44,543.00	1/22/2022					44,543.00
JDR Cable Systems, Inc.	12/17/2019	135,591.00	2/23/2022					135,591.00
Turnstone Texas Group, LP	2/11/2020	73,200.00	10/19/2021					
						2/2/2021	17,951.00	55,249.00
American National Carbide	2/11/2020	36,000.00	4/19/2022					36,000.00
Houston Poly Bag I, Ltd	5/28/2020	84,894.00	8/3/2022					84,894.00
CCJ Collaborations, LLC	8/11/2020	254,502.00	10/18/2022					254,502.00
TCG Capital, LLC	8/11/2020	119,450.00	4/18/2022					119,450.00
City of Tomball - Matheson Park	11/10/2020	300,000.00						300,000.00
INVACOR Solutions, LLC	11/10/2020	108,000.00	1/27/2023					108,000.00
Houston Poly Bag I, Ltd.	11/10/2020	18,000.00	7/17/2022					18,000.00
Power Now, LLC	12/10/2020	45,000.00	2/5/2023					45,000.00
Kinsley Armelle	1/12/2021	45,000.00	3/9/2023					45,000.00
The Hutson Group	1/12/2021	48,800.00						48,800.00
B. Smittys, LLC	3/9/2021	30,301.00	11/4/2022					30,301.00
DunnCo Properties II, Ltd.	3/9/2021	54,760.00	11/4/2022					54,760.00
Dicar, Inc.	7/13/2021	71,181.00	8/7/2023					71,181.00
Jonah's Movers	7/13/2021	26,925.00	3/7/2023					26,925.00
Beefy Marketing	7/13/2021	6,000.00	8/7/2022					6,000.00
Total		<u>\$ 1,889,522.00</u>			<u>\$ -</u>		<u>\$ 51,052.25</u>	<u>\$ 1,838,469.75</u>

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TOMBALL ECONOMIC DEVELOPMENT CORPORATION
SUMMARY OF PROJECT GRANTS (BOARD APPROVED GRANTS)
AS OF SEPTEMBER 30, 2021

GRANTEE	APPROVED		EXPIRATION DATE	STATUS	ADDITIONS/DELETIONS		PAID		REMAINING
	DATE	AMOUNT			DATE	AMOUNT	DATE	AMOUNT	AMOUNT
Foster & Hendricks Manufacturing	9/5/2006	170,000.00		Out of Bus.		(170,000.00)			
Graco Awards	10/2/2006	40,000.00		Expired		(40,000.00)			
Eagle Gasket	5/22/2007	93,000.00		Completed			1/16/2009	93,000.00	
Devasco International	8/28/2007	120,000.00		Completed			4/22/2009	120,000.00	
MICO Group	11/27/2007	66,000.00		Completed		(6,000.00)	1/21/2009	60,000.00	
Maxpro South	11/27/2007	36,000.00		Completed		(3,000.00)	1/28/2009	33,000.00	
City of Tomball- Rudolph Road	9/4/2007	300,000.00		Expired					
Payments in previous quarters:							7/31/2008	32,914.01	
							9/30/2009	147.00	
							3/27/2009	2,426.00	
							6/3/2009	8,833.00	
							6/30/2010	34.10	
Persimmon Development	11/27/2008	60,000.00		Completed		(20,000.00)	11/9/2009	20,000.00	
							2/25/2010	20,000.00	-
Century Hydraulics	2/26/2008	45,000.00		Completed		(6,000.00)	10/29/2009	39,000.00	-
McGuffy Systems LP	5/27/2008	120,000.00		Out of Bus.		(120,000.00)			-
Ameresco Solar	5/27/2008	75,000.00		Completed		(9,000.00)	3/17/2009	66,000.00	
City of Tomball, Henry Ball Statue	5/27/2008	26,000.00		Completed			3/26/2009	26,000.00	
OM Hospitality-Hampton Inn	5/27/2008	72,600.00		Completed			4/22/2010	72,600.00	-
Professional Welding Supply	5/27/2008	18,000.00		Completed		(3,000.00)	10/25/2011	15,000.00	-
BL Technology	2/24/2009	105,000.00		Completed			4/1/2010	105,000.00	-
City of Tomball- Bronze Statue	2/24/2009	42,000.00		Completed		(16,500.00)	12/31/2009	25,500.00	-
Compass Instruments	5/19/2009	15,000.00		Completed		(3,000.00)	2/21/2011	12,000.00	-
Garth Lodging-Holiday Inn	5/19/2009	32,000.00		Expired		(32,000.00)			-
Creacom Inc.	5/19/2009	120,000.00		Completed			9/8/2010	120,000.00	-
Wiretel Services	8/25/2009	225,000.00		Completed		(150,000.00)	7/7/2010	75,000.00	-
Klein Financial Services	12/1/2009	30,000.00		Completed			4/27/2010	30,000.00	-
Chestnut Business Park	12/1/2009	325,000.00		Completed	12/7/2010	108,000.00	9/3/2013	54,125.00	
							12/27/2013	54,125.00	
							10/29/2015	54,125.00	
							10/24/2016	54,125.00	
							8/14/2017	54,125.00	
						(148,505.00)	12/20/2018	13,870.00	-
FabCorp	4/6/2010	156,000.00		Completed		(93,000.00)	3/14/2011	63,000.00	-
Glass Tex Enterprises	5/25/2010	15,000.00		Completed			10/9/2012	15,000.00	-
PDGL Partners L.P.	5/25/2010	25,000.00		Completed			5/24/2011	25,000.00	-
Jamison Products, L.P.	5/25/2010	36,000.00		Completed		(15,000.00)	5/17/2011	21,000.00	-
City of Tomball, Med. Comp. Dr.	12/7/2010	850,000.00		Completed	8/23/2011	850,000.00	9/15/2011 Request #1	3,000.00	
							12/27/2011 Request #2&3	133,288.52	
							3/21/2012 Request #4	170,078.41	
							4/2/2012 Request #5	44,488.36	
							4/30/2012 Request #6	17,586.52	
							6/8/2012 Request #7	34,234.53	
							6/8/2012 Seg 3/Req #1	31,637.00	
							7/23/2012 Seg 3/Req #2	4,994.00	
							8/31/2012 Request #8	14,653.21	
							8/31/2012 Seg 3/Req #3	317,342.00	
							9/27/2012 Request #9	2,100.00	
							9/27/2012 Seg 3/Req #4	2,000.00	

						2/21/2013 Request #10	2,339.50	
						2/21/2013 Seg 3/Req#5	176,578.00	
						3/19/2013 Seg 3/Req#6	97,308.00	
						3/22/2013 Seg 3/Req#7	52,358.00	
						8/9/2013 Seg 3/Req#8	167,783.00	
						8/9/2013 Request #11	21,843.00	
						2/11/2014 Request #12	10,161.93	
						2/11/2014 Request #13	2,000.00	
						2/21/2014 Request # 14	266,284.00	
						4/14/2014 Request # 15	3,375.00	
						8/26/2014 Request # 16	8,828.13	
						10/2/2014 Request # 17	43,897.86	
						11/17/2014 Request # 18	7,645.37	
						3/25/2015 Request # 19	64,195.66	-
Hole Specialists	12/7/2010	75,000.00	Completed		(15,000.00)	3/28/2013	60,000.00	-
City of Tomball-MLK Park	12/7/2010	6,500.00	Completed			6/30/2011	6,500.00	-
BL Technology	2/22/2011	51,000.00	Completed			8/16/2011	51,000.00	-
Waukesha-Pearce Industries	2/22/2011	12,000.00	Expired		(12,000.00)			-
Community Bank of Texas	2/22/2011	60,000.00	Completed		(18,898.00)	2/23/2012	41,102.00	-
Paloma Energy Consultants, LP	2/22/2011	204,000.00	Completed		(36,000.00)	7/30/2012	168,000.00	-
City of Tomball-Brown Rd. Utility Ext.	2/22/2011	500,000.00	Completed		(120,507.00)	6/30/2011	15,580.00	
						9/15/2011	13,603.47	
						9/15/2011	21,421.00	
						12/27/2011	162,625.95	
						3/21/2012	109,256.04	
						3/21/2012	4,019.08	
						5/23/2012	50,523.65	
						5/31/2012	2,463.80	
American National Carbide	5/24/2011	75,000.00	Expired	5/19/2015	(75,000.00)			-
Stripes LLC (FM 2920)	5/24/2011	56,000.00	Completed	10/18/2011	15,400.00	3/28/2016	\$71,400.00	-
Spring Creek Cty Historical Assoc.	8/23/2011	500.00	Completed			11/10/2011	500.00	-
City of Tomball, Fountain at Depot	8/23/2011	25,000.00	Completed			1/30/2012	25,000.00	-
ValueBank Texas	10/18/2011	15,750.00	Completed			1/11/2013	15,750.00	-
Houston Poly Bag	11/15/2011	80,000.00	Completed			10/5/2012	80,000.00	-
Ameresco Solar	2/21/2012	36,000.00	Expired		(36,000.00)			-
Stripes LLC (SH 249)	8/21/2012	21,000.00	Completed			3/28/2016	\$21,000.00	-
Baker Hughes Inc.	8/21/2012	913,889.00	Completed			7/23/2014	182,778.00	
						7/27/2015	182,778.00	
						8/19/2016	182,778.00	
						7/21/2017	182,778.00	
						8/13/2018	182,778.00	-
City of Tomball, Depot Restrooms	12/4/2012	25,000.00	Completed			2/11/2014	25,000.00	-
QTRCO	12/4/2012	18,000.00	Expired		(18,000.00)			-
One Moore Holdings	12/4/2012	56,425.00	Expired	11/19/2013	(6,757.00)			-
					(49,668.00)			-
Century Hydraulics LLC	3/28/2013	12,000.00	Expired	7/11/2017	(12,000.00)	7/11/2017		-
Advanced Pressure Systems	3/28/2013	42,600.00	Completed			6/3/2014	42,600.00	-
Quick Turn Machining Inc.	5/21/2013	13,500.00	Completed			6/17/2014	13,500.00	-
Garth Lodging-Holiday Inn	11/19/2013	56,000.00	Completed			7/17/2015	56,000.00	-
Breaux Properties, LTD.	2/4/2014	74,534.00	Completed			4/20/2015	74,534.00	-
Inline Services Inc.	2/4/2014	33,083.00	Amendment	8/5/2014	21,129.00			-
			Completed		(8,748.16)	3/13/2015	45,463.84	-
Grimes Industrial, Inc.	5/20/2014	69,000.00	Completed			7/7/2015	69,000.00	-
Advanced Pressure Systems L.P.	8/5/2014	22,500.00	Completed		(81.86)	8/3/2016	22,418.14	-
Compass Instruments LLC	8/5/2014	45,000.00	Expired	10/3/2017	(45,000.00)	10/3/2017		-
2978 Panormus, LP	11/18/2014	500,808.00	Expired	1/15/2021	(500,808.00)			-

Dynamed Clinical Research	2/10/2015	15,852.00		Completed		1/26/2016	15,852.00	-
Packers Plus Energy Services	4/14/2015	338,011.00	4/13/2020	Expired		2/2/2018	87,160.41	-
Coastal Power Systems	5/19/2015	30,731.00	7/17/2019	Completed	(6,984.34)	8/5/2019	23,746.68	-
WhiteWater Express	5/19/2015	19,680.00		Completed		3/11/2016	19,680.00	-
American National Carbide	5/19/2015	46,763.00	7/17/2017	Expired	(46,763.00)			-
Clarus Tomball Investments - Marriott Hotel	8/4/2015	437,250.00		Completed	(69,646.25)	9/12/2017	367,603.75	-
Rock Materials	11/17/2015	111,000.00		Completed		8/8/2017	111,000.00	-
White Horse Technology LLC	11/17/2015	72,000.00	1/15/2019	Completed	(66,000.00)	1/30/2019	6,000.00	-
Source Point Solutions LLC	8/16/2016	28,514.00		Completed	(1,902.00)	7/20/2017	26,612.00	-
Premium Interests, LLC	11/15/2016	19,173.00	1/8/2019	Completed	(7,669.20)	1/30/2019	11,503.80	-
Brandt Construction, LLC	11/15/2016	65,694.00		Completed		4/19/2018	65,694.00	-
Epic International, LLC	2/7/2017	37,500.00	4/30/2019	Expired	(37,500.00)	4/30/2019		-
Dancing Falls Development, LLC	11/14/2017	50,925.00				1/14/2020	15,277.50	
						3/5/2021	5,092.50	
						9/1/2021	12,731.25	17,823.75
Houston Poly Bag I, LTD.	11/14/2017	95,000.00	1/7/2020	Completed	11/13/2018	12,752.00	9/26/2019	107,752.00
Birner Houston Corp.	11/14/2017	50,000.00	1/7/2020	Completed		(1,250.00)	3/19/2019	48,750.00
Motion Machinery LTD	2/6/2018	10,584.00	4/7/2020	Expired		(10,584.00)		-
Grimes Industrial	5/15/2018	15,485.00	7/10/2020	Completed		(9,291.00)	8/10/2020	6,194.00
ARC Management, LLC	5/15/2018	186,700.00						186,700.00
The Neutral Nest	5/15/2018	6,300.00	7/10/2020	Completed				
Hoelscher Properties	7/10/2018	168,083.00	10/28/2021	Completed			7/30/2021	168,083.00
Houston PFG	8/14/2018	39,097.00	10/9/2020	Completed			9/13/2019	39,097.00
Houston Poly Bag I, LTD.	11/13/2018	110,369.00	1/6/2020	Completed		(1,453.50)	9/26/2019	108,915.50
Industrial Reserve, LLC	11/13/2018	44,650.00	7/6/2020	Completed			10/28/2019	44,650.00
Shri Vinayak, LLC - Days Inn	11/13/2018	149,750.00	7/12/2020	1 Yr Extension	7/12/2021			149,750.00
Breaux Machine Works	2/12/2019	118,908.00	4/9/2020	Completed		(1,544.26)	8/14/2020	117,363.74
Century Hydraulics	5/14/2019	44,543.00	1/22/2022					44,543.00
Texas Railroading Heritage Museum	5/14/2019	10,000.00	1/22/2021	Completed			1/21/2020	10,000.00
Aspen Pumps	8/8/2019	5,720.00	4/13/2021	Expired		(5,720.00)		-
Phillips Cleaning Services	8/8/2019	26,313.00	10/13/2021	Completed			5/21/2020	26,313.00
BJ Services	8/8/2019	91,316.00	4/13/2021	Expired		(91,316.00)		-
JDR Cable Systems Inc.	12/17/2019	135,591.00	2/23/2022					135,591.00
Turnstone Texas Group, LP	2/11/2020	73,200.00	10/19/2021				2/2/2021	17,951.00
American National Carbide	2/11/2020	36,000.00	4/19/2022					36,000.00
BJ Services	2/11/2020	57,100.00	4/19/2025	Out of Bus.		(57,100.00)		
Houston Poly Bag I, LTD.	5/28/2020	84,894.00	8/3/2022					84,894.00
CCJ Collaborations, LLC	8/11/2020	254,502.00	10/18/2022					254,502.00
TCG Capital, LLC	8/11/2020	119,450.00	4/18/2022					119,450.00
City of Tomball - Matheson Park	11/10/2020	300,000.00						300,000.00
INVACOR Solutions, LLC	11/10/2020	108,000.00	1/27/2023					108,000.00
Houston Poly Bag I, Ltd.	11/10/2020	18,000.00	7/17/2022					18,000.00
Power Now, LLC	12/10/2020	45,000.00	2/5/2023					45,000.00
Kinsley Armelle	1/12/2021	45,000.00	3/9/2023					45,000.00
The Hutson Group	1/12/2021	48,800.00						48,800.00
B. Smittys, LLC	3/9/2021	30,301.00	11/4/2022					30,301.00
DunnCo Properties II, Ltd.	3/9/2021	54,760.00	11/4/2022					54,760.00
Dicar, Inc.	7/13/2021	71,181.00	8/7/2023					71,181.00
Jonah's Movers	7/13/2021	26,925.00	3/7/2023					26,925.00
Beefy Marketing, LLC	7/13/2021	6,000.00	8/7/2022					6,000.00
Total		<u>10,278,304.00</u>				<u>(1,196,915.57)</u>	<u>6,730,123.21</u>	<u>1,838,469.75</u>
Total FY 2020-2021 Payments on Project Grants							203,857.75	

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION
INVESTMENTS IN SECURITIES
PORTFOLIO AS OF SEPTEMBER 30, 2021**

SECURITY DESCRIPTION	CUSIP NUMBER	MATURITY DATE	COUPON YIELD	PAR VALUE	MARKET VALUE	DAYS AFTER 09/30/21	INDIVIDUAL MARKET VALUE/TOTAL	WAM DAYS x PERCENT	Callable
Central Wa Univ Sys Rev**	155839GK3	5/1/2022	5.00000%	690,000.00	708,497.52	213	7.453%	15.87	N
Dallas TX WW&SS Rev ***	2354167D0	10/1/2021	2.48500%	1,000,000.00	1,000,000.00	1	10.519%	0.11	N
Fort Worth TX Rev***	349507AE3	3/1/2022	2.51000%	640,000.00	645,288.70	152	6.788%	10.32	N
Dalls TX Refunding***	235219MG4	2/15/2023	4.83900%	1,965,000.00	2,085,596.57	503	21.939%	110.35	Y
San Marcos TX Consol ISD Txbl Ref	798781XV7	8/1/2023	4.00000%	1,000,000.00	1,065,684.10	670	11.210%	75.11	N
Port of Houston Tx Auth Ref- Ser C ***	7342604A7	10/1/2021	5.00000%	600,000.00	600,000.00	1	6.312%	0.06	Y
Univ. of Texas Taxble Refunding***	914729SK5	4/15/2023	2.79500%	750,000.00	775,650.60	562	8.159%	45.86	N
Conroe TX Cert of Obl	2083992X2	11/15/2023	5.00000%	415,000.00	456,308.23	776	4.800%	37.25	N
Royce City Tx Cert of Obl	780860MK5	8/15/2024	5.00000%	250,000.00	281,498.50	1050	2.961%	31.09	N
Texas State TXBL- Pub Fin Auth	882724GV3	10/1/2024	3.22500%	500,000.00	539,282.95	1097	5.673%	62.23	N
Eagle Mtn & Saginaw ISD	269696NU0	8/15/2022	5.00000%	325,000.00	338,584.74	319	3.562%	11.36	N
Federal Home Loan Bank	3130AMTK8	6/30/2025	1.00000%	1,000,000.00	1,009,867.08	1369	10.623%	145.43	Y
TOTALS			3.82117%	9,135,000.00	\$ 9,506,258.99	559	100.000%	545.05	

TOMBALL ECONOMIC DEVELOPMENT CORPORATION PORTFOLIO DIVERSIFICATION

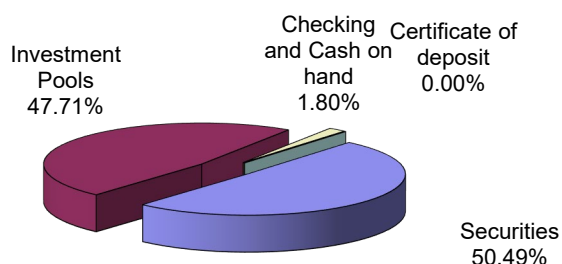
June 30, 2021

44377

By Type

	Current Market Value	Percent Portfolio
Securities	\$ 9,506,259	50.49%
Investment Pools	8,983,703	47.71%
Checking and Cash on hand	339,696	1.80%
Certificate of deposit	0	0.00%
Total Portfolio	<u>\$ 18,829,658</u>	

Diversification By Type

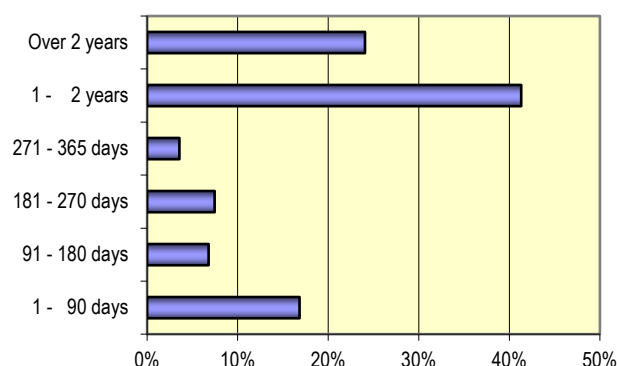


Safety of principal is the first priority of any Public investment portfolio. The Tomball Economic Development Corporation currently invests in Securities of Federal, State, and Local Governments, in Texas CLASS and in the state pool, TexPool. These investments are in securities with a rating of A-1/P-1 or higher and pools with Standard & Poor's highest rating of AAAM.

By Maturity

	Current Market Value	Percent Portfolio
1 - 90 days	\$ 1,600,000	17%
91 - 180 days	645,289	7%
181 - 270 days	708,498	7%
271 - 365 days	338,585	4%
1 - 2 years	3,926,931	41%
Over 2 years	2,286,957	24%
Total Portfolio	<u>\$ 9,506,259</u>	

Diversification by Maturity



Ensuring adequate liquidity is available to cover all expenditures is the second priority of any public investing program. The TEDC staff forecasts cash flow and ladders the maturity of investments to ensure funds are adequate when needed. A portion of funds are kept in overnight investments as a buffer for any unexpected expenditures. This overnight investment (TexPool, Texas Class) has been performing according to market in the yield category as well as providing liquidity.

TOMBALL ECONOMIC DEVELOPMENT CORPORATION
INVESTMENT PORTFOLIO SUMMARY
ACTIVITY FOR QUARTER ENDING
September 30, 2021

INVESTMENTS	COST	MARKET	RATIO	YTM at COST	BENCHMARK YTM**
Beginning of period	\$ 9,381,574	\$ 9,573,707	1.02048	3.720%	0.07%
Purchases	235,000	235,000			
Maturities/Calls	235,516	(241,250)			
Changes in value		(61,198)			
<u>Sales</u>					
End of period	9,852,090	9,506,259	0.96490	3.821%	0.07%

**Benchmark security is the One-year U. S. Treasury Bill
 Weighted average maturity of the portfolio at quarter end is 545 days.

This report is in compliance with the investment strategies as approved
 and the Public Funds Investment Act.

 Treasurer

 Asst. Treasurer

TOMBALL ECONOMIC DEVELOPMENT CORPORATION
CASH AND CASH EQUIVALENTS
FOR QUARTER ENDING
June 30, 2021

FUNDS		CASH AND CASH EQUIVALENTS					INVESTMENTS			TOTAL CASH, CASH EQUIVALENTS AND INVESTMENTS
MAJOR FUNDS	TEXAS CLASS	TEXPOOL	OPERATING ACCOUNTS	CASH ON HAND	TOTAL CASH AND CASH EQUIVALENTS	CERTIFICATE OF DEPOSIT	INVESTMENT SECURITIES	TOTAL INVESTMENTS		
General	\$ 976,099	\$ 8,007,604	\$ 339,696	\$ -	\$ 9,323,399	\$ -	\$ 9,506,259	\$ 9,506,259	\$ 18,829,658	

Business Improvement Grant Program

Fiscal 2020-2021	Project Amount		TEDC Grant	Date Approved	Date Funded	Amount Funded	\$350,000.00
GREVIS Properties	\$6,480.00	Landscape	\$3,240.00	10/20/2020	12/7/2020	\$3,000.00	\$347,000.00
Holderrieth Commercial Proper	\$12,680.00	Property	\$6,340.00	11/2/2020	12/29/2020	\$6,340.00	\$340,660.00
Power Solution Specialist	\$14,784.00	Property	\$7,392.00	12/14/2020	3/2/2021	\$7,392.00	\$333,268.00
Power Solution Specialist	\$2,779.86	Façade	\$1,389.93	12/14/2020	3/2/2021	\$1,389.93	\$331,878.07
Tropical Dental Care	\$1,342.30	Signage	\$671.15	12/29/2020	3/4/2021	\$671.15	\$331,206.92
Power Solution Specialist	\$522.38	Signage	\$261.19	1/6/2021	3/2/2021	\$261.19	\$330,945.73
CCJ Collaborations	\$8,500.00	Signage	\$1,000.00	1/13/2021			\$329,945.73
CCJ Collaborations	\$26,922.00	Property	\$10,000.00	1/13/2021			\$319,945.73
CCJ Collaborations	\$58,283.00	Landscaping	\$10,000.00	1/13/2021			\$309,945.73
AC Snow Management	\$1,500.00	Property	\$750.00	1/19/2021			\$309,195.73
AC Snow Management	\$1,500.00	Landscape	\$750.00	1/19/2021			\$308,445.73
AC Snow Management	\$4,250.00	Façade	\$2,125.00	1/19/2021			\$306,320.73
Grandenetti - 306 Commerce	\$19,900.00	Property	\$9,950.00	1/28/2021	6/25/2021	\$4,750.08	\$296,370.73
LUC-Technologies, LLC	\$10,788.00	Property	\$5,394.00	3/5/2021	6/4/2021	\$4,495.00	\$290,976.73
Smitty's Meat Market	\$104,500.00	Property	\$10,000.00	3/5/2021			\$280,976.73
Smitty's Meat Market	\$18,700.00	Landscape	\$9,350.00	3/5/2021			\$271,626.73
Muddy Soap Co.	\$27,282.68	Façade	\$10,000.00	3/15/2021			\$261,626.73
70/70 Offices, LLC	\$12,568.50	Signage	\$2,500.00	3/23/2021	7/26/2021	\$2,500.00	\$259,126.73
DunnCo Properties	\$124,650.00	Property	\$10,000.00	3/23/2021			\$249,126.73
DunnCo Properties	\$25,000.00	Landscape	\$10,000.00	3/23/2021			\$239,126.73
DunnCo Properties	\$25,000.00	Signage	\$1,000.00	3/23/2021			\$238,126.73
Grimes Industrial	\$50,763.00	Property	\$10,000.00	3/31/2021			\$228,126.73
Grimes Industrial	\$1,300.00	Landscape	\$650.00	3/31/2021			\$227,476.73
Rock Materials	\$39,204.00	Property	\$10,000.00	3/31/2021	6/25/2021	\$10,000.00	\$217,476.73
Dotties Sweet Cream & Gelato	\$2,120.00	Signage	\$1,000.00	3/31/2021			\$216,476.73
Ella's Garden	\$1,500.00	Property	\$750.00	3/31/2021	6/25/2021	\$750.00	\$215,726.73
Ella's Garden	\$16,700.00	Façade	\$8,350.00	3/31/2021	6/25/2021	\$8,350.00	\$207,376.73
Colwell Wellness Center	\$6,991.34	Signage	\$2,500.00	5/3/2021	11/1/2021	\$2,500.00	\$204,876.73
Sip Hip Hooray, LLC	\$1,100.00	Façade	\$550.00	5/10/2021			\$204,326.73
Sip Hip Hooray, LLC	\$1,591.28	Landscape	\$397.82	5/10/2021			\$203,928.91
Sip Hip Hooray, LLC	\$3,188.68	Signage	\$1,594.34	5/10/2021			\$202,334.57
1 Top Tool - Hilltop	\$23,317.05	Property	\$10,000.00	6/7/2021	9/22/2021	\$10,000.00	\$192,334.57
Shri Vinayak, LLC - Days Inn	\$23,500.00	Signage	\$10,000.00	7/12/2021			\$182,334.57
Clarus Investments - Residence	\$2,706.25	Property	\$1,353.13	7/13/2021	9/28/2021	\$1,353.13	\$180,981.44

Clarus Investments - Residence	\$12,251.95	Landscaping	\$6,125.98	7/13/2021	9/28/2021	\$6,125.98	\$174,855.46
Headquarters Too LLC	\$145,236.25	MEGA	\$50,000.00	8/2/2021			\$124,855.46
Hilltop Tool Rental LLC	\$20,910.00	Property	\$10,000.00	8/12/2021	9/22/2021	\$10,000.00	\$114,855.46
Craving Kernels	\$6,991.00	Property	\$3,495.50	8/16/2021			\$111,359.96
Craving Kernels	\$7,785.09	Signage	\$2,500.00	8/16/2021			\$108,859.96
403 Eats	\$120,000.00	MEGA	\$50,000.00	9/8/2021			\$58,859.96
The Empty Glass	\$8,875.00	Landscape	\$4,437.50	9/27/2021			\$54,422.46
Caley Baillio Insurance Compan	\$30,914.00	Façade	\$10,000.00	9/27/2021			\$44,422.46
Graze	\$1,135.00	Landscape	\$283.75	9/27/2021			\$44,138.71
Graze	\$5,190.98	Signage	\$1,000.00	9/27/2021			\$43,138.71
BlueSky Global	\$11,225.00	Landscape	\$5,612.50	9/27/2021			\$37,526.21
BlueSky Global	\$21,995.00	Façade	\$10,000.00	9/27/2021			\$27,526.21
BlueSky Global	\$21,978.00	Property	\$10,000.00	9/27/2021			\$17,526.21
	\$1,096,401.59		\$332,713.79				

Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

Presentation by Aaron Farmer, President, The Retail Coach, regarding the Tomball Retail Market.

Background:

Origination: Aaron Farmer, President, The Retail Coach

Recommendation: Presentation item only; no Board action required.

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed	_____	Approved by	_____
	Staff Member-TEDC		Executive Director-TEDC
	Date		Date

Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

Presentation by Brian Summers, Senior Property Manager Industrial, Colliers International regarding the South Live Oak Business Park.

Background:

Origination: Brian Summers, Senior Property Manager Industrial, Colliers International

Recommendation:

Presentation item only; no Board action required.

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____	Approved by _____
Staff Member-TEDC _____	Executive Director-TEDC _____
Date _____	Date _____



Monthly Investor's Report
for the period ending 7/31/21
**Tomball Economic Development
Corporation**

DATE: July 31, 2021

PROPERTY Tomball Economic Development
Corporation

MANAGER: Colliers Property Management Services
1233 West Loop South, Suite 950
Houston, TX 77027

Tearney Durham

Property Manager:

Balance Sheet

Item 13.

Tomball Economic Development Corporation As Of July 31, 2021

Account	Ending Balance	Total
ASSETS		
CURRENT ASSETS		
CASH		
100001 Amegy Bank #5796305075	153,806.61	
TOTAL CASH		153,806.61
ACCOUNTS RECEIVABLE		
DEPOSITS		
ESCROW		
PREPAID EXPENSES		
TOAL CURRENT ASSETS		153,806.61
FIXED ASSETS		
150013 Building Improvements	70,800.00	
TOTAL FIXED ASSETS		70,800.00
OTHER ASSETS		
TOTAL ASSETS		224,606.61
LIABILITIES & OWNERS EQUITY		
LIABILITIES		
210000 Security Deposits	8,869.00	
TOTAL CURRENT LIABILITIES		8,869.00
LONG TERM LIABILITIES		
OWNERS EQUITY		
300072 Owners Contribution	20,007.39	
300073 Owners Distribution	(94,654.40)	
320000 Profit (Loss) Account	145,112.59	
330002 Prior Year Retained Earnings	145,272.03	
TOTAL OWNERS EQUITY		215,737.61
TOTAL LIABILITIES AND OWNERS EQUITY		224,606.61

Profit and Loss Variance

Item 13.

Tomball Economic Development Corporation Through July 31, 2021

Account	MTD Actual	Budget	Var.	MTD %	YTD Actual	Budget	Var.	YTD %	Year Budget
OPERATING INCOME									
400001 Base Rent	17,554.21	17,554	0.21	0.001	122,879.47	122,878	1.47	0.001	211,692
410001 Escalation/CAM - Current Year	8,665.00	8,730	(65.00)	(0.745)	60,655.00	61,110	(455.00)	(0.745)	104,760
TOTAL OPERATING INCOME	26,219.21	26,284	(64.79)	(0.246)	183,534.47	183,988	(453.53)	(0.246)	316,452
OPERATING EXPENSE									
CONTRACT CLEANING									
500005 Day Porter	210.00	200	(10.00)	(5.000)	1,575.00	1,400	(175.00)	(12.500)	2,400
TOTAL CONTRACT CLEANING	210.00	200	(10.00)	(5.000)	1,575.00	1,400	(175.00)	(12.500)	2,400
REPAIRS & MAINTENANCE									
517010 Life Safety License Fee/Inpection	0.00	0	0.00	0.000	0.00	0	0.00	0.000	750
518060 Maintenance Supplies/Tools	0.00	0	0.00	0.000	23.56	0	(23.56)	0.000	0
519010 Powerwashing	0.00	0	0.00	0.000	0.00	1,500	1,500.00	100.000	1,500
519025 Parking Lot Lights	0.00	0	0.00	0.000	0.00	600	600.00	100.000	1,200
519030 Parking Lot Repair	0.00	0	0.00	0.000	0.00	750	750.00	100.000	1,500
519040 Roof R & M	0.00	1,000	1,000.00	100.000	0.00	3,000	3,000.00	100.000	4,000
519055 General Building Exp / Other	0.00	0	0.00	0.000	0.00	1,250	1,250.00	100.000	2,500
TOTAL REPAIRS & MAINTENANCE	0.00	1,000	1,000.00	100.000	23.56	7,100	7,076.44	99.668	11,450
UTILITIES									
520001 Electricity	233.30	275	41.70	15.164	1,694.69	1,925	230.31	11.964	3,300
520010 Water	244.21	275	30.79	11.196	3,386.22	1,925	(1,461.22)	(75.908)	3,300
TOTAL UTILITIES	477.51	550	72.49	13.180	5,080.91	3,850	(1,230.91)	(31.972)	6,600
LANDSCAPING									
530001 Exterior Landscape Contract	893.55	894	0.00	0.000	6,739.85	6,255	(485.00)	(7.754)	10,723
530005 Sprinkler Repair & Maint.	0.00	150	150.00	100.000	2,615.00	450	(2,165.00)	(481.111)	600
530099 Landscaping Other	0.00	0	0.00	0.000	0.00	500	500.00	100.000	500
TOTAL LANDSCAPING	893.55	1,044	150.00	14.374	9,354.85	7,205	(2,150.00)	(29.841)	11,823
SECURITY									
550005 Alarm Monitoring	0.00	0	0.00	0.000	0.00	1,135	1,135.38	100.000	2,271
TOTAL SECURITY	0.00	0	0.00	0.000	0.00	1,135	1,135.38	100.000	2,271

Profit and Loss Variance

Item 13.

Tomball Economic Development Corporation Through July 31, 2021

Account	MTD Actual	Budget	Var.	MTD %	YTD Actual	Budget	Var.	YTD %	Year Budget
INSURANCE									
590001 Insurance Expense	0.00	0	0.00	0.000	0.00	20,000	20,000.00	100.000	20,000
TOTAL INSURANCE	0.00	0	0.00	0.000	0.00	20,000	20,000.00	100.000	20,000
MANAGEMENT FEES									
600001 Management Fee	1,250.00	1,250	0.00	0.000	8,750.00	8,750	0.00	0.000	15,000
TOTAL MANAGEMENT FEES	1,250.00	1,250	0.00	0.000	8,750.00	8,750	0.00	0.000	15,000
GENERAL & ADMINISTRATIVE									
600006 Management Fee - Accounting	0.00	450	450.00	100.000	0.00	3,150	3,150.00	100.000	5,400
600015 Telephone	90.00	45	(45.00)	(100.000)	315.00	315	0.00	0.000	540
600025 Postage/Delivery	5.61	10	4.39	43.900	20.72	30	9.28	30.933	40
600030 Office Equipment	30.00	30	0.00	0.000	210.00	210	0.00	0.000	360
600035 Office Supplies	0.00	0	0.00	0.000	0.00	30	30.00	100.000	30
600060 Mileage	40.00	60	20.00	33.333	296.91	420	123.09	29.307	720
600085 Bank Fees	47.14	35	(12.14)	(34.686)	360.13	245	(115.13)	(46.992)	420
TOTAL GENERAL & ADMINISTRATIVE	212.75	630	417.25	66.230	1,202.76	4,400	3,197.24	72.665	7,510
PROPERTY TAX									
700001 Property Taxes	0.00	0	0.00	0.000	0.00	0	0.00	0.000	88,639
700003 Taxes Other	0.00	0	0.00	0.000	0.00	0	0.00	0.000	3,000
TOTAL TAXES	0.00	0	0.00	0.000	0.00	0	0.00	0.000	91,639
TOTAL OPERATING EXPENSE	3,043.81	4,674	1,629.74	34.872	25,987.08	53,840	27,853.15	51.733	168,692
TOTAL NET OPERATING INCOME	23,175.40	21,610	1,564.95	7.242	157,547.39	130,148	27,399.62	21.053	147,760
NON-REIMBURSABLE EXPENSES									
750100 Non-Reimbursable Expense	140.00	0	(140.00)	0.000	1,252.00	0	(1,252.00)	0.000	0
750105 Electricity - Vacant Unit	383.98	200	(183.98)	(91.990)	1,307.26	1,400	92.74	6.624	2,400
750115 Cleaning Non- Billable	0.00	0	0.00	0.000	889.00	0	(889.00)	0.000	0
750125 Tenant Specific	8,327.30	0	(8,327.30)	0.000	8,986.54	0	(8,986.54)	0.000	0
NON-REIMBURSABLE EXPENSES	8,851.28	200	(8,651.28)	(4,325.64)	12,434.80	1,400	(11,034.80)	(788.200)	2,400
NON-OPERATING EXPENSES									
DEBT SERVICES									
TOTAL NET INCOME	14,324.12	21,410	(7,086.33)	(33.098)	145,112.59	128,748	16,364.82	12.711	145,360

Profit and Loss Variance

Item 13.

Tomball Economic Development Corporation Through July 31, 2021

Account	MTD Actual	Budget	Var.	MTD %	YTD Actual	Budget	Var.	YTD %	Year Budget
CASH FLOW ADJUSTMENTS									
150013 Building Improvements	0.00	0	0.00	0.000	(70,800.00)	0	70,800.00	0.000	0
210000 Security Deposits	0.00	0	0.00	0.000	8,869.00	0	(8,869.00)	0.000	0
TOTAL CASH FLOW ADJUSTMENTS	0.00	0	0.00	0.000	(70,800.00)	0	70,800.00	0.000	0
TOTAL ADJUSTED CASH FLOW	14,324.12	21,410	(7,086.33)	(33.098)	74,312.59	128,748	(54,435.18)	(42.280)	145,360

Twelve Month Profit and Loss

Tomball Economic Development Corporation
For Year 2021

Account	Period End Jan 31, 2021	Period End Feb 28, 2021	Period End Mar 31, 2021	Period End Apr 30, 2021	Period End May 31, 2021	Period End Jun 30, 2021	Period End Jul 31, 2021	Period End Aug 31, 2021	Period End Sep 30, 2021	Period End Oct 31, 2021	Period End Nov 30, 2021	Period End Dec 31, 2021	Period End Year To Date
OPERATING INCOME													
400001 Base Rent	17,554.21	17,554.21	17,554.21	17,554.21	17,554.21	17,554.21	17,554.21	0.00	0.00	0.00	0.00	0.00	122,879.47
410001 Escalation/CAM - Current Year	6,437.12	6,437.12	6,437.12	6,437.12	6,437.12	19,804.40	8,665.00	0.00	0.00	0.00	0.00	0.00	60,655.00
TOTAL OPERATING INCOME	23,991.33	23,991.33	23,991.33	23,991.33	23,991.33	37,358.61	26,219.21	0.00	0.00	0.00	0.00	0.00	183,534.47
OPERATING EXPENSE													
CONTRACT CLEANING													
500005 Day Porter	420.00	70.00	70.00	280.00	70.00	455.00	210.00	0.00	0.00	0.00	0.00	0.00	1,575.00
TOTAL CONTRACT CLEANING	420.00	70.00	70.00	280.00	70.00	455.00	210.00	0.00	0.00	0.00	0.00	0.00	1,575.00
REPAIRS & MAINTENANCE													
518060 Maintenance Supplies/Tools	0.00	0.00	0.00	0.00	0.00	23.56	0.00	0.00	0.00	0.00	0.00	0.00	23.56
TOTAL REPAIRS & MAINTENANCE	0.00	0.00	0.00	0.00	0.00	23.56	0.00	0.00	0.00	0.00	0.00	0.00	23.56
UTILITIES													
520001 Electricity	270.86	278.68	215.42	229.53	242.11	224.79	233.30	0.00	0.00	0.00	0.00	0.00	1,694.69
520010 Water	508.81	179.76	950.04	892.14	216.64	394.62	244.21	0.00	0.00	0.00	0.00	0.00	3,386.22
TOTAL UTILITIES	779.67	458.44	1,165.46	1,121.67	458.75	619.41	477.51	0.00	0.00	0.00	0.00	0.00	5,080.91
LANDSCAPING													
530001 Exterior Landscape Contract	893.55	893.55	1,378.55	893.55	893.55	893.55	893.55	0.00	0.00	0.00	0.00	0.00	6,739.85
530005 Sprinkler Repair & Maint.	0.00	0.00	2,615.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,615.00
TOTAL LANDSCAPING	893.55	893.55	3,993.55	893.55	893.55	893.55	893.55	0.00	0.00	0.00	0.00	0.00	9,354.85
SECURITY													
INSURANCE													
MANAGEMENT FEES													
600001 Management Fee	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	0.00	0.00	0.00	0.00	0.00	8,750.00
TOTAL MANAGEMENT FEES	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	0.00	0.00	0.00	0.00	0.00	8,750.00
GENERAL & ADMINISTRATIVE													
600015 Telephone	45.00	45.00	0.00	45.00	45.00	45.00	90.00	0.00	0.00	0.00	0.00	0.00	315.00
600025 Postage/Delivery	7.00	0.00	0.00	8.11	0.00	0.00	5.61	0.00	0.00	0.00	0.00	0.00	20.72
600030 Office Equipment	30.00	30.00	30.00	30.00	30.00	30.00	30.00	0.00	0.00	0.00	0.00	0.00	210.00
600060 Mileage	80.52	20.00	36.27	59.38	10.00	50.74	40.00	0.00	0.00	0.00	0.00	0.00	296.91
600085 Bank Fees	80.93	0.00	89.64	48.29	49.17	44.96	47.14	0.00	0.00	0.00	0.00	0.00	360.13
TOTAL GENERAL & ADMINISTRATIVE	243.45	95.00	155.91	190.78	134.17	170.70	212.75	0.00	0.00	0.00	0.00	0.00	1,202.76

Twelve Month Profit and Loss

Tomball Economic Development Corporation For Year 2021

Item 13.

Account	Period End Jan 31, 2021	Period End Feb 28, 2021	Period End Mar 31, 2021	Period End Apr 30, 2021	Period End May 31, 2021	Period End Jun 30, 2021	Period End Jul 31, 2021	Period End Aug 31, 2021	Period End Sep 30, 2021	Period End Oct 31, 2021	Period End Nov 30, 2021	Period End Dec 31, 2021	Period End Year To Date
PROPERTY TAX													
TOTAL OPERATING EXPENSE	3,586.67	2,766.99	6,634.92	3,736.00	2,806.47	3,412.22	3,043.81	0.00	0.00	0.00	0.00	0.00	25,987.08
TOTAL NET OPERATING INCOME	20,404.66	21,224.34	17,356.41	20,255.33	21,184.86	33,946.39	23,175.40	0.00	0.00	0.00	0.00	0.00	157,547.39
NON-REIMBURSABLE EXPENSES													
750100 Non-Reimburseable Expense	0.00	0.00	1,042.00	0.00	70.00	0.00	140.00	0.00	0.00	0.00	0.00	0.00	1,252.00
750105 Electricity - Vacant Unit	134.68	123.62	113.43	118.83	126.20	306.52	383.98	0.00	0.00	0.00	0.00	0.00	1,307.26
750115 Cleaning Non- Billable	0.00	889.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	889.00
750125 Tenant Specific	344.24	105.00	210.00	0.00	0.00	0.00	8,327.30	0.00	0.00	0.00	0.00	0.00	8,986.54
NON-REIMBURSABLE EXPENSES	478.92	1,117.62	1,365.43	118.83	196.20	306.52	8,851.28	0.00	0.00	0.00	0.00	0.00	12,434.80
NON-OPERATING EXPENSES													
DEBT SERVICES													
TOTAL NET INCOME	19,925.74	20,106.72	15,990.98	20,136.50	20,988.66	33,639.87	14,324.12	0.00	0.00	0.00	0.00	0.00	145,112.59
CASH FLOW ADJUSTMENTS													
150013 Building Improvements	0.00	0.00	(70,800.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(70,800.00)
210000 Security Deposits	0.00	8,869.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,869.00
TOTAL CASH FLOW ADJUSTMENTS	0.00	0.00	(70,800.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(70,800.00)
TOTAL ADJUSTED CASH FLOW	19,925.74	20,106.72	(54,809.02)	20,136.50	20,988.66	33,639.87	14,324.12	0.00	0.00	0.00	0.00	0.00	74,312.59

Trial Balance

Item 13.

Tomball Economic Development Corporation From 7/2021 through 7/2021

Account	Beginning Balance	Debit	Credit	Ending Balance
100001 Amegy Bank #5796305075	139,482.49	26,219.21	11,895.09	153,806.61
150013 Building Improvements	70,800.00	0.00	0.00	70,800.00
210000 Security Deposits	(8,869.00)	0.00	0.00	(8,869.00)
300072 Owners Contribution	(20,007.39)	0.00	0.00	(20,007.39)
300073 Owners Distribution	94,654.40	0.00	0.00	94,654.40
329999 Total Cash Flow	136,578.01	0.00	0.00	136,578.01
330002 Prior Year Retained Earnings	(145,272.03)	0.00	0.00	(145,272.03)
400001 Base Rent	(105,325.26)	0.00	17,554.21	(122,879.47)
410001 Escalation/CAM - Current Year	(51,990.00)	0.00	8,665.00	(60,655.00)
500005 Day Porter	1,365.00	210.00	0.00	1,575.00
518060 Maintenance Supplies/Tools	23.56	0.00	0.00	23.56
519055 General Building Exp / Other	0.00	8,327.30	8,327.30	0.00
520001 Electricity	1,461.39	233.30	0.00	1,694.69
520010 Water	3,142.01	244.21	0.00	3,386.22
530001 Exterior Landscape Contract	5,846.30	893.55	0.00	6,739.85
530005 Sprinkler Repair & Maint.	2,615.00	0.00	0.00	2,615.00
600001 Management Fee	7,500.00	1,250.00	0.00	8,750.00
600015 Telephone	225.00	90.00	0.00	315.00
600025 Postage/Delivery	15.11	5.61	0.00	20.72
600030 Office Equipment	180.00	30.00	0.00	210.00
600060 Mileage	256.91	40.00	0.00	296.91
600085 Bank Fees	312.99	47.14	0.00	360.13
750100 Non-Reimbursable Expense	1,112.00	140.00	0.00	1,252.00
750105 Electricity - Vacant Unit	923.28	383.98	0.00	1,307.26
750115 Cleaning Non- Billable	889.00	0.00	0.00	889.00
750125 Tenant Specific	659.24	8,327.30	0.00	8,986.54

General Ledger Detail

Item 13.

Tomball Economic Development Corporation

From 7/2021 through 7/2021

Account	Entry	Line	Date	Name or Reference	Debit	Credit	Ending
100001	Amegy Bank #5796305075					Beginning Bal.	139,482.49
07/2021 Copier Lease	0000001093	1 PY	07/07/2021	Colliers Property Mana		30.00	
07/2021 Management Fee	0000001093	2 PY	07/07/2021	Colliers Property Mana		1,250.00	
3/15/21 Mileage	0000001093	3 PY	07/07/2021	Colliers Property Mana		20.00	
3/15/21 Day Porter	0000001093	4 PY	07/07/2021	Colliers Property Mana		140.00	
5/25/21-6/24/21 Electricity #17	0000001094	1 PY	07/07/2021	ENGIE Resources LLC		383.98	
5/25/21-6/24/21 Electricity #17	0000001094	2 PY	07/07/2021	ENGIE Resources LLC		233.30	
07/2021 Landscaping	0000001095	1 PY	07/07/2021	U.S. Lawns of North H		893.55	
Cash Receipts-OPEX	JE70176	1 JE	07/09/2021		8,665.00		
Cash Receipts-RENT	JE70176	2 JE	07/09/2021		17,554.21		
06/2021 Day Porter-RL	0000001096	1 PY	07/13/2021	Colliers Property Mana		210.00	
06/2021 Mileage	0000001096	2 PY	07/13/2021	Colliers Property Mana		20.00	
07/2021 Answering Service	0000001096	3 PY	07/13/2021	Colliers Property Mana		20.00	
5/24/21-6/23/21 Cell Service	0000001096	4 PY	07/13/2021	Colliers Property Mana		25.00	
7/7/21 VCT Demo/General Del	0000001097	1 PY	07/20/2021	Competitive Commerci		8,327.30	
03/2021 Answering Service	0000001098	1 PY	07/27/2021	Colliers Property Mana		20.00	
4/2021-6/2021 Postage	0000001098	2 PY	07/27/2021	Colliers Property Mana		5.61	
06/2021 Bank Fees	0000001098	3 PY	07/27/2021	Colliers Property Mana		47.14	
1/24/21-2/23/21 Cell Phone	0000001098	4 PY	07/27/2021	Colliers Property Mana		25.00	
4/23/21-5/21/21 Water 01-024	JE70753	1 JE	07/30/2021			55.27	
4/23/21-5/21/21 Water 20-035	JE70753	3 JE	07/30/2021			91.23	
4/23/21-5/21/21 Water 20-035	JE70753	5 JE	07/30/2021			97.71	
Period Totals 7/2021					26,219.21	11,895.09	153,806.61
Account Totals					26,219.21	11,895.09	153,806.61
150013	Building Improvements					Beginning Bal.	70,800.00
Account Totals					0.00	0.00	70,800.00

General Ledger Detail

Item 13.

Tomball Economic Development Corporation From 7/2021 through 7/2021

Account	Entry	Line	Date	Name or Reference	Debit	Credit	Ending
210000	Security Deposits					Beginning Bal.	-8,869.00
		Account Totals			0.00	0.00	-8,869.00
300072	Owners Contribution					Beginning Bal.	-20,007.39
		Account Totals			0.00	0.00	-20,007.39
300073	Owners Distribution					Beginning Bal.	94,654.40
		Account Totals			0.00	0.00	94,654.40
330002	Prior Year Retained Earnings					Beginning Bal.	-145,272.03
		Account Totals			0.00	0.00	-145,272.03
400001	Base Rent					Beginning Bal.	-105,325.26
Cash Receipts-RENT	JE70176	3 JE	07/09/2021			17,554.21	
		Period Totals 7/2021			0.00	17,554.21	-122,879.47
		Account Totals			0.00	17,554.21	-122,879.47
410001	Escalation/CAM - Current Year					Beginning Bal.	-51,990.00
Cash Receipts-OPEX	JE70176	4 JE	07/09/2021			8,665.00	
		Period Totals 7/2021			0.00	8,665.00	-60,655.00
		Account Totals			0.00	8,665.00	-60,655.00
500005	Day Porter					Beginning Bal.	1,365.00
06/2021 Day Porter-RL	0000001096	1 PY	07/13/2021	Colliers Property Mana	210.00		
		Period Totals 7/2021			210.00	0.00	1,575.00
		Account Totals			210.00	0.00	1,575.00
518060	Maintenance Supplies/Tools					Beginning Bal.	23.56
		Account Totals			0.00	0.00	23.56

General Ledger Detail

Item 13.

Tomball Economic Development Corporation From 7/2021 through 7/2021

Account	Entry	Line	Date	Name or Reference	Debit	Credit	Ending
519055	General Building Exp / Other					Beginning Bal.	0.00
7/7/21 VCT Demo/General De	0000001097	1 PY	07/20/2021	Competitive Commerci	8,327.30		
7/7/21 VCT Demo/General De	TOMEDC-0721	1 JE	07/20/2021			8,327.30	
Period Totals 7/2021					8,327.30	8,327.30	0.00
Account Totals					8,327.30	8,327.30	0.00
520001	Electricity					Beginning Bal.	1,461.39
5/25/21-6/24/21 Electricity #17	0000001094	2 PY	07/07/2021	ENGIE Resources LLC	233.30		
Period Totals 7/2021					233.30	0.00	1,694.69
Account Totals					233.30	0.00	1,694.69
520010	Water					Beginning Bal.	3,142.01
4/23/21-5/21/21 Water 01-024	JE70753	2 JE	07/30/2021		55.27		
4/23/21-5/21/21 Water 20-035	JE70753	4 JE	07/30/2021		91.23		
4/23/21-5/21/21 Water 20-035	JE70753	6 JE	07/30/2021		97.71		
Period Totals 7/2021					244.21	0.00	3,386.22
Account Totals					244.21	0.00	3,386.22
530001	Exterior Landscape Contract					Beginning Bal.	5,846.30
07/2021 Landscaping	0000001095	1 PY	07/07/2021	U.S. Lawns of North H	893.55		
Period Totals 7/2021					893.55	0.00	6,739.85
Account Totals					893.55	0.00	6,739.85
530005	Sprinkler Repair & Maint.					Beginning Bal.	2,615.00
Account Totals					0.00	0.00	2,615.00
600001	Management Fee					Beginning Bal.	7,500.00

General Ledger Detail

Item 13.

Tomball Economic Development Corporation From 7/2021 through 7/2021

Account	Entry	Line	Date	Name or Reference	Debit	Credit	Ending
600001	Management Fee Continued...						
07/2021 Management Fee	0000001093	2 PY	07/07/2021	Colliers Property Mana	1,250.00		
Period Totals 7/2021					1,250.00	0.00	8,750.00
Account Totals					1,250.00	0.00	8,750.00
600015	Telephone					Beginning Bal.	225.00
07/2021 Answering Service	0000001096	3 PY	07/13/2021	Colliers Property Mana	20.00		
5/24/21-6/23/21 Cell Service	0000001096	4 PY	07/13/2021	Colliers Property Mana	25.00		
03/2021 Answering Service	0000001098	1 PY	07/27/2021	Colliers Property Mana	20.00		
1/24/21-2/23/21 Cell Phone	0000001098	4 PY	07/27/2021	Colliers Property Mana	25.00		
Period Totals 7/2021					90.00	0.00	315.00
Account Totals					90.00	0.00	315.00
600025	Postage/Delivery					Beginning Bal.	15.11
4/2021-6/2021 Postage	0000001098	2 PY	07/27/2021	Colliers Property Mana	5.61		
Period Totals 7/2021					5.61	0.00	20.72
Account Totals					5.61	0.00	20.72
600030	Office Equipment					Beginning Bal.	180.00
07/2021 Copier Lease	0000001093	1 PY	07/07/2021	Colliers Property Mana	30.00		
Period Totals 7/2021					30.00	0.00	210.00
Account Totals					30.00	0.00	210.00
600060	Mileage					Beginning Bal.	256.91
3/15/21 Mileage	0000001093	3 PY	07/07/2021	Colliers Property Mana	20.00		
06/2021 Mileage	0000001096	2 PY	07/13/2021	Colliers Property Mana	20.00		
Period Totals 7/2021					40.00	0.00	296.91

General Ledger Detail

Item 13.

Tomball Economic Development Corporation From 7/2021 through 7/2021

Account	Entry	Line	Date	Name or Reference	Debit	Credit	Ending
600060	Mileage Continued...						
	<i>Account Totals</i>				40.00	0.00	296.91
600085	Bank Fees					Beginning Bal.	312.99
06/2021 Bank Fees	0000001098	3 PY	07/27/2021	Colliers Property Mana	47.14		
	<i>Period Totals 7/2021</i>				47.14	0.00	360.13
	<i>Account Totals</i>				47.14	0.00	360.13
750100	Non-Reimbursable Expense					Beginning Bal.	1,112.00
3/15/21 Day Porter	0000001093	4 PY	07/07/2021	Colliers Property Mana	140.00		
	<i>Period Totals 7/2021</i>				140.00	0.00	1,252.00
	<i>Account Totals</i>				140.00	0.00	1,252.00
750105	Electricity - Vacant Unit					Beginning Bal.	923.28
5/25/21-6/24/21 Electricity #17	0000001094	1 PY	07/07/2021	ENGIE Resources LLC	383.98		
	<i>Period Totals 7/2021</i>				383.98	0.00	1,307.26
	<i>Account Totals</i>				383.98	0.00	1,307.26
750115	Cleaning Non- Billable					Beginning Bal.	889.00
	<i>Account Totals</i>				0.00	0.00	889.00
750125	Tenant Specific					Beginning Bal.	659.24
7/7/21 VCT Demo/General De	TOMEDC-0721	2 JE	07/20/2021		8,327.30		
	<i>Period Totals 7/2021</i>				8,327.30	0.00	8,986.54
	<i>Account Totals</i>				8,327.30	0.00	8,986.54
Entity TomballIEDC Totals	Beginning Bal.				46,441.60	46,441.60	0.00

ESI410D
TomballedC
Select: 07/31/21
1 Stes, 24,580 Sq. Ft.

Detail Rent Roll Report
Tomball Economic Development Corporation
Tomball Economic Development Corporation
July 31, 2021

Item 13.

07/23/21
13:45

Names	S	Type	Useable Sq.Ft	Period & Charges		Code	Freq	-----Monthly-----		-----Annual-----		Sec Esc	Desc	Dates	CD	-----Recovery-----			
	T			Begins	Ends			Amount	PSF	Amount	PSF					Type	% Share		
OFF Office Building																			
202	C	1	24,580	10/01/2020	09/30/2021	RENT	M	17,554.21	0.71	210,650.52	8.57	8,869.00	Term						
	OC			01/01/2021		OPEX	M	8,665.00	0.35	103,980.00	4.23		0.00	Begin	10/01/2018				
Ameresco Solar-Solutions, LLC								26,219.21	1.07	314,630.52	12.80		End	09/30/2023					
													Move In	10/01/2018					
								17,902.43	0.73 *	214,829.16	8.74		Start Bill	05/01/2020					
Attn: Kim Cole								17,902.43	0.73	214,829.16	8.74		Move Out						
Framingham, MA 01701													Stop Bill						
								18,250.65	0.74 *	219,007.80	8.91		Notice						
								18,250.65	0.74	219,007.80	8.91		Expected Cancel						

Property Totals

Summary of Stes					Summary of Charges By Income Code						Sec Esc	\$8,869.00 \$0.00
	Count	% of Total	Sq Ftg	%Sq Ftg	Code	Description	Monthly	PSF	Annual	PSF		
Occupied	1	100.00	24,580	100.00	OPEX	Operating Expenses	8,665.00	0.35	103,980.00	4.23		
Vacant	0	0.00	0	0.00	RENT	Rent	17,554.21	0.71	210,650.52	8.57		
Totals	1	100.00	24,580	100.00	Total		26,219.21	1.07	314,630.52	12.80		

Deposit Batch Report
For Batches Approved 7/1/2021 - 7/31/2021 (Detail)
July 31, 2021

Property	Apartment	Name	Date	Effective Date	Code	Rent/ Other	Security Deposits	Misc	Return	Description	Reference
Batch : TomballEDC 16											
TomballEDC	OFF - 202	Ameresco Solar-Solutions, LLC	07/09/21	07/21	OPEX	8,665.00	0.00	0.00	0.00	Payment	240434
TomballEDC	OFF - 202	Ameresco Solar-Solutions, LLC	07/09/21	07/21	RENT	17,554.21	0.00	0.00	0.00	Payment	240434
Batch (TomballEDC-16)			26,219.21	Approved on: 7/9/2021		26,219.21	0.00	0.00	0.00		
Bank Book (TomballEDC) Total:			26,219.21			26,219.21	0.00	0.00	0.00		
Grand Totals:			26,219.21			26,219.21	0.00	0.00	0.00		

Select: 07/31/21

07/23/21
13:44

July 31, 2021

Ste	Name	Tenant Status	Cr St	# Lt	# Rtn	Description	Total Due	Prepaid	Future	0 - 30 Days	31-60 Days	61-90 Days	Over 90 Days
				0	0								

Property Total

Select: 07/31/21

07/23/21
13:44

July 31, 2021

Ste	Name	Tenant Status	Cr St	# Lt	# Rtn	Description	Total Due	Prepaid	Future	0 - 30 Days	31-60 Days	61-90 Days	Over 90 Days
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Grand Total

Select: 07/31/21

07/23/21
13:45

July 31, 2021

Ste	Tenant	Phone Number	Start Billing	Sec Dep Oth Dep	Status	Last Late Assessed	Due Date	Inv Number	Description	Income Code	Amount	Days Due Late
-----	--------	-----------------	------------------	--------------------	--------	-----------------------	----------	------------	-------------	----------------	--------	------------------

Building: -

Inv Total : 0

Inv Total :

Tenant Totals:

Report includes un-approved transactions.

Property Total:

Select: 07/31/21

07/23/21
13:45

July 31, 2021

Ste	Tenant	Phone Number	Start Billing	Sec Dep Oth Dep	Status	Last Late Assessed	Due Date	Inv	Number	Description	Income Code	Amount	Days Due	Late
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Grand Total:

Check Register Detail by Bank

Item 13.

As of August 11, 2021

Chk #	Line #	Chk Run	Property	Chk Date	Inv Date	Invoice #	P.O. #	Pd/Yr	Description	Exp Code	Amount	Bank	Type
Tomball EDC Operating Account (TomballEDC)													
Colliers Property Management Houston, LLC (0301300)													
000000	1093-1	90571	TomballEDC	07/07/21	07/01/21	25035		7/21	07/2021 Copier Lease	600030	30.00	TomballEDC	C
000000	1093-1	90571	TomballEDC	07/07/21	07/01/21	JUL21TEDC		7/21	07/2021 Management F600001		1,250.00	TomballEDC	C
000000	1093-2	90571	TomballEDC	07/07/21	03/15/21	24450		7/21	3/15/21 Mileage	600060	20.00	TomballEDC	C
000000	1093-1	90571	TomballEDC	07/07/21	03/15/21	24450		7/21	3/15/21 Day Porter	750100	140.00	TomballEDC	C
Total for Check 0000001093											\$1,440.00		
ENGIE Resources LLC (0725237)													
000000	1094-1	90571	TomballEDC	07/07/21	07/01/21	0000179773	7/21	7/21	5/25/21-6/24/21 Elec	750105	383.98	TomballEDC	C
000000	1094-1	90571	TomballEDC	07/07/21	06/30/21	0000170657	7/21	7/21	5/25/21-6/24/21 Elec	520001	233.30	TomballEDC	C
Total for Check 0000001094											\$617.28		
U.S. Lawns of North Houston (2106106)													
000000	1095-1	90571	TomballEDC	07/07/21	07/01/21	169526		7/21	07/2021 Landscaping	530001	893.55	TomballEDC	C
Total for Check 0000001095											\$893.55		
Colliers Property Management Houston, LLC (0301300)													
000000	1096-1	90764	TomballEDC	07/13/21	07/06/21	25090		7/21	06/2021 Day Porter-R	500005	210.00	TomballEDC	C
000000	1096-2	90764	TomballEDC	07/13/21	07/06/21	25090		7/21	06/2021 Mileage	600060	20.00	TomballEDC	C
000000	1096-1	90764	TomballEDC	07/13/21	07/06/21	25059		7/21	07/2021 Answering Se	600015	20.00	TomballEDC	C
000000	1096-2	90764	TomballEDC	07/13/21	07/06/21	25059		7/21	5/24/21-6/23/21 Cell	600015	25.00	TomballEDC	C
Total for Check 0000001096											\$275.00		
Competitive Commercial Construction (0300721)													
000000	1097-1	90938	TomballEDC	07/20/21	07/07/21	112001		7/21	7/7/21 VCT Demo/Gene519055		8,327.30	TomballEDC	C
Total for Check 0000001097											\$8,327.30		
Colliers Property Management Houston, LLC (0301300)													
000000	1098-2	91116	TomballEDC	07/27/21	03/08/21	24409		7/21	03/2021 Answering Se	600015	20.00	TomballEDC	C
000000	1098-1	91116	TomballEDC	07/27/21	07/19/21	25179		7/21	4/2021-6/2021 Postag	600025	5.61	TomballEDC	C
000000	1098-1	91116	TomballEDC	07/27/21	07/19/21	25169		7/21	06/2021 Bank Fees	600085	47.14	TomballEDC	C
000000	1098-1	91116	TomballEDC	07/27/21	03/08/21	24409		7/21	1/24/21-2/23/21 Cell	600015	25.00	TomballEDC	C
Total for Check 0000001098											\$97.75		

Check Register Detail by Bank

Item 13.

As of August 11, 2021

Chk #	Line #	Chk Run	Property	Chk Date	Inv Date	Invoice #	P.O. #	Pd/Yr	Description	Exp Code	Amount	Bank	Type
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Total Payments for Tomball EDC Operating Account (TomballEDC) \$11,650.88

Check Register Detail by Bank

Item 13.

As of August 11, 2021

Chk #	Line #	Chk Run	Property	Chk Date	Inv Date	Invoice #	P.O. #	Pd/Yr	Description	Exp Code	Amount	Bank	Type
Grand Total Payments											\$11,650.88		

Report Parameters:

Check Type: All Selected
Check Run ID: All Selected
Check # Range: 0000000000 through zzzzzzzzzz
Date Range: 01/01/1900 through 01/01/2100
Prd/Year Range: 7/2021 through 7/2021
Bank(s): Tomball EDC Operating Account (TomballEDC)

Accountant Approval: _____

CO. NAME: CPMS - Tomball EDC

MONTH: July 2021

BANK NAME & NO.: Amegy Bank

O/S Checks

	BAL AT END OF PREVIOUS MONTH	RECEIPTS	DISBURSEMENTS	BAL AT END OF CURRENT MONTH	
PER BANK STATEMENT	139,306.80	26,219.21	12,201.05	153,324.96	0.00
DEPOSITS IN TRANSIT-PREVIOUS				-	0.00
DEPOSITS IN TRANSIT-CURRENT		-		-	0.00
OUTSTANDING CHECKS-PREVIOUS	(68.52)	-	(68.52)	-	0.00
OUTSTANDING CHECKS-CURRENT			-	-	0.00
BANK ERRORS & CORRECTIONS		-		-	0.00
	-	-	-	-	0.00
					0.00
					0.00
CORRECT CASH BALANCE	139,238.28	26,219.21	12,132.53	153,324.96	0.00
BALANCE PER G/L	139,482.49	26,219.21	11,895.09	153,806.61	0.00
RECONCILING ITEMS	-	-	-	-	0.00
	-	-	-	-	0.00
07.2021 Water (6/28)	(55.27)	-	(55.27)	-	0.00
07.2021 Water (6/28)	(91.23)	-	(91.23)	-	0.00
07.2021 Water (6/28)	(97.71)	-	(97.71)	-	0.00
08.2021 Water (7/28)	-	-	66.59	(66.59)	0.00
08.2021 Water (7/28)	-	-	67.59	(67.59)	
08.2021 Water (7/28)	-	-	347.47	(347.47)	
	-	-	-	-	
CORRECT CASH BALANCE	139,238.28	26,219.21	12,132.53	153,324.96	

0.00

Deposits in Transit 0.00
0.00
0.00

0.00

0034359

3152-06-0000-AMG-PG0021-00000

COLLIERS PROPERTY MANAGEMENT
SERVICES LLC
1233 WEST LOOP S STE 950
HOUSTON TX 77027-9111

DIRECT INQUIRIES TO:

Direct all inquiries to Customer Service:

In Houston: 713-235-8810

In Dallas/Fort Worth: 214-754-9500

In San Antonio: 210-343-4500

Or Toll-Free: 800-287-0301

Press 0 for a Customer Service Representative

Amegy Bank - The "A" Bank

Amegy Bank, a division of Zions Bancorporation, N.A.

Receive payments faster! We're now a participating financial institution on the Real-Time Payments (RTP) network. RTP transactions clear and settle individually in real time and are irrevocable. RTP credits in your account(s) will appear on your statement as "Real Time (Name of Sender)."

SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Account Ending Balance	Outstanding Balances Owed
Commercial Analyzed Checking	5796305075	\$153,324.96	

COMMERCIAL ANALYZED CHECKING 5796305075

128 0

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
139,306.80	26,219.21	481.65	11,719.40	153,324.96

1 DEPOSIT/CREDIT

Date	Amount	Description
07/09	26,219.21	RDC DEPOSIT - SCANNER 8282010840

3 CHARGES/DEBITS

Date	Amount	Description
07/28	66.59	CITY OF TOMBALL UTILITY **_****_*2 REF # 021208001151443 1111723849
07/28	67.59	CITY OF TOMBALL UTILITY **_****_*6 REF # 021208001151393 1111723799
07/28	347.47	CITY OF TOMBALL UTILITY **_****_*2 REF # 021208001151444 1111723850

7 CHECKS PROCESSED

Number.....	Date.....	Amount	Number.....	Date.....	Amount	Number.....	Date.....	Amount
1092	07/02	68.52	1095	07/15	893.55	1097	07/29	8,327.30
1093	07/14	1,440.00	1096	07/19	275.00	1098	07/30	97.75
1094	07/16	617.28						

AGGREGATE OVERDRAFT AND RETURNED ITEM FEES

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

To learn more about our other products and services that may lower the cost of managing account overdrafts or to discuss removing overdraft coverage from your account, please contact Customer Service or visit your local branch.



To reconcile your checkbook balance to your statement balance: Mark off each entry in your check register that has been charged to your account during the statement period. List the checks you have written, but are not yet charged to your account in the “Checks Outstanding” column below. Then, follow the instructions in lines 1 through 10.

CHECKS OUTSTANDING	
Check Number	Check Amount
TOTAL:	

Transfer to Line 9.

CHECKBOOK BALANCE	
1. LIST your checkbook balance.	
2. ADD any deposits or other credits listed on the front of this statement which you have not recorded in your checkbook (such as payroll credits or other direct electronic deposits).	
3. SUBTOTAL:	
4. SUBTRACT any charges listed on the front of this statement which you have not recorded (such as service charges, automatic transfers, electronic transactions, etc).	
5. ADJUSTED CHECKBOOK BALANCE:	

This balance should agree with line 10, below.

STATEMENT BALANCE	
6. LIST your current statement balance as shown on the front of this statement.	
7. ADD deposits made, but not shown on this statement.	
8. SUBTOTAL:	
9. SUBTRACT total from "Checks Outstanding."	
10. ADJUSTED STATEMENT BALANCE:	

This balance should agree with line 5, above.

PROMPTLY EXAMINE YOUR STATEMENT AND REPORT ANY PROBLEM

You must promptly examine your account statements and report any discoverable errors, unauthorized signatures, alterations, missing endorsements, or unauthorized transfers. Failure to do so may result in your loss of certain rights or remedies. For example, you must identify the discoverable alteration or forgery of a check within 30 days of us sending you, or making available to you, the statement reflecting that check, and you must also immediately report to us what you find. Businesses should check their account transactions daily, for which various online services are available. For additional information, please see your deposit account agreement and application service agreement(s) for details. See also the consumer disclosures below.

CONSUMER ACCOUNTS: IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS OR CHECK RESERVE TRANS ACTIONS

As soon as you can, please notify us if you think an electronic transfer or Check Reserve transaction is wrong or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent or made available the FIRST statement on which the problem or error appeared. The provisions in this paragraph do not apply to business or other non-personal accounts. The owners of those accounts must settle all unauthorized transactions or errors within 24 hours of receipt of the item posting in order to be returned.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

For CHECK RESERVE accounts: You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount. While we investigate your question, we cannot report you as delinquent or take any

action to collect the amount you question. You must notify us in writing. You can telephone us, but doing so will not preserve your rights. Contact us at Amegy Bank, PO Box 25787, Salt Lake City, UT 84125-0787 or 1-713- 235-8810. 1-214-754-9500 or 1-800-287-0301.

For electronic transfers: We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. Contact us at Amegy Bank, PO Box 27459, Houston, TX 77227-7459 or 1-713-235-8810, 1-214-754-9500 or 1-800-287-0301.

Balance Subject to Interest Rate: We use the method called "average daily balance", (including current transactions) to calculate the daily balance. If you have any further questions about the method and how resulting interest charges are determined, please feel free to contact us at 1-800-287-0301.

CHECK RESERVE PAYMENT OPTIONS

The minimum payment due on your Check Reserve account will automatically be debited from your checking account on the payment due date unless payment is made by one of the methods listed below:

1. Make a transfer online at www.amegybank.com.
2. Call the customer service number listed on page one of your statement and request a transfer from your checking account to your Check Reserve account.
3. Mail your payment to:
Amegy Bank, PO Box 27459, Houston, TX 77227-7459
4. Make your payment at any Amegy Bank banking center.

We may report information about your Check Reserve account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Please notify us if we report any inaccurate information about your account(s) to a credit bureau. Your written notice describing the specific inaccuracy should be sent to us at the following address: Amegy Bank, PO Box 25787, Salt Lake City, UT 84125-0787.

With Bank-at-Home, you have an Amegy Bank of Texas banking center everywhere you have an Internet connection.

www.ameqybank.com

DAILY BALANCES

Date.....	Balance
07/02	139,238.28
07/09	165,457.49
07/14	164,017.49

Date.....	Balance
07/15	163,123.94
07/16	162,506.66
07/19	162,231.66

Date.....	Balance
07/28	161,750.01
07/29	153,422.71
07/30	153,324.96



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Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Silver Accounting Group, LLC, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1431 Graham Drive, Suite 150, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$8,236.00.

- Public Hearing

Background:

The Tomball Economic Development Corporation has received a request from Brian Silver, Founder of Silver Accounting Group, LLC, for funding assistance through the TEDC's Rental Incentive Program for an accounting firm.

Silver Accounting Group, LLC was established in 2019 and provides a variety of accounting services to small and medium sized businesses. Services provided include tax preparation, bookkeeping, payroll, business consulting, and entity services.

The proposed location is a 2,534 square foot lease space located within the Bank of America building on Graham Drive.

The goal of the TEDC's Rental Incentive Program is to assist in the establishment of new businesses in existing vacant spaces and to stimulate commercial investment in the City of Tomball. In accordance with the Rental Incentive Program Policy, the proposed performance agreement is for 25% of the base monthly rent for the first year of operation only.

The lease agreement that was submitted in conjunction with the request letter shows a five-year lease commitment with a monthly rent amount of \$2,745.17. The proposed grant amount is \$8,236, payable after the first year of operation based on landlord verification of rents paid and meeting the performance agreement criteria.

Although this project does not create primary jobs, it does promote the development and expansion of business enterprise, which is considered a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

Origination: Brian Silver, Founder, Silver Accounting Group, LLC

Recommendation: Staff recommends approval of the proposed Performance Agreement with Silver Accounting Group, LLC.

Party(ies) responsible for placing this item on agenda: Kelly Violette

Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No:

If yes, specify Account Number: #Project Grants

If no, funds will be transferred from account #

To account #

Signed _____

Staff Member-TEDC Date

Date _____

Approved by _____

Executive Director-TEDC Date

Date



Silver Accounting Group, LLC

Item 14.

Certified Public Accountants

1420 Fm 1960 Bypass Rd E STE 108, Humble, TX 77338
Phone (281) 446-5959 • Fax (281) 446-3833

September 9, 2021

Kelly Violette, CECd, PCED, AICP
Executive Director
Tomball Economic Development Corporation

Dear Kelly,

Silver Accounting Group LLC helps individuals, small businesses and non-profits with their tax planning, tax preparation, IRS representation, bookkeeping, payroll, entity services, and business advisory needs. We provide quality personal service at reasonable prices to a wide variety of clients. The firm has been in business since July 2019 and has grown rapidly by attracting new clients and acquiring two other firms. We currently serve over 2,000 clients mostly in the North Houston area.

Our only permanent office has been in Humble, TX but with our clientele growing in the Tomball area we are excited to establish a permanent office in Tomball. This will allow us to better serve our large existing local client base as well as become an active participant in the Tomball community and further grow our clientele. This new office will allow us to have client meetings, educational sessions, networking activities and add permanent employees in a professional office setting.

We have found a 2,534 square foot vacant space in the building at 1431 Graham Dr. that is being renovated. The size of the space will support our need to hire several new positions in the near future and will allow us to immediately place three of our staff there full time. In the coming months we will need to hire a receptionist and other positions for this upcoming tax season. In the future we will add more tax preparers, bookkeepers, and other staff as needed to support the growth.

We are funding the initial expenses of the move from our existing operations and those are primarily furniture, computers, and office supplies. We are requesting assistance from the Tomball EDC to offset some of the expenses which will allow us to speed up hiring the initial positions we need to add in preparation for the upcoming tax season.

Thank you for your consideration.

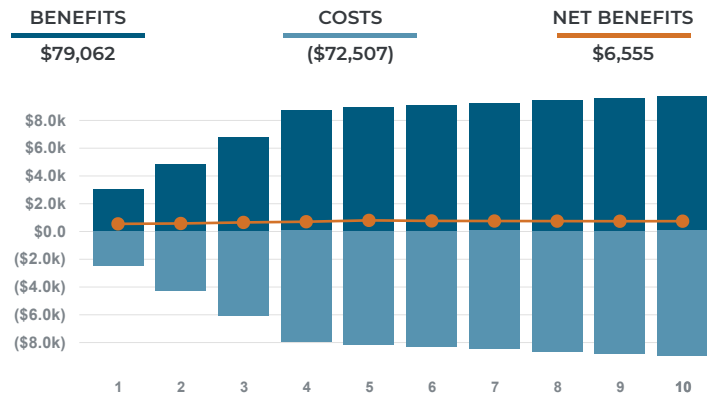
Sincerely,

Brian Silver
Silver Accounting Group LLC
brian@silveraccountinggroup.com

Recruitment

Scientific Research and Development Services

City of Tomball



NET BENEFITS	\$6,555
Present Value	\$4,994

BENEFITS	
Sales Taxes	\$4,563
Real Property Taxes	\$138
FF&E Property Taxes	\$1,134
Inventory Property Taxes	\$0
New Residential Property Taxes	\$335
Hotel Occupancy Taxes	\$0
Building Permits and Fees	\$0
Utility Revenue	\$52,781
Utility Franchise Fees	\$3,305
Miscellaneous Taxes and User Fees	\$16,807
Benefits Subtotal	\$79,062

COSTS	
Cost of Government Services	(\$19,448)
Cost of Utility Services	(\$53,059)
Costs Subtotal	(\$72,507)

JOBS



11.6 Total
9.0 Direct
2.6 Spin-off

Item 14.

SALARIES



\$38,412 Avg
\$40,000 Direct
\$32,958 Spin-off

CAPITAL INVEST.



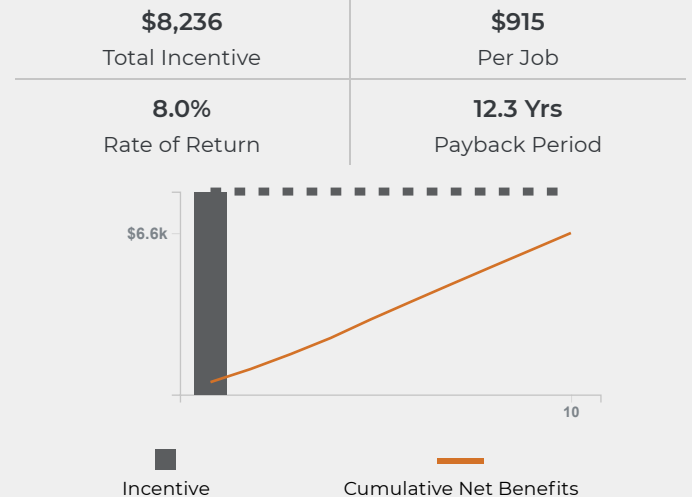
\$70,000
Buildings + FF&E

RESIDENTIAL DEV.



0.0 Homes
0.3 Relocations

INCENTIVE ANALYSIS



NET BENEFITS OVER 10 YEARS

CITY	\$6,555
COUNTY (\$1,665)	
SCHOOL DISTRICT \$2,965	
OTHER \$4,791	



NEW BUSINESS RENTAL INCENTIVE PROGRAM

PART A –BUSINESS OWNER APPLICATION

The New Business Rental Incentive Program seeks to reduce area vacancies and facilitate the establishment of new businesses in previously underutilized areas of the City. The intent of the program is to facilitate business growth and expansion by assisting businesses in leasing space. All grant award decisions of the Tomball Economic Development Corporation (TEDC) Board of Directors are discretionary and final. Through the Program, the TEDC will provide up to 25% of the base monthly rent for the first year of operation only, not to exceed \$10,000 per business.

Business Owner Applicant Information

Name of Business: Silver Accounting Group LLC

Current Business Physical Address: 1420 FM 1960 Byp Rd E, Suite 108

City, State & Zip: Humble, TX 77338

Mailing Address: 1420 FM 1960 Byp Rd E, Suite 108

City, State & Zip: Humble, TX 77338

Business Phone: 281-446-5959

Business Website: www.SilverAccountingGroup.com

Business Owner Name: Brian Silver

Applicant's Name (if different): _____

Position /Title: Owner

Phone and Email: 281-446-5959 / brian@silveraccountinggroup.com

Nature of Business: CPA Firm

Legal Form of Business

- ☐ Sole Proprietor
☐ Partnership Number of Partners _____
☐ Corporation
☒ Limited Liability Corp
☐ Other _____

Days and Hours of Operation

Days Open: Monday - Friday

Hours Open: 8am - 5pm

Business Start/Opening Date July 1, 2019

Employees

Full Time Employees (40 hours per week): 10

Part Time Employees (less than 40 hours per week): 1

Does the Business Owner Have any Relationship to the Property Owner/Landlord?

No ☒ Yes ☐ (please explain)

Moving and Space Improvement Cost and Funding Information

Investment Data

Tenant Space Improvement (finish)	\$ <u>1,000</u>
Landlord Space Improvement (finish)	\$ <u>5,000</u>
Equipment and Display	\$ <u>30,000</u>
Product Stock (for Opening)	\$ <u>0</u>
Marketing (First Year)	\$ <u>5,000</u>

Sources of Funding for Move/Expansion

Funds invested by owner	\$ <u>0</u>
Funds from other sources*	\$ <u>35,000</u>
Total estimated cost to move/expand	\$ <u>35,000</u>

* Source of Funding and Amounts Current business operations

New Lease Property Information

Address of space to be leased: 1431 Graham Dr, Suite 120, Tomball, TX 77375

Total amount of square feet to be leased and occupied: 2534

Term of lease (minimum 3 years): 5 years

Gross rental rate \$ 4117.75 per month \$ 19.50 per s.f.

Additional lease terms and other monthly charges: Base rent is \$13/sqft per year and NNN expenses are estimated at \$6.50/sqft per year.

Indicate any rate increases: No rate increases in base rent

FINANCIAL NEED DEMONSTRATION: Acceptance into the Rental Incentive Program requires an acceptable explanation of financial need. Use the lines below to explain why and how the rent subsidy is an important factor in opening your business.

Silver Accounting Group LLC is a CPA firm currently located in Humble, TX and is looking to expand into the Tomball area with the same high quality service and reasonable prices. We offer tax preparation, tax planning, bookkeeping, payroll and business advisory services.

As we open a new location in the Tomball area we will be able to have 3 employees located in the office immediately. To service the number of customers we already have in the Tomball area and the growth we project in the near future we need to add more staff to the office and invest in more office furniture and equipment. We are self funding the initial expenses but this rental assistance would allow us to hire more employees from the Tomball area much sooner and get the equipment they need. Without the assistance we will have to wait longer to hire more staff and we won't be able to service as many customers.

The ability to hire more staff as soon as possible will directly impact our ability to service individuals, small businesses, and non-profits in the Tomball area as we have done in the Humble area. We help small business owners get their businesses started and grow. With the economic turmoil of the past 2 years we have dedicated ourselves to helping small businesses not only survive but thrive and grow. We have also been able to help many individuals navigate the financial impacts of COVID.

Explain how your business will benefit and enhance the area in which you are locating and how your business will complement other businesses within the area:

As a professional services firm we work closely with related local business such as banks, attorneys, insurance agents, realtors, marketing agencies and community organizations such as the Chamber of Commerce. As we open the Tomball office we will become active members of the Chamber of Commerce and build a network of related businesses to recommend to customers.

We will look for opportunities to sponsor Chamber of Commerce events and other local events as well as find opportunities to support the community through educational sessions and other activities. As active members of the community we are open to ideas on how we can best support and benefit the community for the long term.

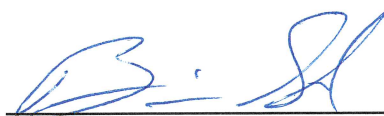
Certification

By signing below, the Business Owner of record (applicant) understands and agrees to the following:

1. All information contained in this application, the attached exhibits and other materials submitted in connection with this application are true and accurate to the best of the business owner's knowledge. Business owner understands and agrees that false or untruthful information may be grounds for the TEDC to stop processing this application or to withdraw any approval previously obtained based in whole or in part on such false or untruthful statements.
2. The TEDC is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
3. All tax obligations to the City of Tomball are current.
4. The business is currently in good standing with the City, and has no pending municipal code violations.
5. The business is not currently occupying the space with or without a lease in place.
6. The APPLICANT hereby certifies that the APPLICANT does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the TEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the TEDC. The form of such payment shall be a cashier's check or money order, made payable to the Tomball Economic Development Corporation. The TEDC has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

Brian Silver

Printed Name of Principal Owner



Signature

09/09/2021

Date

Please submit the completed application along with a copy of the Proposed Lease Agreement to:

Kelly Violette

Tomball Economic Development Corporation

29201 Quinn Road, Suite B

Tomball, TX 77375

For further questions about the Program, please contact Kelly Violette, Executive Director, at 281.401.4086 or kviolette@tomballtxdc.org.

**NEW BUSINESS RENTAL INCENTIVE PROGRAM****PART B – PROPERTY OWNER/LANDLORD APPLICATION**

Complete all items carefully and accurately to the best of your knowledge and return with a copy of Proof of Ownership to:

Kelly Violette

Tomball Economic Development Corporation

29201 Quinn Road, Suite B

Tomball, TX 77375

Property Address: 1431 Graham Dr, Tomball, TX 77375Property Owner of Record: Headquarters Too, LLCMailing Address: 3302 CanalCity, State & Zip: Houston TX 77003Phone: 281 602 3500 Email: PETER@TPC-RE.COMName(s) of Authorized Signatories: PETER LICATAName of Management Company: TPC Real EstateName of Representative/Contact Person: PETER LICATAManagement Company Address: 3302 CanalCity, State & Zip: Houston, TX 77003Phone: 281 602 3500 Email: PETER@TPC-RE.COM

Name of proposed business at site:

Silver Accounting Group LLC

Name of business owner:

Brian Silver

DOES THE BUSINESS OWNER OR THE BUSINESS HAVE ANY RELATIONSHIP TO THE
PROPERTY OWNER/LANDLORD? NO ☒ YES ☐ Please explain

SITE & LEASE INFORMATIONTotal amount of square feet to be leased and occupied by business: 2534Term of lease: 5 yearsGross rental rate \$ 4117.75 per month \$ 19.50 per s.f.Additional lease terms and other monthly charges: Base rent is \$13/sqft per year and NNN expenses are estimated at \$6.50/sqft per year.Indicate any rate increases: No rate increases in base rentIs the subject space currently vacant? Yes ☒ No ☐If yes, how long has the space been vacant? unknown monthsName of previous tenant: Title CompanyPrevious Rental Rate: \$ unknown Per Month \$ unknown Per Square Foot**CERTIFICATIONS****Are all real estate and personal property taxes due the City of Tomball paid in full?**Subject Property: YES ☒ NO ☐ (Please explain on supplemental sheet)Other Properties: YES ☒ NO ☐ N/A ☐**Are all City of Tomball water and sewer bills due paid in full?**Subject Property: YES ☒ NO ☐ (Please explain on supplemental sheet)Other Properties: YES ☒ NO ☐ N/A ☐**Have you been cited for any existing zoning, building or property maintenance code violations that remain uncorrected?**Subject Property: YES ☐ NO ☒ (Please explain on supplemental sheet)Other Properties: YES ☐ NO ☒ N/A ☐**Are you involved in any litigation with the City of Tomball?**☐ YES (Please explain on supplemental sheet)☒ NO

By signing below, the Landlord/Property Owner of record understands and agrees to the following:

1. All information contained in this application, the attached exhibits and other materials submitted in connection with this application are true and accurate to the best of the land owner's knowledge. Landowner understands and agrees that false or untruthful information may be grounds for the TEDC to stop processing this application or to withdraw any approval previously obtained based in whole or in part on such false or untruthful statements.
2. The TEDC is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
3. All tax obligations to the City of Tomball are current.
4. The property is currently in good standing with the City, and has no pending municipal code violations.
5. The business is not currently occupying the space with or without a lease in place.

HENDONWARTERS Too LLC

Printed Name of Property Owner/Landlord

[Signature]

Signature

9-8-21

Date

AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF HARRIS §

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **Silver Accounting Group, LLC** (the “Company”), 1420 FM 1960, Byp Rd E, Suite 108, Humble, TX 77338

WITNESSETH:

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to promote local economic development and stimulate business and commercial activity within the City of Tomball (the “City”); and

WHEREAS, the Company proposes to lease a 2,534 square foot existing office space located at 1431 Graham Drive, Suite 150, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company currently provides a full range of accounting, bookkeeping, consulting, payroll, and business services and proposes to expand its business operations by opening a full-service CPA office at the Property; and

WHEREAS, the Company proposes to create three (3) full-time jobs in Tomball in conjunction with the new location; and

WHEREAS, the TEDC agrees to provide to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not

to exceed Eight Thousand Two Hundred Thirty-Six Dollars (\$8,236.00), in accordance with an established Rental Assistance Incentive; and

WHEREAS, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Company agree as follows:

1.

Except as provided by paragraph 3, the Company covenants and agrees that it will operate and maintain the proposed business for a term of at least three (3) years within the City of Tomball.

2.

The Company also covenants and agrees that construction of the Improvements, the addition of the three (3) new employees, and obtaining all necessary occupancy permits from the City shall occur within twelve (12) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

The Company further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Eight Thousand Two Hundred Thirty-Six Dollars (\$8,236.00). The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Property; (b) proof that the Company has added the number of employees indicated above to its business operations on the Property, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; and, (c) an affidavit from the landlord of the Property stating that all rents have been paid in accordance with the terms of the lease agreement for the first twelve consecutive months of operation.

5.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus $\frac{1}{2}\%$ per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus $\frac{1}{2}\%$ per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds.

6.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force whether the Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

7.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:	Tomball Economic Development Corporation 401 W. Market Street Tomball, Texas 77375 Attn: President, Board of Directors
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If to Company:	Silver Accounting Group, LLC 1420 FM 1960 Byp Rd. E, Suite 108 Humble, TX 77338 Attn: Brian Silver, Owner
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8.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

9.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

10.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

11.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2021 (the "Effective Date").

SILVER ACCOUNTING GROUP, LLC

By: _____

Name: Brian Silver

Title: Owner

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: _____

Name: Bill Sumner Jr.

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
 2021, by Brian Silver, Owner of Silver Accounting Group, LLC, for and on behalf of said
 company.

 Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the _14th_ day of __September__
 2021, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic
 Development Corporation, for and on behalf of said Corporation.

 Notary Public in and for the State of Texas

My Commission Expires: _____

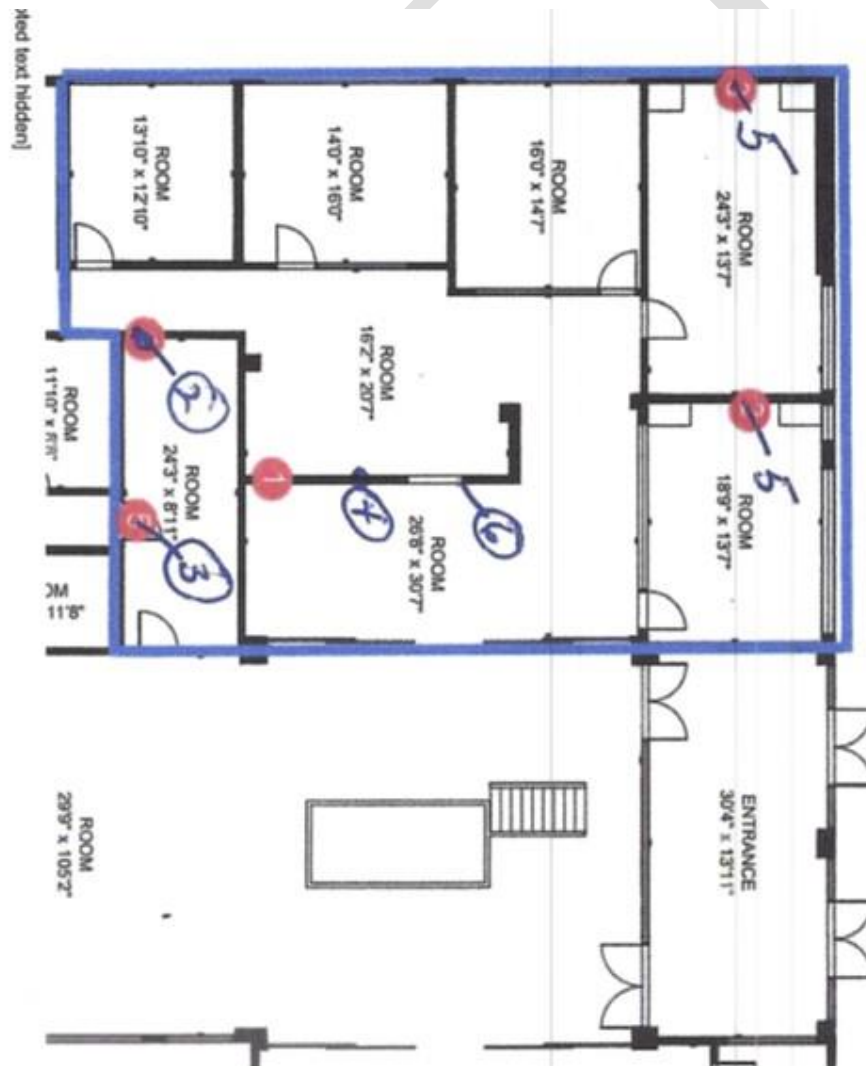
(SEAL)

Exhibit "A"**Legal Description of Property**

Legal Description: A TRACT OR PARCEL CONTAINING 3.749 ACRES OR 163,311 SQUARE FEET OF LAND SITUATED IN THE J.M. HOOPER SURVEY, ABSTRACT NUMBER (NO.) 375 AND W. HURD SURVEY, ABSTRACT 378, HARRIS COUNTY, TEXAS, BEING ALL OF A CALLED 3.7512 ACRE TRACT AS DESCRIBED IN DEED TO GRAHAM ROAD INVESTMENTS, LTD AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO V494896, WITH SAID 0.0000 ACRE TRACT BEING MORE PARTICULARLY COORDINATE SYSTEM SOUTH CENTRAL ZONE (NAD82):

Headquarters Too, LLC Building

Property Address: 1431 Graham Road, Suite 150, Tomball, TX 77375



Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

Consideration and possible action by Tomball EDC regarding a Project Agreement with the Friends of Tomball Community Library under Section 505.158 of the Development Corporation Act.

- Public Hearing

Background:

Staff has received an official request for grant funding assistance from Janna Hoglund, Director, LSC-Tomball Community Library for assistance with developing a Young Adult Space to serve area youth.

In the attached letter, Ms. Hoglund provides an overview of the project, which includes remodeling a second-floor space at the Tomball Library and purchasing technology programs and equipment to provide improved access to advanced technology, resources, educational opportunities and other relevant services. The goal of the project is to create a space that will provide learning and development experiences for youth, including workforce education initiatives, bridging technology gaps, and provide various skills to prepare them for the future.

Goal 5 of the TEDC Strategic Plan (Education and Workforce Development) is to partner with Local/Regional Educational institutions to further develop youth workforce initiatives in the city.

Origination: Janna Hoglund, Director

Recommendation:

Staff recommends approval of the Project Agreement with the Friends of Tomball Community Library.

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No: If yes, specify Account Number: #Project Grants

From account #	To account #
If no, funds will be transferred from account #	

Signed		Approved by	
	Staff Member-TEDC Date		Executive Director-TEDC Date

Dear Tomball Economic Development Corporation,

The LSC-Tomball Community Library is committed to providing innovative services within the greater Tomball area for all age groups including the local youth. One of our current goals is to improve services for the local teens and to create an efficient teen space via its very much needed reorganization. The purpose of the reorganization is to provide the teens with the improved access to advanced technology, resources, educational opportunities and other relevant services. The goal is to create the space that will provide teens' development through their guidance into adulthood, workforce education initiatives, improving their quality of life, and various experiences to prepare them for the future. These resources will be also applicable to different age groups.

We are excited for the opportunity to partner with the Tomball Economic Development Corporation and thankful for the support.

Problem Statement and Needs Assessment

There are few free spaces in the Tomball area where teens can go to. We would like our teens space to become one of the teens' destinations.

"The allotment of space in public buildings clearly illustrates which groups matter and which do not," (Velasquez, 2016)¹. Currently the LSC-Tomball Community Library does not provide an adequate space for the teens in our community. The current YA space has the following service obstacles:

- Lack of the regular and advanced equipment appealing to this age group
- Lack of the services for teens due to the lack of the above stated equipment
- Outdated and unappealing décor
- No librarian service point (inability to offer specialized teen services, difficulty offering programs, inability to provide consistent technical support in the YA Space and to secure the space)

Research shows that teens from low-income households have limited access to technology, resulting in fewer opportunities to become technologically literate. Studies from the Pew Research Center have found that households that make less than \$30,000 a year are unlikely to have smartphones, computers, tablets or access to the internet at home, which leaves them "more likely to face obstacles in navigating this increasingly digital environment" (Vogels, 2021)². The updated YA Space can bridge this economic gap to improve career readiness and quality of life by providing access to advanced technology and related services.

¹ Velasquez, J. (2016, August 31). A place of their own. American Libraries Magazine. <https://americanlibrariesmagazine.org/2016/09/01/library-teen-spaces-place-of-their-own/>.

² Vogels, E. A. (2021, June 22). Digital divide persists even as Americans with lower incomes make gains in tech adoption. Pew Research Center. <https://www.pewresearch.org/fact-tank/2021/06/22/digital-divide-persists-even-as-americans-with-lower-incomes-make-gains-in-tech-adoption/>

Teen spaces reorganization have been proven to be successful in other public libraries (I.e., Logan Library in Philadelphia, the Los Angeles Public Library, the Orland Park Library and several others)³. The results of the on the Chicago Public Library reported that:

...youth of all participation types reported more involvement with their chosen interest(s) than they had when they first came...teens claimed they had improved in at least one digital media skill...participants reported that their participation had improved their academic skills...helping them communicate better with adults and improve their writing skills...finally, participants had reported [that the project] had helped them understand more about the opportunities available to them after high school (Sebring)⁴.

The Teens space reorganization represents Phase 2 of the Tomball Innovation Lab initiative that started in 2019 and had its grand opening on January 28, 2020. This initiative was supported by the Tomball Chamber of Commerce, the Tomball Economic Development Corporation, Tomball ISD, HCA-Houston Healthcare Tomball and the city of Tomball. The investment between HCPL and outside agencies totaled over \$45,000 (funds were used to purchase advanced technical equipment such as a laser cutter, 3D printers, laptops, and other). The addition of the TIL showed significant increase in community engagement and participation in technology-focused classes and programs*:

	January 2019-February 2019	January 2020-February 2020
Technology related programs	40	53
Average attendance	69	363
Average technology classes offered	43	70
Average technology focused contact hours	187	785

*Statistics are prior March 2020 (due to the pandemic).

The Space

The YA space will provide educational opportunities to our teens, jobs preparation and career development, technological literacy, social literacy and leadership experiences.

³ Kozlowicz, C. (2020, January 26). Menomonee falls public library plans to create a teen center. Milwaukee Journal Sentinel. <https://www.jsonline.com/story/communities/northwest/news/menomonee-falls/2020/01/23/menomonee-falls-public-library-include-teen-center-improvements/4530436002/>

Renewing our story. Orland Park Public Library. (2021, January 11). <https://www.orlandparklibrary.org/renewing-our-story-blog/>
Teen'scape: The origin story. Teen'Scape: The Origin Story. (2015, November 12). <https://www.lapl.org/collections-resources/blogs/lapl/teen%E2%80%99scape-origin-story>

Hahn, A. (2018, December 18). At rejuvenated Logan Library, room for the noisy joy of teenage kicks. <https://why.org/>.
<https://why.org/articles/at-rejuvenated-logan-library-room-for-the-noisy-joy-of-teenage-kicks/>

Lange, A. (2018, May 24). Young adult architecture. Curbed. <https://archive.curbed.com/2018/5/24/17389648/library-architecture-teens-public-space>

⁴ Sebring, P. A., Brown, E. R., Julian, K. M., Ehrlich, S. B., Spote, S. E., Bradley, E., & Meyer, L. (2013). Teens, digital media, and the Chicago public library. University of Chicago Consortium on Chicago School Research

Teen-Focused Furniture:

It is essential to provide teens with appealing décor, age-appropriate furniture and specialized librarian services. To this end we have researched furniture that is appealing, mobile and encourages project collaboration and ease of use for YA Space resources.

- Minimalistic service desk
 - Specialized, non-invasive or intimidating young adult librarian presence in the young adult space
 - Increases young adult reference and guidance for technology use
 - Librarians can supervise the YA Space, secure YA Space technology while not appearing invasive
- Modern furniture
 - Multi-functional furniture
 - Mobile chairs and tables are easily arranged for focused programming as well as casual collaboration and socialization
 - Chairs with power sources for charging wireless devices, moveable footstools with storage for backpacks and textbooks, mobile side tables for holding devices and books
 - Dividers in order to section off the room for programs while still allowing access to the YA space for casual use.

Estimated Cost for space remodel and refurnish: \$17,674

Featured Technology and Related Programs/Activities

The teen space must remain up-to-date with technology and equipment that is attractive and engaging with teens. Digital literacy is crucial for success in today's workforce, and access to these advanced technologies will also support learning and development in problem solving, health and wellness, and social skills.

Some of the proposed equipment:

- Digital Table – an interactive smart table with a touch screen interface. It has access to the internet and multiple activities via downloadable applications on several topics (I.e., education prep – Acellus Student; resume building – Resume Maker Professional 20; language learning – DuoLingo, art – Sketchbook Pro, Animation Desk Classic, Adobe Creative Cloud; design and drawing CorelCAD, Inkscape; and others). The table is compatible with multiple devices. Planned programs to use the digital table include Teen Tech Tuesdays, Career Workshops, and Robotics/Engineering Challenges.
- Digital Wall - a large screen display on one of the space's walls. (I.e., hosting virtual visits from local to international guests, virtual seminars, public speaking and presentations opportunities, collaborative learning and gaming) Planned programs to use the digital wall include special virtual events, Teen Anime Club, and Teen Advisory Group.
- Virtual reality headsets – wireless with realistic virtual experiences through downloadable apps or via Internet connection (cognitive and well-being applications – VRHealth Portal, Appility; interactive interview practice – VirtualSpeech Training; education - virtual tours of worldwide historical locations and museums; health – Human Anatomy VR to explore the human body) Planned programs to use virtual reality include special Quest, Focus on Art, and Teen Tech Tuesday.

Estimated Cost for Technology and Equipment: \$29,940

Total estimated cost: \$47,614

Desired Outcomes and Measurements

Desired Outcomes

Program: Teen Space Reorganization

Situation: Currently the LSC-Tomball Community Library does not provide an adequate space for the teens in our community

Inputs (What we invest)	Outputs (What we do and who we do it to.)		Outcomes – Impact (The incremental events/changes that occur as a result of the outputs)		
	Activities	Participation	Short	Medium	Long
Funding Advanced technology Engaged and creative staff TEDC support	Marketing and outreach Programs and events Career Workshops Creative Writing Group Technology and computer programs Professional visits Art and design programs Teen Advisory Group	Customers (teens) Community Teens Community Partners Families Teens School groups Other libraries	Improved access to advanced technology in the library Increased participation in a variety of library programs Increased connection with peers Increased creative expression Increased literacy: general, technology, health	Increased creative and practical application of technology skills Increased social skills and confidence with others Increased skills with particular creative expression (more skilled at digital drawing, for example) Forward thinking attitude towards career opportunities	Improved quality of life due to increased literacy skills Engagement with job-skill and education related activities Solid social skills and social confidence Decreased anxiety and uncertainty toward shift to adulthood Lifelong library users Independent learners Increased collaboration with partners

Assumptions

A dedicated teen space in the library is an ideal space for teens to gain career development skills, technological literacy, social literacy and educational experiences

External Factors

Covid has delayed reorganization, and re-introducing the teen space will be challenging after a long time

Performance Indicators of Success:

Quantitative:

- Increase in teen usage of the YA Space
- Increase in attendance/participation of teen programs
- Increased variety of teen programs offered
- Increased teen usage of advanced technology and TIL equipment

Qualitative:

- Positive public feedback of the YA Space services via
 - surveys,
 - teen advisory group feedback
 - comment cards
 - impact stories

Sample of Planned YA Space Programs

- **Bi-Weekly Career Workshops:** Centered around job and career relate themes, these workshops can help to focus career goals, write resumes, practice interview skills, and can use the available technology (iPad, touch table, ect) to boost teens' technical skills. Guest speakers and professional contacts would be a great option here as well.
- **Weekly Teen Writers' Group:** Creative focus, writing, utilizing library resources to learn about publishing. Writing and language skills are extremely important for young people entering the workforce, and this program will help to increase competence and confidence.
- **Weekly Teen Tech Tuesdays:** Teens will focus on learning technology skills through lessons and free experimentation with interactive smart table, robotics kits, VR, and more. The goal is to develop confidence with technical applications and critical thinking skills.
- **Weekly Teen Anime Club:** In this club, teens can interact and develop social skills around a shared interest in anime and Japanese art/culture. Here, they can utilize the iPad and smart table to create their own art and animation projects, and also connect with other Innovation Lab equipment such as the 3D printer and laser cutter.
- **Weekly Teen Gaming Fridays:** Through collaborative and educational gaming we can encourage literacy activities like reading, writing & creating, as well as co-operative play and problem solving. Many games are themed around creating and learning, as well as being entertaining to play.
- **Bi-weekly Family Saturday:** Allow for the community to come in and use YA Room technology with guidance from YA Room staff. Getting parents and families of teens involved with activities in the Teen Space is important to maintain long-term engagement.
- **Weekly Homeschool groups:** A specific time to accommodate homeschooled teens during the day. The Teen Space will give homeschooled teens an opportunity to socialize, access new technology, and develop life and job-related skills.
- **Special events:** Through outreach to YA authors, other teen groups, and career professionals, the Teen Space will become a hub for teens to gain new information and perspectives on career options, how to improve their quality of life, and how to enhance their education and vocational opportunities.
- **Monthly Robotics Basics Build:** Go over the basics of building robots using the Mindstorm kits. This would cover basic builds that help understand different motor functions and coding to utilize those tools.
- **Quarterly Robotics Challenge:** Create challenges that must be completed by a robot built from these kits. Participants would have multiple days to design and build a robot that will then have to be tested by the challenges laid out ahead of time.
- **Weekly Free Build:** Allow kits to be checked out by patrons for use in the YA room with supervision. This allows free flow creative building and design.
- **Monthly Arduino Kit Projects:** Create programs that will focus on different aspects of the tools available in the Arduino kit to showcase how they can be used to create control devices and be implemented in other projects
- **Quarterly Arduino Kit Design Challenge:** Create a program that tasks participants with creating a control device that will be able to do specific tasks and allow them to design and create the final product.
- **Weekly Quests:** Find applications or experiences that promote a theme (exploration, health, careers, etc). Provide those experiences to those who may not otherwise be able to enjoy them in the real world (Tours of faraway places, walks through art museums, new takes on history through first person perspective). Integrate the quests into the game day programs by using VR games that are team focused (Keep Taking and Nobody Explodes, etc.)

- **Weekly Focus on Art:** Art and design sessions using iPad and interactive table to encourage creativity and connect art with technology. Can also be combined with VR technology to create interactive sculpture and displays.
- **Teen Advisory Group:** A group for teens to communicate and give feedback on library programs, help other in the community, and develop teamwork and collaboration skills. TAG activities include teen organized and led clubs and programs, volunteers, and connections with other teen groups around the world via our digital wall.

TOMBALL ECONOMIC DEVELOPMENT CORPORATION PROJECT AGREEMENT

This Project Agreement (this “Agreement”) is made by and between the Tomball Economic Development Corporation, a State of Texas Type B Economic Development Corporation (the “TEDC”), and Friends of Tomball Community Library, a 501c3 nonprofit organization (the “Organization”) and is entered into by the Parties on the date of execution below (the “Effective Date”).

RECITALS

WHEREAS, the TEDC’s Board of Directors (the “Board”), at its meeting on September 14, 2021, after conducting a public hearing that was published on September 10, 2021, found that a project that included the TEDC’s provision of land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements to the Lone Star College- Tomball Community Library would promote new or expanded business development (the “Project”); and

WHEREAS, through the Project, the TEDC will assist the Organization in promoting and expanding business development in the City of Tomball, Texas (the “City”) by providing \$47,614.00 to the Organization to remodel and refurnish a youth space and for the purchase of Technology Programs and Equipment (the “Equipment”), with a description of the Equipment being attached to this Agreement as “Exhibit B”; and

WHEREAS, the Organization, in partnership with the Lone Star College–Tomball, a branch of the Lone Star College System, a State of Texas public community college (the “College”), the Harris County Public Library (the “HCPL”), and Harris County Precinct 4 (the “Precinct”), will use the Equipment to provide improved access to advanced technology, resources, educational opportunities and other relevant services to promote educational and job training opportunities for the College and the HCPL as well as residents of the City and the Precinct (the “Training”); and

WHEREAS, in addition to the Training, the City and the Precinct will use the Equipment at an Young Adults Space at the HCPL that will be open to the public and be focused on promoting and expanding business development in the City and the Precinct (the “Lab”), with a more detailed description of the Training and the space being attached to this Agreement as “Exhibit A”; and

WHEREAS, as consideration for the TEDC’s provision of funding to the Organization for the Improvements and Equipment through the Project, the Organization has agreed to satisfy and comply with certain terms and conditions provided in this Agreement; and

NOW, THEREFORE, in consideration of mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Organization agree as follows:

AGREEMENT

Section 1. Term.

This Agreement shall become enforceable upon the Effective Date and shall remain in effect for five (5) years, unless terminated or cancelled earlier (the “Term”). The Term may be extended through a written amendment to this Agreement executed by the Parties.

Section 2. Organization Obligations.

A. Continued Operation. The Library hereby covenants and agrees that it will continue to operate and develop its Young Adult Space in the City throughout the Term.

Section 3. TEDC Obligations.

A. Project Payment. In consideration of the Organization representations, promises, and covenants, the TEDC agrees to grant to the Organization \$47,614.00 to remodel and refurbish the space and for the purchase of Technology Programs and Equipment (the “Equipment”), with a description of the Equipment being attached to this Agreement as “Exhibit B”.

B. Additional Incentive Payment. To the extent allowed by law, the Board may amend this Agreement to allow for additional provisions of land, buildings, equipment, facilities, expenditures, targeted infrastructure, or improvements to the Library that would promote new or expanded business development.

C. Contingency. The Parties understand and acknowledge that the funding of this Agreement is contained in the TEDC’s annual budget and is subject to the approval of the Board in each fiscal year. The Parties further agree that should the Board fail to approve a budget which includes sufficient funds for the continuance of this Agreement, or should the Board fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall terminate as to the TEDC and the TEDC shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by the TEDC to discharge its obligations under this Agreement are expended, the library’s sole and exclusive remedy shall be to terminate this Agreement.

Section 4. Termination.

A. This Agreement shall terminate upon the expiration of the Term, unless terminated earlier as the result of a default by the Organization under one of the following provisions:

1. General Default. Either Party may terminate this Agreement during the Term as provided in this paragraph if the other Party is in default by failing to comply with the obligations of this Agreement. The Party alleging the default will give the other Party notice of the default in writing. If the Party in default fails to cure the default within sixty (60) days of the date of the notice, then the Party giving the notice may terminate this Agreement by written notice to the other Party, specifying the date of termination. However, neither Party may be deemed to be in default of this Agreement if performance of this Agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the Parties (the “force majeure”) during the Term, but only for so long as the event of force majeure reasonable prevents performance.

2. Funding Agreement Default. In the event Organization enters into any type of funding agreement with the City and such funding agreement terminates because of default of the Organization, then this Agreement shall terminate.

3. Undocumented Worker Employment Default. According to Chapter 2264 of the Texas Government Code (the “Code”), the Library will not knowingly employ an individual who, at the time of employment: (i) is an undocumented workers as that term is defined in the Code; and, (ii) is not lawfully admitted for permanent residence to the United States or, is not authorized under the law to be employed in that manner in the United States. Additionally, if the is convicted of a violation under 8 U.S.C. Section 1324a(f), then the conviction is a breach of this Agreement and the TEDC will send the Library written notice that the Library has violated this paragraph and that the Agreement terminates thirty (30) days from the date of the notice.

B. It is understood and agreed by the Parties that, in the event of a default by the TEDC on any of its obligations under this Agreement, the Library's sole and exclusive remedy shall be limited to either the termination of this Agreement, or a suit for specific performance.

Section 5. Reimbursement For Default.

If this Agreement terminates because of the Organizations' default, then the Organization shall reimburse the TEDC for all expenses that the TEDC has made to the Organization related to this Agreement, excluding any previous reimbursement payments made by the Organization under this Agreement (the "Reimbursement"). The Reimbursement shall be in accordance with the following provisions:

1. The Reimbursement shall be made for all direct expenses paid by the TEDC to the Organization along with interest at the rate equal to the 90-day Treasury Bill plus one-half percent ($\frac{1}{2}$ %) per annum, within one hundred twenty (120) days after the TEDC notifies the Organization of the default;
2. The Reimbursement shall include any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to enter into this Agreement and to obtain the Reimbursement; and,
3. The Reimbursement obligation survives termination of this Agreement.

Section 6. Miscellaneous.

A. Liability. To the extent permitted by law, no director, officer, employee, or agent of the TEDC, and no officer, employee, or agent of the City, shall be personally responsible for any liability arising under or related to this Agreement.

B. Assignability. This Agreement may not be assigned by the Organization to any other person or entity unless the TEDC consents in writing to such assignment.

C. Jurisdiction and Venue. This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

D. Amendment. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only in writing, and by the signatures and mutual consent of the Parties.

E. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by: (i) depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid, registered or certified mail, return receipt requested; (ii) by delivering the same in person to such Party; (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or, (iv) by facsimile or other electronic transmission; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the Parties for the purpose of notice under this Agreement shall be as follows:

To the TEDC:
Tomball Economic Development Corporation
Attn: President, Board of Directors
401 West Market Street
Tomball, Texas 77375

Friends of Tomball Community Library:
Friends of Tomball Community Library
Attn: Lain Hopwood

F. No Waiver. The failure of either Party to insist in any one or more instances on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance. However, the TEDC hereby reserves and retains any and governmental immunities that it might now have or possess in the future.

G. Severability. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity, or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

SIGNATURES

THIS AGREEMENT is hereby executed by the Parties on this _____ day of _____ 2021.

FOR: THE TEDC

**FOR: FRIENDS OF TOMBALL
COMMUNITY LIBRARY**

By: _____

By: _____

Name: Gretchen Fagan

Name: _____

Title: President, Board of Directors

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: Secretary, Board of Directors

Title: _____

ACKNOWLEDGMENT – FOR THE ORGANIZATION

**THE STATE OF TEXAS §
COUNTY OF HARRIS §**

This instrument was acknowledged before me on the _____ day of _____ 2021,
by _____, _____ of _____,
Name Position/Title Entity Name
for and on behalf of said Entity.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT – FOR THE TEDC

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____ 2021,
Day Month
by Gretchen Fagan, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

EXHIBIT A – TRAINING PROGRAM & INNOVATION LAB DESCRIPTION

The Young Adult (YA) space reorganization represents Phase 2 of the Tomball Innovation Lab initiative that started in 2019 and had its grand opening on January 28, 2020. This initiative was supported by the Tomball Chamber of Commerce, the Tomball Economic Development Corporation, Tomball ISD, HCA-Houston Healthcare Tomball and the city of Tomball.

The YA space will provide educational opportunities for teens, job preparation and career development, technological literacy, social literacy and leadership experiences.

Teen-Focused Furniture:

It is essential to provide teens with appealing décor, age-appropriate furniture and specialized librarian services. To this end we have researched furniture that is appealing, mobile and encourages project collaboration and ease of use for YA Space resources.

- Minimalistic service desk
 - Specialized, non-invasive or intimidating young adult librarian presence in the young adult space
 - Increases young adult reference and guidance for technology use
 - Librarians can supervise the YA Space, secure YA Space technology while not appearing invasive
- Modern furniture
 - Multi-functional furniture
 - Mobile chairs and tables are easily arranged for focused programming as well as casual collaboration and socialization
 - Chairs with power sources for charging wireless devices, moveable footstools with storage for backpacks and textbooks, mobile side tables for holding devices and books
 - Dividers in order to section off the room for programs while still allowing access to the YA space for casual use.

Estimated Cost for space remodel and refurnish: \$17,674

EXHIBIT B – DESCRIPTION OF EQUIPMENT

Featured Technology and Related Programs/Activities:

- Digital Table – an interactive smart table with a touch screen interface. It has access to the internet and multiple activities via downloadable applications on several topics (I.e., education prep – Acellus Student; resume building – Resume Maker Professional 20; language learning – DuoLingo, art – Sketchbook Pro, Animation Desk Classic, Adobe Creative Cloud; design and drawing CorelCAD, Inkscape; and others). The table is compatible with multiple devices. Planned programs to use the digital table include Teen Tech Tuesdays, Career Workshops, and Robotics/Engineering Challenges.
- Digital Wall - a large screen display on one of the space's walls. (I.e., hosting virtual visits from local to international guests, virtual seminars, public speaking and presentations opportunities, collaborative learning and gaming) Planned programs to use the digital wall include special virtual events, Teen Anime Club, and Teen Advisory Group.
- Virtual reality headsets – wireless with realistic virtual experiences through downloadable apps or via Internet connection (cognitive and well-being applications – VRHealth Portal, Appility; interactive interview practice – VirtualSpeech Training; education - virtual tours of worldwide historical locations and museums; health – Human Anatomy VR to explore the human body) Planned programs to use virtual reality include special Quest, Focus on Art, and Teen Tech Tuesday.

Estimated Cost for Technology and Equipment: \$29,940

Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with GK Hospitality Development, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a 6,530 square foot commercial facility generally located near the northwest corner of SH 249 and FM 2920 Road, Tomball, Texas 77377. The estimated amount of expenditures for such Project is \$107,500.00.

- Public Hearing

Background:

The Tomball Economic Development Corporation has received a request from Ali Khan, Principal, GK Hospitality Development, LLC, for assistance with infrastructure costs related to the construction of a convenience store and gas station to be developed on the west side of SH 249, north of the Lowe's center.

The proposed development will consist of an approximately 6,530 square foot retail building and Chevron gasoline service station on approximately 0.75 acres. The building will house a convenience store and provide two retail lease spaces. The estimated capital investment for the project is \$3,092,500.00. GK Hospitality Development also has future plans to develop the adjacent tract as a multi-family project.

The eligible infrastructure improvements include water, sanitary, gas, storm sewer, telecommunications, electric utilities and related site improvements totaling approximately \$525,500.00.

Targeted infrastructure that will promote the development and expansion of business enterprise is a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

An economic impact analysis is included with the agreement to show the impact of this project of Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is \$281,042.00.

If the agreement between the TEDC and GK Hospitality Development, LLC is approved as a Project of the Corporation, the grant funding amount will not exceed \$105,100.00, based on 20% of the actual expenditures for the eligible infrastructure improvements.

Origination: Ali Khan, Principal, GK Hospitality Development, LLC

Recommendation:

Staff recommends approval of the proposed Performance Agreement with GK Hospitality Development, LLC

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: ☒ No: ☐ If yes, specify Account Number: #Project Grants

If no, funds will be transferred from account # _____ To account # _____

Signed		Approved by	
	Staff Member-TEDC Date		Executive Director-TEDC Date

GK Hospitality Development, LLC



4606 FM 1960 W. Suite 640
Houston, Texas 77069
Phone 281-895-7773

September 10, 2021

Tomball Economic Development Corporation ("TEDC")
Attn: Board of Directors
29201 Quinn Rd., Suite B
Tomball, TX 77377

RE: Grant Request – New Chevron Retail Center Development
Hwy. 2920 and Hwy 249 directly behind Lowes Department Store
Tomball, TX 77377

Dear TEDC Board of Directors:

On behalf of GK Hospitality Development, LLC. ("Owner"). I would like to request grant funding from the TEDC for the development and construction of a new 6,580 sq. ft. Chevron Retail Building (includes Grocery, Deli/Restaurant and Retail rental spaces) to be located on the northwest corner of FM 2920 and Hwy 249 directly behind Lowes Department Store. The legal description of the site are 3D, ABST 34 J House and RES F BLOCK 1 Tomball Center R/P.

This project involves the improvement of a raw .75 acre tract of land. Construction will include all requirements to complete the Chevron Center, underground utilities, water and waste water to be brought in to the property for connections, underground storage tanks, fuel pumps, canopy, parking and driveways.

We are also working on some pre-construction commitments for the remaining other rental spaces who will also be new employers in the City



of Tomball and would create new employment opportunities and generate sales tax revenues. We expect the remaining two spaces to be leased before the building is finalized.

GK Hospitality Development and its owners are partners in several other Holding Companies, that has developed Commercial and Residential holdings in several Texas Cities, Houston, Orange, Pearland, Beaumont, Silsbee and Port Arthur to name a few.

GK Hospitality Development has a strong interest in the Development of the Chevron Center in Tomball with plans to develop a Multi-Family Complex directly behind the Chevron Center. Our company values and appreciates the City of Tomball and would like for GK Hospitality to be involved long term with the City and its growth potential with current and future developments. Our request for grant funding is driven by different challenges in that the site does not have any waste water connection along with the development cost that has increased drastically over the last year creating greater expenses than we anticipated. Our plan as well is to seek grant funding for signage, lighting, landscaping and irrigation system

The Development and Construction of the improvements will take six to eight months due to all the supply delays. Our current estimate costs are as follows:

1. Development Services – none charged by GK\$00.00
2. Land Current Basis\$675,000
3. Hard Costs – Construction of Infrastructure\$870,170
4. Hard Cost – Building Construction\$1,115,000
5. Soft Cost – Architect & Engineering\$65,255
6. Soft Cost –other 3rd party, Bank, Title, Survey, etc.,\$170,575
7. Pylon Sign for Chevron and 2 tenants\$41,000
8. Landscaping & Irrigation\$48,000

Other: Rental Space Allowance for interior Build-out



9. T.I. Allowance from owner to tenant\$88,000

We have provided Kelly Violette, the Executive Director with preliminary architectural plans and drawings of the development and also included preliminary site plans, survey, aerial pictures of the development site, turnkey construction cost, IMST feasibility projection report on the Chevron Station and the TEDC grant application form duly filled out.

We are open to answer questions that you may have about the Chevron Center project and on the future Multi-Family Apartment Development. Thank you for your consideration regarding these Development Projects in the City of Tomball, Texas

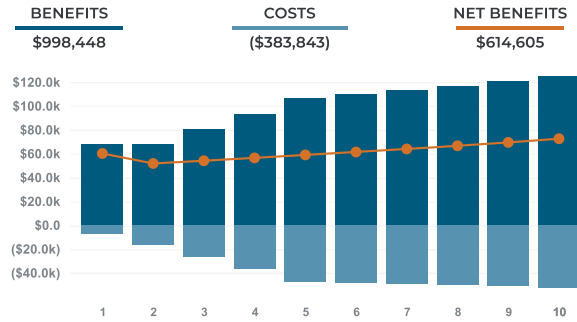
Kind regards,

Ali Khan
Principal – GK Hospitality Development, LLC
Contact Telephone: 713-703-4649



New Construction - Retail

City of Tomball



NET BENEFITS **\$614,605**
Present Value \$468,669

BENEFITS	
Sales Taxes	\$501,072
Real Property Taxes	\$97,944
FF&E Property Taxes	\$8,420
Inventory Property Taxes	\$3,187
New Residential Property Taxes	\$1,739
Hotel Occupancy Taxes	\$201
Building Permits and Fees	\$0
Utility Revenue	\$279,417
Utility Franchise Fees	\$17,494
Miscellaneous Taxes and User Fees	\$88,975
Benefits Subtotal	\$998,448

COSTS	
Cost of Government Services	(\$102,954)
Cost of Utility Services	(\$280,889)
Costs Subtotal	(\$383,843)

JOBS

65.7 Total
52.0 Direct
13.7 Spin-off

Item 16.

SALARIES

\$28,388 Avg
\$26,000 Direct
\$37,459 Spin-off

CAPITAL INVEST.

\$2.4M
Buildings + FF&E

RESIDENTIAL DEV.

0.3 Homes
1.8 Relocations

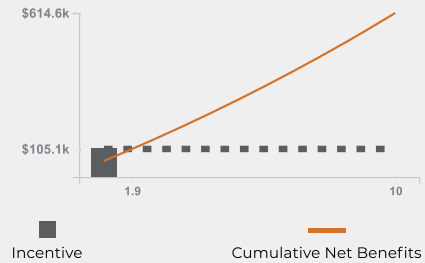
INCENTIVE ANALYSIS

\$105,100
Total Incentive

\$2,021
Per Job

58.5%
Rate of Return

1.9 Yrs
Payback Period



NET BENEFITS OVER 10 YEARS

CITY	\$614,605
COUNTY	\$110,260
SCHOOL DISTRICT	\$121,915
OTHER	\$151,955

Purpose & Limitations

This report presents the results of an economic and fiscal analysis undertaken by Tomball EDC using Impact DashBoard, a customized web application developed by Impact DataSource, LLC.

Impact DashBoard utilizes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in a custom user guide prepared for Tomball EDC.

This report, generated by the Impact DashBoard application, has been prepared by Tomball EDC to assist economic development stakeholders in making an evaluation of the economic and fiscal impact of business activity in the community. This report does not purport to contain all of the information that may be needed to conclude such an evaluation. This report is based on a variety of assumptions and contains forward-looking statements concerning the results of operations of the subject firm. Tomball EDC made reasonable efforts to ensure that the project-specific data entered into Impact DashBoard reflects realistic estimates of future activity. Estimates of future activity involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied in this report.

Tomball EDC and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein, and expressly disclaim any and all liability based on or relating to any information contained in, or errors or omissions from, this information or based on or relating to the use of this information.

Introduction

This report presents the results of an economic impact analysis performed using Impact DashBoard, a model developed by Impact DataSource. The report estimates the impact that a potential project will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

Economic Impact Overview

The table below summarizes the economic impact of the project over the first 10 years in terms of job creation, salaries paid to workers, and taxable sales.

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	52.0	13.7	65.7
Annual Salaries/Wages at Full Ops (Yr 5)	\$1,463,448	\$555,020	\$2,018,468
Salaries/Wages over 10 Years	\$11,912,249	\$4,517,777	\$16,430,025
Taxable Sales/Purchases in City of Tomball	\$24,995,984	\$56,472	\$25,052,457

Totals may not sum due to rounding

The Project may result in new residents moving to the community and potentially new residential properties being constructed as summarized below.

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Workers who will move to City of Tomball	1.5	0.4	1.8
New residents in City of Tomball	3.8	1.0	4.8
New residential properties constructed in City of Tomball	0.2	0.1	0.3
New students to attend local school district	0.7	0.2	0.9

Totals may not sum due to rounding

The new taxable property to be supported by the Project over the next 10 years is summarized in the following table.

SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	\$10,109	\$675,000	\$1,972,500	\$445,000	\$75,000	\$3,167,500	\$3,177,609
2	\$21,768	\$688,500	\$2,011,950	\$400,500	\$78,750	\$3,179,700	\$3,201,468
3	\$35,057	\$702,270	\$2,052,189	\$356,000	\$82,688	\$3,193,147	\$3,228,204
4	\$48,870	\$716,315	\$2,093,233	\$311,500	\$86,822	\$3,207,870	\$3,256,740
5	\$63,221	\$730,642	\$2,135,097	\$267,000	\$91,163	\$3,223,902	\$3,287,123
6	\$64,485	\$745,255	\$2,177,799	\$222,500	\$95,721	\$3,241,275	\$3,305,760
7	\$65,775	\$760,160	\$2,221,355	\$178,000	\$100,507	\$3,260,022	\$3,325,797
8	\$67,090	\$775,363	\$2,265,782	\$133,500	\$105,533	\$3,280,178	\$3,347,268
9	\$68,432	\$790,870	\$2,311,098	\$89,000	\$110,809	\$3,301,777	\$3,370,210
10	\$69,801	\$806,687	\$2,357,320	\$89,000	\$116,350	\$3,369,357	\$3,439,158

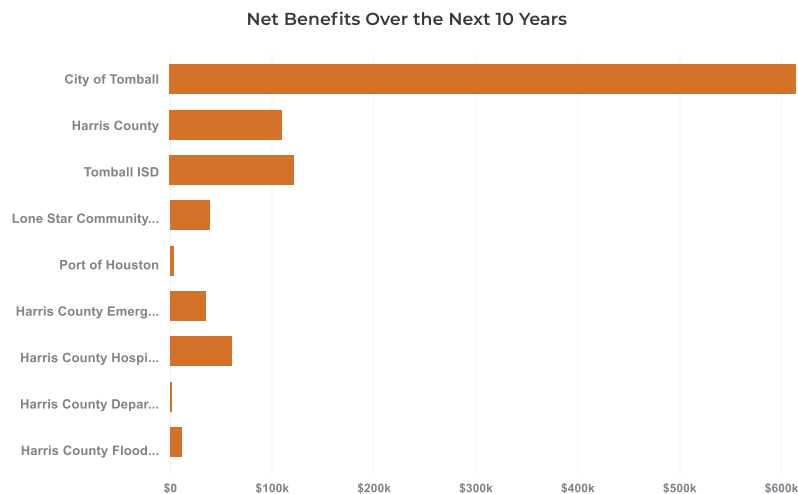
Fiscal Impact Overview

The Project will generate additional benefits and costs, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages.

Item 16.

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE
City of Tomball	\$998,448	(\$383,843)	\$614,605	\$468,669
Harris County	\$182,377	(\$72,118)	\$110,260	\$85,572
Tomball ISD	\$465,134	(\$343,219)	\$121,915	\$93,582
Lone Star Community College	\$39,204	\$0	\$39,204	\$30,036
Port of Houston	\$3,604	\$0	\$3,604	\$2,761
Harris County Emergency Services District 8	\$35,276	\$0	\$35,276	\$27,027
Harris County Hospital District	\$60,628	\$0	\$60,628	\$46,449
Harris County Department of Education	\$1,816	\$0	\$1,816	\$1,391
Harris County Flood Control	\$11,427	\$0	\$11,427	\$8,754
Total	\$1,797,915	(\$799,180)	\$998,735	\$764,241

*The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5.0% to make the dollars comparable.



Public Support Overview

A summary of the total Public Support modeled in this analysis is shown below.

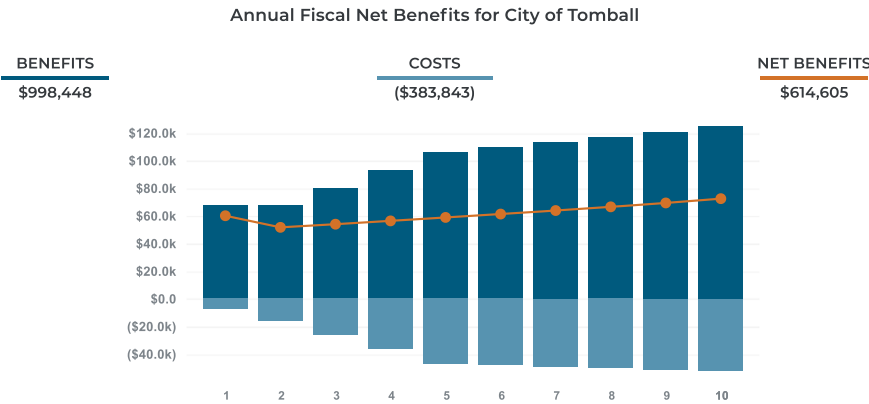
VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	\$105,100	\$105,100
Harris County	\$0	\$0
Tomball ISD	\$0	\$0
Lone Star Community College	\$0	\$0
Port of Houston	\$0	\$0
Harris County Emergency Services District 8	\$0	\$0
Harris County Hospital District	\$0	\$0
Harris County Department of Education	\$0	\$0
Harris County Flood Control	\$0	\$0
Total	\$105,100	\$105,100

City of Tomball Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by City of Tomball over the next 10 years of the Project.

Item 16.

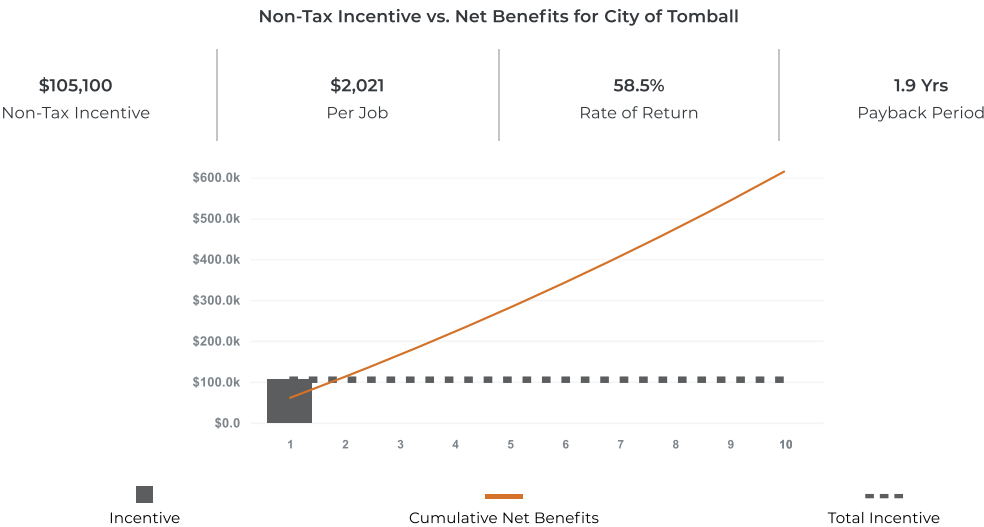
NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	\$496,964	\$4,108	\$501,072
Real Property Taxes	\$97,944	\$0	\$97,944
FF&E Property Taxes	\$8,420	\$0	\$8,420
Inventory Property Taxes	\$3,187	\$0	\$3,187
New Residential Property Taxes	\$0	\$1,739	\$1,739
Hotel Occupancy Taxes	\$201	\$0	\$201
Building Permits and Fees	\$0	\$0	\$0
Utility Revenue	\$256,113	\$23,304	\$279,417
Utility Franchise Fees	\$16,036	\$1,459	\$17,494
Miscellaneous Taxes and User Fees	\$81,553	\$7,422	\$88,975
Benefits Subtotal	\$960,418	\$38,030	\$998,448
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$94,382)	(\$8,573)	(\$102,954)
Cost of Utility Services	(\$257,488)	(\$23,401)	(\$280,889)
Costs Subtotal	(\$351,869)	(\$31,974)	(\$383,843)
Net Benefits	\$608,548	\$6,057	\$614,605



City of Tomball Public Support

Non-Tax Incentives

The graph below depicts the non-tax incentives modeled in this analysis versus the cumulative net benefits to City of Tomball. The intersection indicates the length of time until the incentives are paid back.



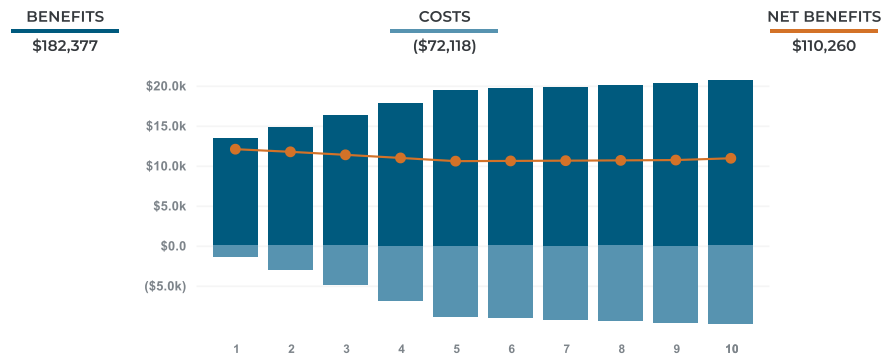
Harris County Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County over the next 10 years of the Project.

Item 16.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$113,395	\$0	\$113,395
FF&E Property Taxes	\$9,748	\$0	\$9,748
Inventory Property Taxes	\$3,690	\$0	\$3,690
New Residential Property Taxes	\$0	\$15,422	\$15,422
Hotel Occupancy Taxes	\$57	\$0	\$57
Miscellaneous Taxes and User Fees	\$20,617	\$19,448	\$40,065
Benefits Subtotal	\$147,507	\$34,870	\$182,377
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$37,111)	(\$35,006)	(\$72,118)
Costs Subtotal	(\$37,111)	(\$35,006)	(\$72,118)
Net Benefits	\$110,396	(\$136)	\$110,260

Annual Fiscal Net Benefits for Harris County



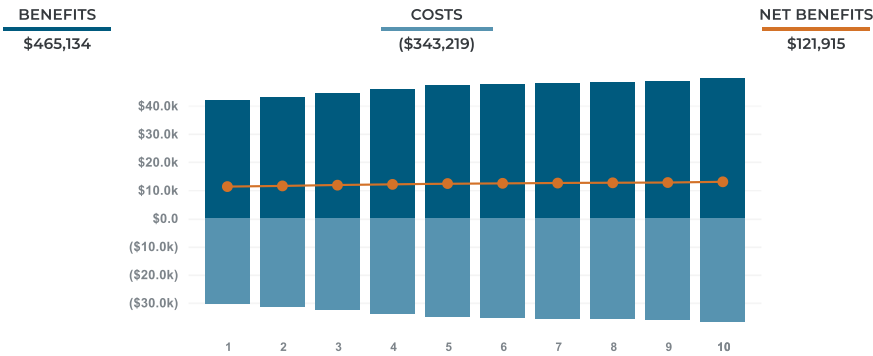
Tomball ISD Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Tomball ISD over the next 10 years of the Project.

Item 16.

NET BENEFITS OVER 10 YEARS: TOMBALL ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$373,963	\$0	\$373,963
FF&E Property Taxes	\$32,147	\$0	\$32,147
Inventory Property Taxes	\$12,169	\$0	\$12,169
New Residential Property Taxes	\$0	\$21,072	\$21,072
Addtl. State & Federal School Funding	\$0	\$25,783	\$25,783
Benefits Subtotal	\$418,279	\$46,855	\$465,134
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	\$0	(\$22,932)	(\$22,932)
Reduction in State School Funding	(\$304,925)	(\$15,361)	(\$320,287)
Costs Subtotal	(\$304,925)	(\$38,294)	(\$343,219)
Net Benefits	\$113,354	\$8,561	\$121,915

Annual Fiscal Net Benefits for Tomball ISD



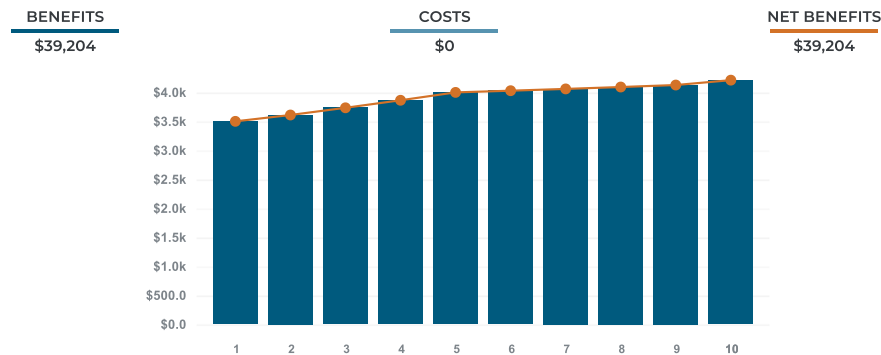
Lone Star Community College Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Lone Star Community College over the next 10 years of the Project.

Item 16.

NET BENEFITS OVER 10 YEARS: LONE STAR COMMUNITY COLLEGE			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$31,251	\$0	\$31,251
FF&E Property Taxes	\$2,686	\$0	\$2,686
Inventory Property Taxes	\$1,017	\$0	\$1,017
New Residential Property Taxes	\$0	\$4,250	\$4,250
Benefits Subtotal	\$34,954	\$4,250	\$39,204
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$34,954	\$4,250	\$39,204

Annual Fiscal Net Benefits for Lone Star Community College

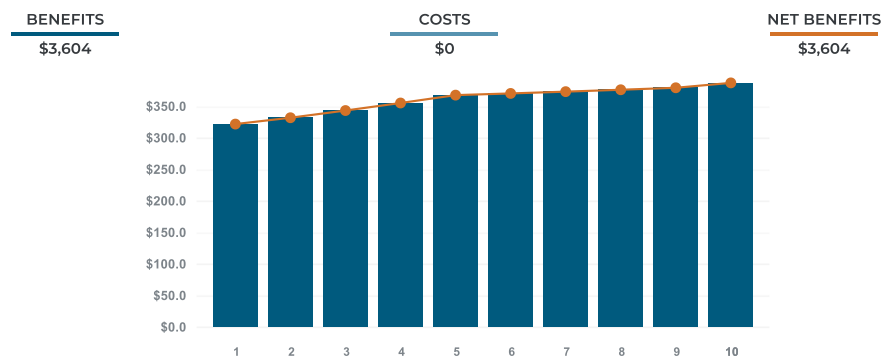


Port of Houston Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Port of Houston over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$2,873	\$0	\$2,873
FF&E Property Taxes	\$247	\$0	\$247
Inventory Property Taxes	\$93	\$0	\$93
New Residential Property Taxes	\$0	\$391	\$391
Benefits Subtotal	\$3,213	\$391	\$3,604
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$3,213	\$391	\$3,604

Annual Fiscal Net Benefits for Port of Houston



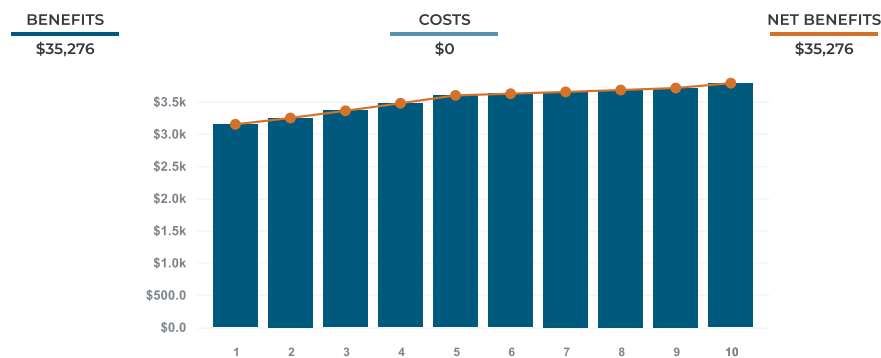
Harris County Emergency Services District 8 Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Emergency Services District 8 over the next 10 years of the Project.

Item 16.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY EMERGENCY SERVICES DISTRICT 8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$28,120	\$0	\$28,120
FF&E Property Taxes	\$2,417	\$0	\$2,417
Inventory Property Taxes	\$915	\$0	\$915
New Residential Property Taxes	\$0	\$3,824	\$3,824
Benefits Subtotal	\$31,452	\$3,824	\$35,276
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$31,452	\$3,824	\$35,276

Annual Fiscal Net Benefits for Harris County Emergency Services District 8

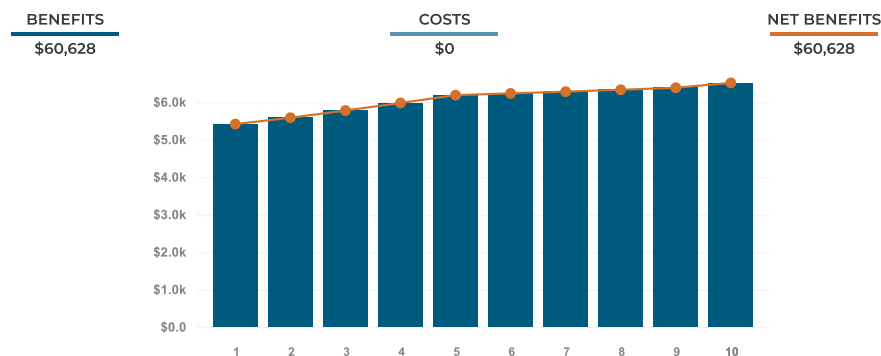


Harris County Hospital District Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Hospital District over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$48,328	\$0	\$48,328
FF&E Property Taxes	\$4,154	\$0	\$4,154
Inventory Property Taxes	\$1,573	\$0	\$1,573
New Residential Property Taxes	\$0	\$6,573	\$6,573
Benefits Subtotal	\$54,055	\$6,573	\$60,628
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$54,055	\$6,573	\$60,628

Annual Fiscal Net Benefits for Harris County Hospital District



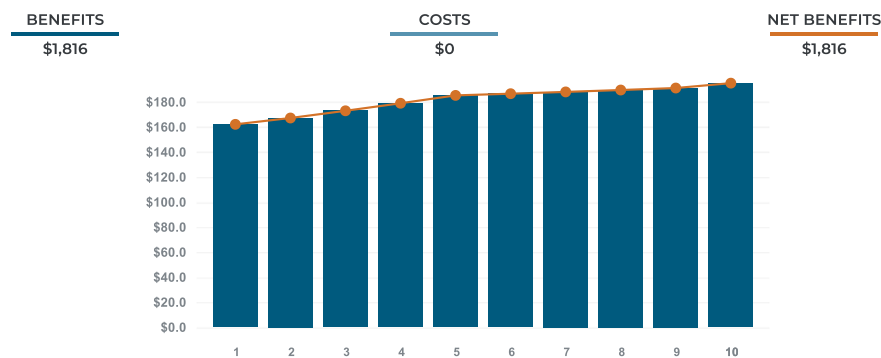
Harris County Department of Education Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Department of Education over the next 10 years of the Project.

Item 16.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$1,447	\$0	\$1,447
FF&E Property Taxes	\$124	\$0	\$124
Inventory Property Taxes	\$47	\$0	\$47
New Residential Property Taxes	\$0	\$197	\$197
Benefits Subtotal	\$1,619	\$197	\$1,816
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$1,619	\$197	\$1,816

Annual Fiscal Net Benefits for Harris County Department of Education

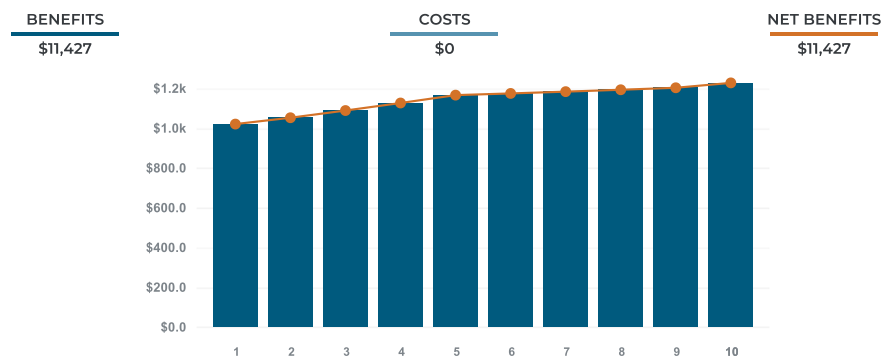


Harris County Flood Control Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Flood Control over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY FLOOD CONTROL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$9,108	\$0	\$9,108
FF&E Property Taxes	\$783	\$0	\$783
Inventory Property Taxes	\$296	\$0	\$296
New Residential Property Taxes	\$0	\$1,239	\$1,239
Benefits Subtotal	\$10,188	\$1,239	\$11,427
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$10,188	\$1,239	\$11,427

Annual Fiscal Net Benefits for Harris County Flood Control



Overview of Methodology

The Impact DashBoard model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the spin-off or indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes adjusted county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

147710 GASOLINE STATIONS WITH CONVENIENCE STORES		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	1.2632
Earnings Multiplier	(Type II Direct Effect)	1.3793

Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach.

This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by local jurisdictions to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs.

This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced. However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

About Impact DataSource

Established in 1993, Impact DataSource is an Austin, Texas-based economic consulting firm. Impact DataSource provides high-quality economic research, specializing in economic and fiscal impact analyses. The company is highly focused on supporting economic development professionals and organizations through its consulting services and software. Impact DataSource has conducted thousands of economic impact analyses of new businesses, retention and expansion projects, developments, and activities in all industry groups throughout the U.S.

For more information on Impact DataSource, LLC and our product Impact DashBoard, please visit our website www.impactdatasource.com

AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF HARRIS §

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **GK Hospitality Development LLC**. (the “Company”), 4606 FM 1960 W. Suite 640, Houston, TX 77069.

WITNESSETH:

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the “City”), and thereby enhance the economic stability and growth of the City; and

WHEREAS, the Company proposes to develop a .75-acre tract of land within the City, generally located near the northwest corner of FM 2920 and State Highway 249, Tomball, Texas 77375 (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, such development shall include the construction of a 6,580 square foot commercial building and gasoline facility with an estimated capital investment of Three Million Dollars (\$3,000,000) on the site, more particularly described in Exhibit “B,” attached hereto and made a part hereof; and

WHEREAS, the Company also proposes to create nineteen (19) new full-time employment positions in Tomball within the first two years in conjunction with the opening of its business operations on the Property; and

WHEREAS, the TEDC agrees to provide to the Company the sum of One Hundred and Five Thousand One Hundred Dollars (\$105,100.00), or an amount equal to up to twenty percent (20%) of the actual construction costs if less than the sum stated above, to assist in the construction of infrastructure necessary to promote and develop new business enterprises on the Property. The infrastructure found by the Board of Directors of TEDC to be required to develop the Property are certain drainage facilities and related improvements, site improvements, water, sanitary sewer, gas, and electric utilities to the exterior of the buildings (the “Infrastructure Improvements”), identified and described in Exhibit “C,” attached hereto and made a part hereof; and

WHEREAS, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Company agree as follows:

1.

The Company covenants and agrees that it will construct and maintain on the Property a 6,580 square-foot commercial building and gasoline facility (the “Improvements”) identified and described in Exhibit “B,” attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the

City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Infrastructure Improvements to the TEDC prior to construction.

2.

Construction of the Improvements on the Property, including construction of the Infrastructure Improvements, must commence within 180 days from the date of this Agreement (the “Start Date”), and the Company shall notify the TEDC of such Start Date. The construction of the Improvements to the Property, including construction of the Infrastructure Improvements, shall be completed, and all necessary occupancy permits from the City shall be obtained within eighteen (18) months from the Effective Date of this agreement. Extensions of these deadlines due to extenuating circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

The Company further covenants and agrees that the Improvements described in Paragraph 1 hereof will be occupied and that the commercial building will be maintained on the property for a term of at least five (5) years.

4.

The Company further covenants and agrees that the Company or any owner or leasee of the Improvements does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States.

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of One Hundred and Five Thousand One Hundred Dollars (\$105,000.00), or an amount equal to twenty percent (20%) of actual construction costs if less than the sum stated above upon completion of construction and occupancy of each commercial space. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the cost of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the improvements to the Property; (c) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; (d) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (e) Proof of payment to all vendors, contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all vendors, contractors and subcontractors.

6.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent ($\frac{1}{2}\%$) per annum, within thirty (30) days after the TEDC notifies the

Company of the default. It is further understood and agreed by the parties that if the Company, or any owner or lessee of the Improvements, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent ($\frac{1}{2}\%$) per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default.

7.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, lessees, affiliates, and subsidiaries, and shall remain in force whether the Company sells, leases, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

8.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such

notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City: Tomball Economic Development Corporation
401 W. Market Street
Tomball, Texas 77375
Attn: President, Board of Directors

If to Company: GK Hospitality Development, LLC
4606 FM 1960 W. Suite 640
Houston, Texas 77069
Attn: Ali Khan,
Principal, GK Hospitality Development, LLC

9.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

10.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

11.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12.

This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2022 (the “Effective Date”).

GK Hospitality Development, LLC.

By: _____
 Name: Ali Khan
 Title: Principal

ATTEST:

By: _____
 Name: _____
 Title: _____

**TOMBALL ECONOMIC DEVELOPMENT
CORPORATION**

By: _____

Name: _____

Title: President, Board of Directors

ATTEST:

By: _____

Name: _____

Title: Secretary, Board of Directors

DRAFT

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____ 2022, by Ali Khan, Principle, GK Hospitality Development, LLC. for and on behalf of said company.

 Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____ 2021, by _____, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

 Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit A
Legal Description of Property

0.75 ACRE TRACT 3D, ABST 34 J House and RES F Block 1 Tomball Center R/P

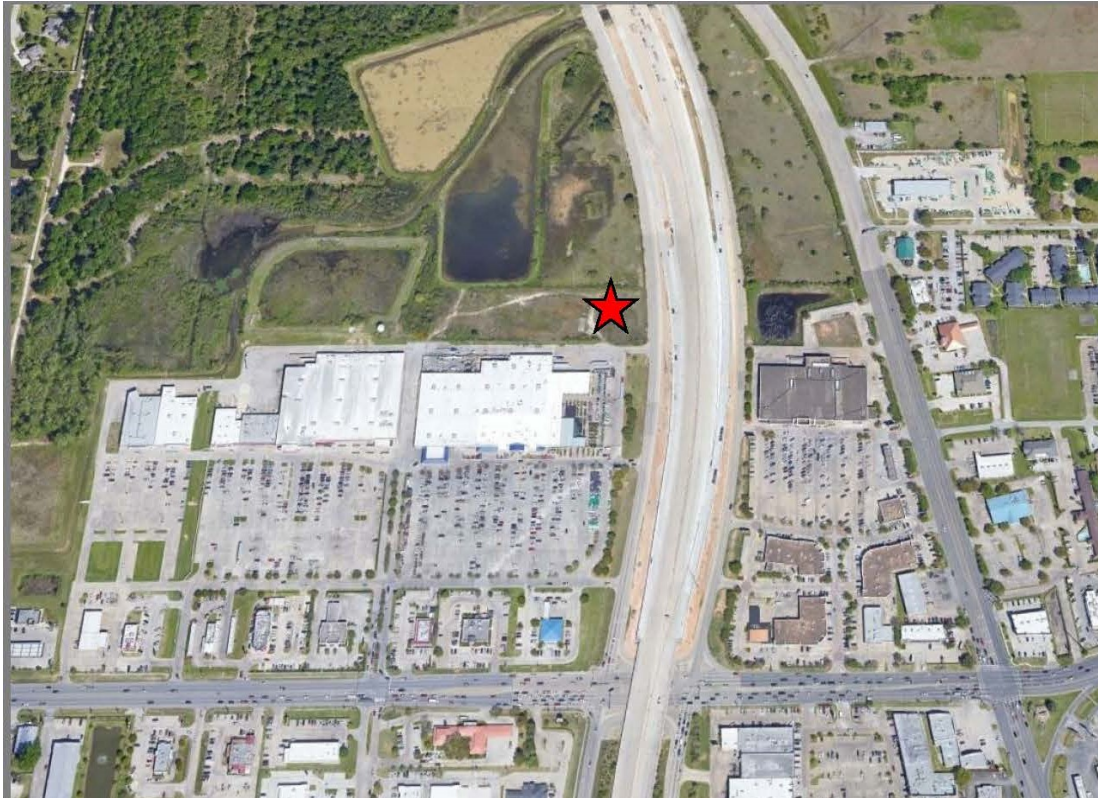


Exhibit B

Description of Improvements

Construction of a 6,580 square foot commercial building near the Northwest Corner of FM 2920 and SH 249, Tomball, TX 7737.

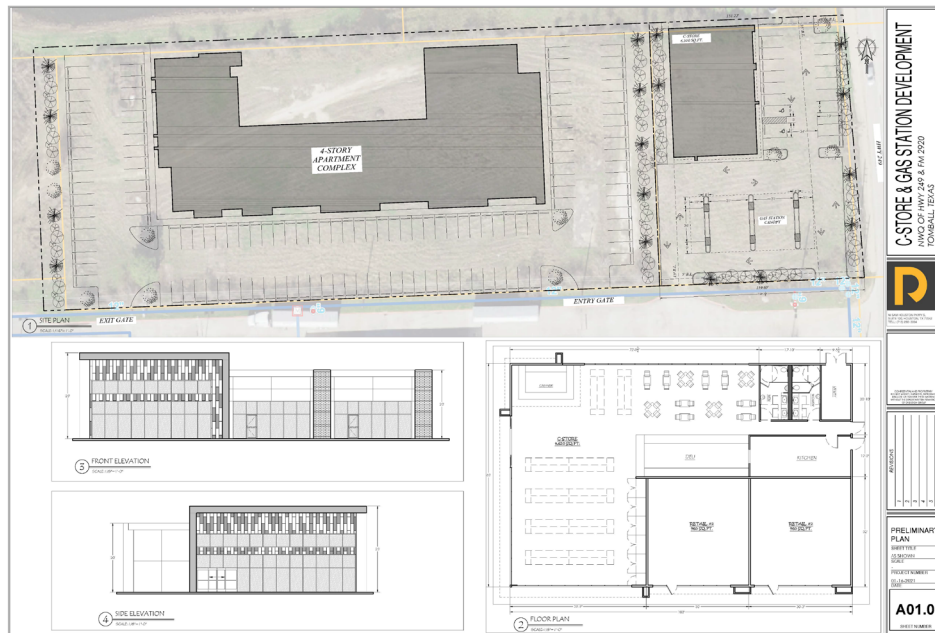
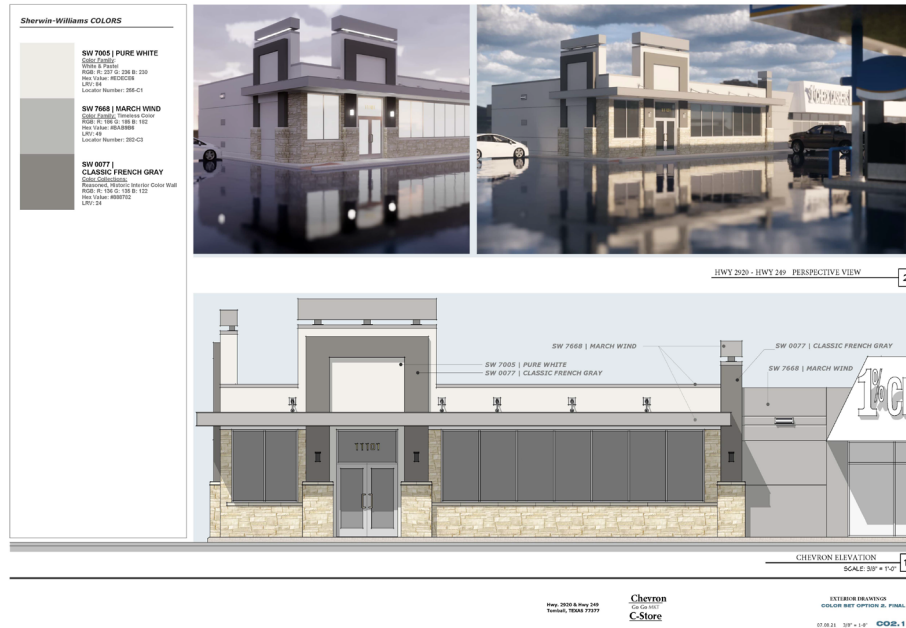


Exhibit C

Description of Infrastructure Improvements

Tomball Chevron Center Development:	
NE Corner of FM 2920 and Hwy 249	
Eligible infrastructure	
Soil Density Testing	\$ 5,500
Site Survey/Topography	\$ 7,500
Clear, Cut/Fill to Grade & Stabilization	\$ 77,500
Water Line Infrastructure	\$ 28,000
Gas Line Infrastructure	\$ 22,000
Wastewater infrastructure	\$ 107,500
Storm Sewer/Water drainage infrastructure	\$ 79,000
Infrastructure work for underground Storage Tanks	\$ 27,500
Telecommunication /Conduit Infrastructure	\$ 18,000
Underground communication & electrical wiring to storage tanks	\$ 16,000
Electrical Power Distribution infrastructure	\$ 65,000
Architectural, Drawings and Design	\$ 44,000
Engineering and project management	\$ 28,000
Total	\$525,500

Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

Consideration and possible action by Tomball EDC to approve an amendment to the Commercial Real Estate Listing Agreement with Colliers International for the sale of EDC owned property in the Tomball Business and Technology Park.

Background:

The Tomball Economic Development Corporation first approved a one-year listing agreement with Colliers International on November 19, 2013 to represent the TEDC in the listing and sale of property in the Tomball Business and Technology Park. The agreement has been renewed by the Board each November since its initial approval.

The TEDC also has a Buyer Representation Agreement with Colliers International covering real estate brokerage services in connection with the acquisition of property. That agreement was first approved on August 14, 2018 and was later amended to include the selling and/or leasing of the South Live Oak property.

Origination: Kelly Violette, Executive Director, Tomball Economic Development Corporation

Recommendation: Staff recommends approval of the amendment to the Commercial Real Estate Contract.

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____	Approved by _____
Staff Member-TEDC _____	Executive Director-TEDC _____
Date _____	Date _____



AMENDMENT TO LISTING

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AMENDMENT TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT

Tomball Business & Technology Park, South Live Oak Industrial Park (aka Live Oak Business Park) and real property both in close proximity to and as expansion space along with any other real property acquired by Owner/Seller.

"Owner" means the seller or landlord of the above-referenced Property.

Effective **November 30, 2021**, Owner and Broker amend the above-referenced Listing as follows:

- ☐ A. The Listing Price in Paragraph 3 of the Listing is changed to: \$ _____.
- ☐ B. The date the Listing ends in Paragraph 1 of the Listing is changed to: **November 30, 2022**.
- ☐ C. Owner instructs Broker to cease marketing the Property on _____ and to resume marketing the Property on: ☐ (1) receipt of further instructions from Owner; or ☐ (2) _____.

The Listing is not terminated and remains in effect for all other purposes.

- ☐ D. Paragraph(s) _____ are changed as follows:

Tomball Economic Development Corporation

Colliers International Houston, Inc.

Broker's (Company's) Printed Name **0029114** License No.

By:

Seller or Landlord _____ Date

Kelly Violette, Executive Director

By: _____

Broker's Associate's Signature _____ Date

Tom Condon, Jr., Sr Vice President

Seller or Landlord _____ Date

Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

Consideration and possible action by Tomball EDC to approve an amendment to Exclusive Representation Agreement with Colliers International for real estate services related to the acquisition of property within the city limits of or ETJ of Tomball.

Background:

At the TEDC Meeting on November 10, 2020, the Board of Directors approved a one-year Exclusive Representation Agreement with Colliers International to represent the TEDC in real estate services related to the acquisition of property within the city limits of or ETJ of Tomball.

The Agreement is set to expire on November 30, 2021.

The attached Amendment to Exclusive Representation Agreement extends the agreement for an additional year; with all other terms of the executed Agreement remaining the same.

Origination: Kelly Violette, Executive Director, Tomball Economic Development Corporation

Recommendation: Approval of the amendment to the Exclusive Representation Agreement.

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____ Approved by _____
Staff Member-TEDC Date Executive Director-TEDC Date



AMENDMENT TO RIGHT TO REPRESENT

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AMENDMENT TO EXCLUSIVE RIGHT TO REPRESENT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY

located within Tomball city limits, its E.T.J. or adjacent areas there to

"Client" means the buyer or tenant of the above-referenced Property.

Effective November 30, 2021, Owner and Broker amend the above-referenced Listing as follows:

- ☐ A. The Listing Price in Paragraph 3 of the Listing is changed to: \$ _____.
- ☒ B. The date the Listing ends in Paragraph 2 of the Listing is changed to: November 30, 2022.
- ☐ C. Owner instructs Broker to cease marketing the Property on _____ and to resume marketing the Property on: ☐ (1) receipt of further instructions from Owner; or ☐ (2) _____.

The Listing is not terminated and remains in effect for all other purposes.

- ☐ D. Paragraph(s) _____ are changed as follows:

Tomball Economic Development Corporation

By: _____

Colliers International Houston, Inc.

Broker's (Company's) Printed Name 0029114 License No.

Client _____ Date _____

Kelly Violette, Executive Director

By: _____

Broker's Associate's Signature _____ Date _____

Tom Condon, Jr., Sr Vice President

Seller or Landlord _____ Date _____

Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

EXECUTIVE SESSION: The Tomball Economic Development Corporation Board will meet in Executive Session as authorized by Title 5, Chapter 551, Texas Government Code, The Texas Open Meetings Act, for the following purpose:

- Section 551.072, - Deliberations regarding real property: Deliberate the purchase, exchange, sale, lease, or value of real property.
- Section 551.087, - Deliberation regarding Economic Development negotiations.

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____

Staff Member-TEDC

Date

Approved by _____

Executive Director-TEDC

Date

Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

Reconvene into regular session and take action, if necessary, on items discussed in Executive Session.

Background:

Origination: Kelly Violette, Executive Director

Recommendation:

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed	_____	Approved by	_____
	Staff Member-TEDC		Executive Director-TEDC
	Date		Date

Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

Consideration and possible action by Tomball EDC to ratify approval of a commercial real estate contract – unimproved property between the Corporation as Seller and KTB Properties as purchaser and authorize the execution of contracts and documentation by the EDC Executive Director relating to approximately 2.5 gross acres of land identified as Lot 9 of the Tomball Business and Technology Park Lot 9 Replat Subdivision.

Background:

The Tomball Economic Development Corporation has received an offer from KTB Properties LLC to purchase Lot 9 in the Tomball Business and Technology Park in order to construct an approximately 10,000 square foot office/warehouse building. The approximately 2.5-acre lot is located on the east side of South Persimmon, adjacent to the M118 Channel.

KTB is a property holding company that will lease space to the owner's operating company, Techsico Inc. The company builds and upgrades cell towers for the national carriers. Techsico was established in 2010 and currently has 6 locations with 225 employees.

The attached commercial real estate contract has been reviewed by all parties, including legal counsel, and is presented for approval. The terms of the contract are outlined below:

Total acreage: 2.521 gross acres

Sales Price: ±\$411,641; based on \$3.75PSF of total area

Earnest Money: \$10,000

Feasibility Period: 45 days from Effective Date

Closing: On or before 30 days after the expiration of the feasibility period

Origination: Kelly Violette, Executive Director

Recommendation: Staff recommends approval of the proposed commercial real estate contract between the Corporation and KTB Properties as presented.

Party(ies) responsible for placing this item on agenda:

Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____

If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____

To account # _____

Signed

Staff Member-TEDC

Date

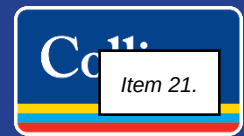
Approved by

Executive Director-TEDC

Date

For Sale > Land Sites

Tomball Business & Technology Park



Master Planned/Deed Restricted Business Park



±100 Acre
Business
Park
Tomball, TX

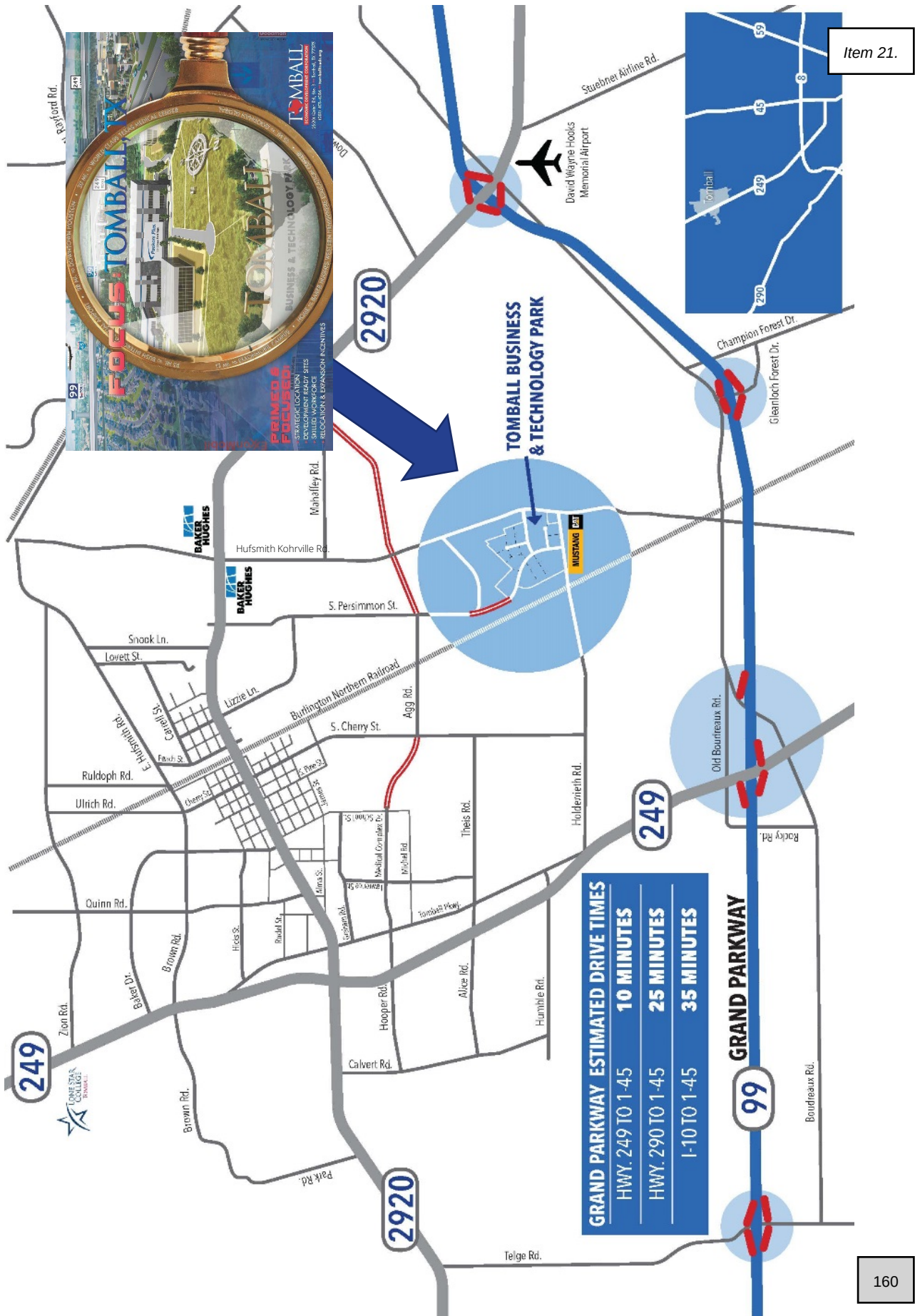
Light
Industrial
Zoning

Project By: **TOMBALL**
ECONOMIC DEVELOPMENT CORP.
www.tomballtxedc.org



Tom Condon, Jr.
Senior Vice President | The Woodlands
+1 713 830 4007
tom.condon.jr@colliers.com

Colliers | The Woodlands
1790 Hughes Landing Blvd | Suite 250
The Woodlands, TX 77380
www.colliers.com



GRAND PARKWAY ESTIMATED DRIVE TIMES			
HWY. 249 TO 1-45	10 MINUTES	25 MINUTES	35 MINUTES
HWY. 290 TO 1-45			
I-10 TO 1-45			

Item 21.

Project Features

- Ranked by Business Facilities as the #10 Best Industrial Parks in the Country in their 17th Annual Rankings Report
- Master Planned/Deed Restricted Business Park
- Off-site detention via M118 Channel
- Light Industrial Zoning
- Fully served with all utilities
- ±31.17 Useable Acres Still Available

Location

- 2.8 miles from D.W. Hooks Memorial Airport
- 24 miles from Bush Intercontinental Airport
- 42 miles from Port of Houston

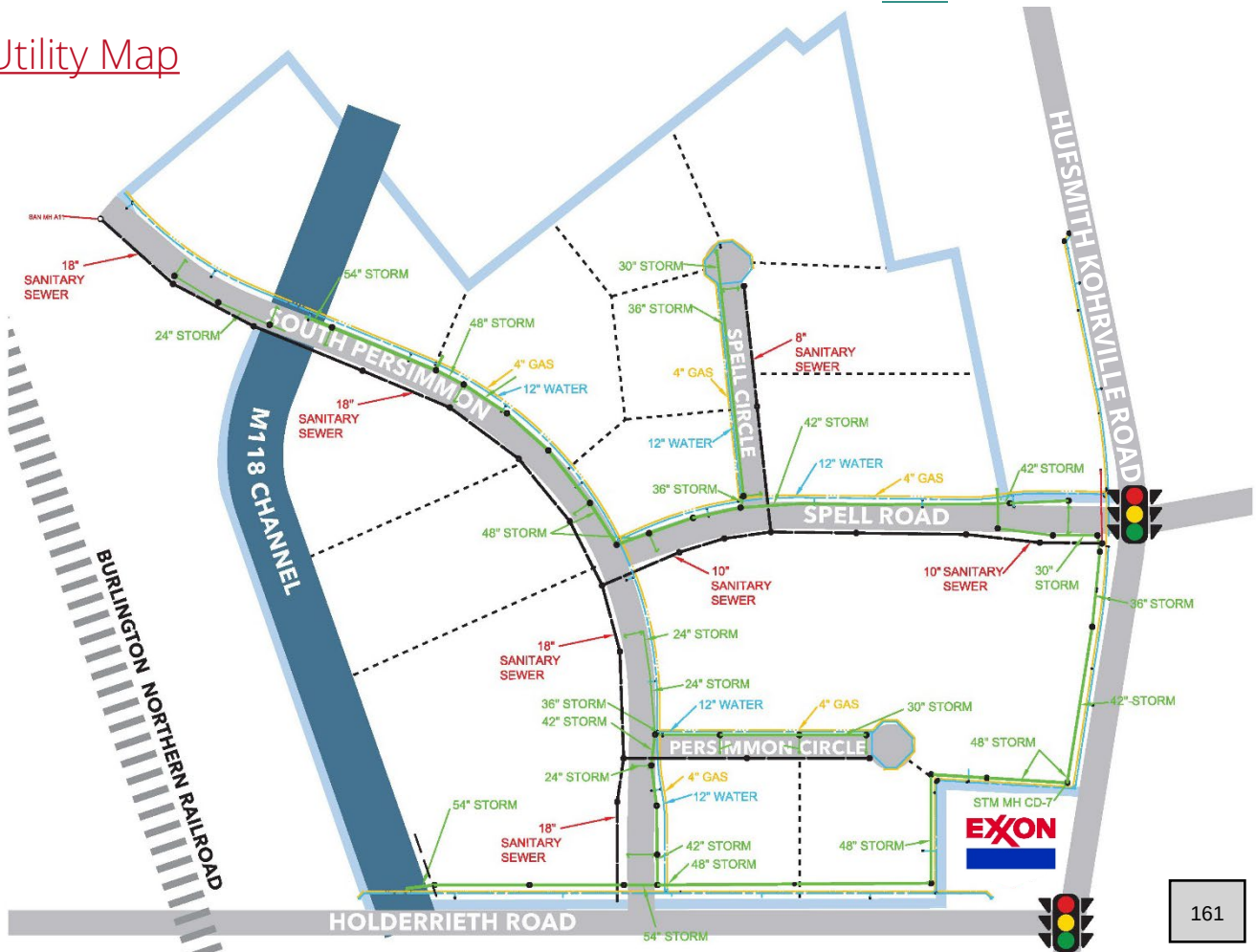
Highlights

- Tax abatements/Economic incentives available
- Easy access to SH 249, FM 2920 & the Grand Parkway
- Flexible lot sizes
- Competitive land prices
- Skilled labor force
- Low property taxes
- Foreign Trade Zone #84

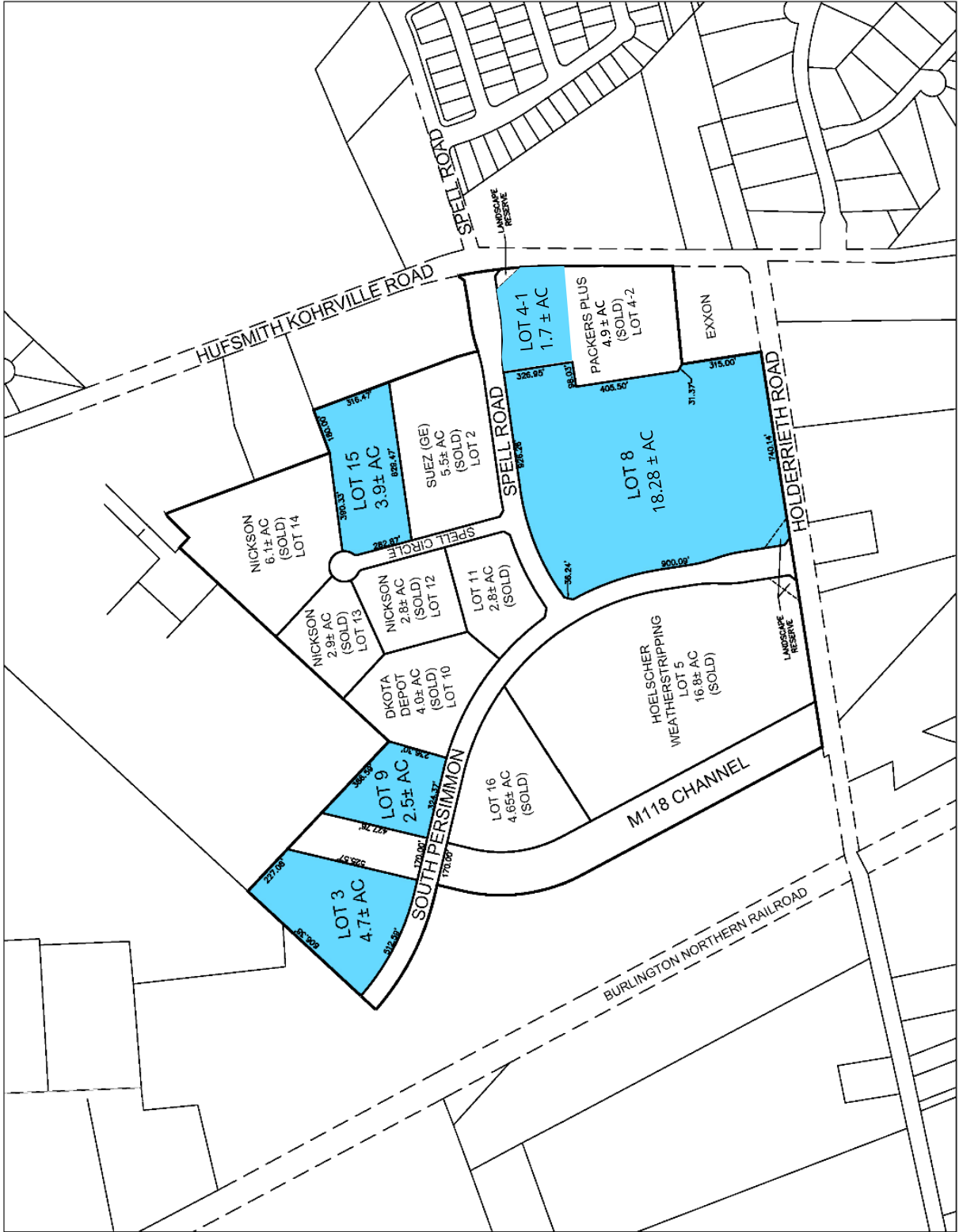
Offering

- Pricing subject to lot size, configuration & location. Please inquire with Broker for details.
- Financial Incentives may be available from the TEDC. Click [here](#) for more information

Utility Map







NWC Quadrant Holderrieth & Hufsmith-Kohrville Roads

Item 21.





Information About Brokerage Services

Item 21.

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Colliers International
Houston, Inc.

Licensed Broker/Broker Firm Name or
Primary Assumed Business Name

29114

License No.

houston.info@colliers.com

Email

(713) 222-2111

Phone

Gary Mabray

Designated Broker of Firm

138207

License No.

gary.mabray@colliers.com

Email

(713) 830-2104

Phone

Patrick Duffy, MCR

Licensed Supervisor of Sales Agent/
Associate

604308

License No.

patrick.duffy@colliers.com

Email

(713) 830-2112

Phone

Tom Condon, Jr.

Sales Agent/Associate's Name

419324

License No.

tom.condon.jr@colliers.com

Email

(713) 830-2407

Phone

Buyer/Tenant/Seller/Landlord Initials

Date

PRICING SCHEDULE
TOMBALL BUSINESS AND TECHNOLOGY PARK
(as of September 1, 2021)

Item 21.

LOT #	SIZE (ACRES)	LOCATION/ROAD FRONTAGE	ASKING PRICES**			COMMENTS		
			\$/SF		GROSS			
4-1	1.75	Spell/Hufsmith Kohrville	\$5.15		\$392,585			
8	18.28	Holderrieth/Persimmon/South cul-de-sac	\$3.95		\$3,146,085			
5	16.78	Holderrieth/Persimmon	\$2.95		\$2,156,264	SOLD		
16	4.65	Persimmon	\$3.50		\$708,939	SOLD		
3	4.70	Persimmon/N of M-118 Drainage Channel	\$3.50		\$716,562			
9	2.52	Persimmon	\$3.75		\$411,642			
10	4.00	Persimmon	\$3.50		\$609,840	SOLD		
11	2.76	Persimmon/Spell/Spell Circle cul-de-sac	\$3.75		\$451,352	SOLD		
12	2.87	Spell Circle cul-de-sac	\$3.60		\$450,705	SOLD		
13	2.90	Spell Circle cul-de-sac	\$3.25		\$410,553	SOLD		
14	6.104	Spell Circle cul-de-sac	\$2.90		\$771,082	SOLD		
15	3.92	Spell Circle cul-de-sac	\$3.65		\$623,256			
2	5.50	Spell/Spell Circle cul-de-sac	\$3.25		\$778,635	SOLD		
4	17.36	Persimmon/Spell/South cul-de-sac	\$2.95		\$2,230,795	SOLD		
TOTAL	<u>31.17</u>	Useable Acres Still Available*			<u>\$5,290,130</u>		<u>Combined Gross Asking Price</u>	
					<u>\$3.90</u>		<u>Weighted Avg Asking Price/SF</u>	
		* ± 10.11 Acres in all existing & proposed street R.O.W's & ± 8.3 Acres in M-118 Drainage Channel						
		** Subject to Tomball EDC Board approval of Contract Sales Price(s)						



TECHSICO

2021 Q3 Meeting

TECHSICO INC.
+1 918 585 2347
www.techsico.com

Social Media
[Facebook.com/Techsico Inc](https://www.facebook.com/TechsicoInc)
[Twitter.com/Techsico Inc](https://twitter.com/TechsicoInc)
[Youtube.com/Techsico Inc](https://www.youtube.com/TechsicoInc)

Introductions

KTB Team



Todd Blackburn
CEO

20 years with Techsico as CEO
11 years in Telecom Wireless



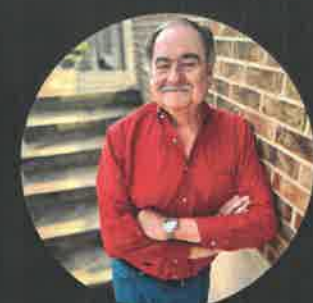
Robert Wagner
CFO

Fractional CFO for Techsico



Meredith Steele
Finance Manager

20 yrs preparing financial
rpts, payroll, & HR. MA in Intl
Finance & BA in Finance.
2 yrs with Techsico.



Robert Church
HR Manager

25 yrs mid-Sr level HR.
MS in Industrial/Organizational
Psychology, BS in Psychology,
MBA, SPHR certified.



Techsico Wireless



Danny Cranford

VP Operations

15 Years Industry Experience
7.5 Years with Techsico.



Jon Davison

Regional Manager

11 Years Industry Experience
7 Years with Techsico



Judd Penland

Regional Manager

78 Years Industry Experience
3.5 Years Techsico



Geri Moreno

Regional Manager

Capri pants are back!!
20 Years Industry Experience
5 Years w/Techsico



Techsico Wireless- Small Cell & 5G

•Techsico is delivering Small Cell builds to customers around the country. With in house expertise in all facets of construction, Techsico delivers full turnkey construction services for all small cell needs. From utility delivery, pole erection, node turn up and testing, to all restoration needs, we have the experience and knowledge to provide a hassle- and worry-free solution.

New Electrical Service Preperation and Coordination

Right-of-Way Utilities

Node Installation

Arial and underground fiber installation

Fiber and Copper splicing

Ground Mounted DC Distribution Centers

WTR and Vault Installation

RF trouble shooting and optimization

Integration

Maintenance Services

Techsico Wireless- Macro

We have over a decade of experience creating communications infrastructure, including the latest in 5G technology. Our focus on reliability and efficiency allows us to compete in the fast-growing industry.

New Site Builds

Carrier Additions

Drop and Swaps

Tower Modifications

Structural Upgrades

RF trouble shooting and optimization

Integration

Decommissioning

FRP (FIBER REINFORCED PLASTIC) MODIFICATION AND INSTALLATION

Maintenance Services

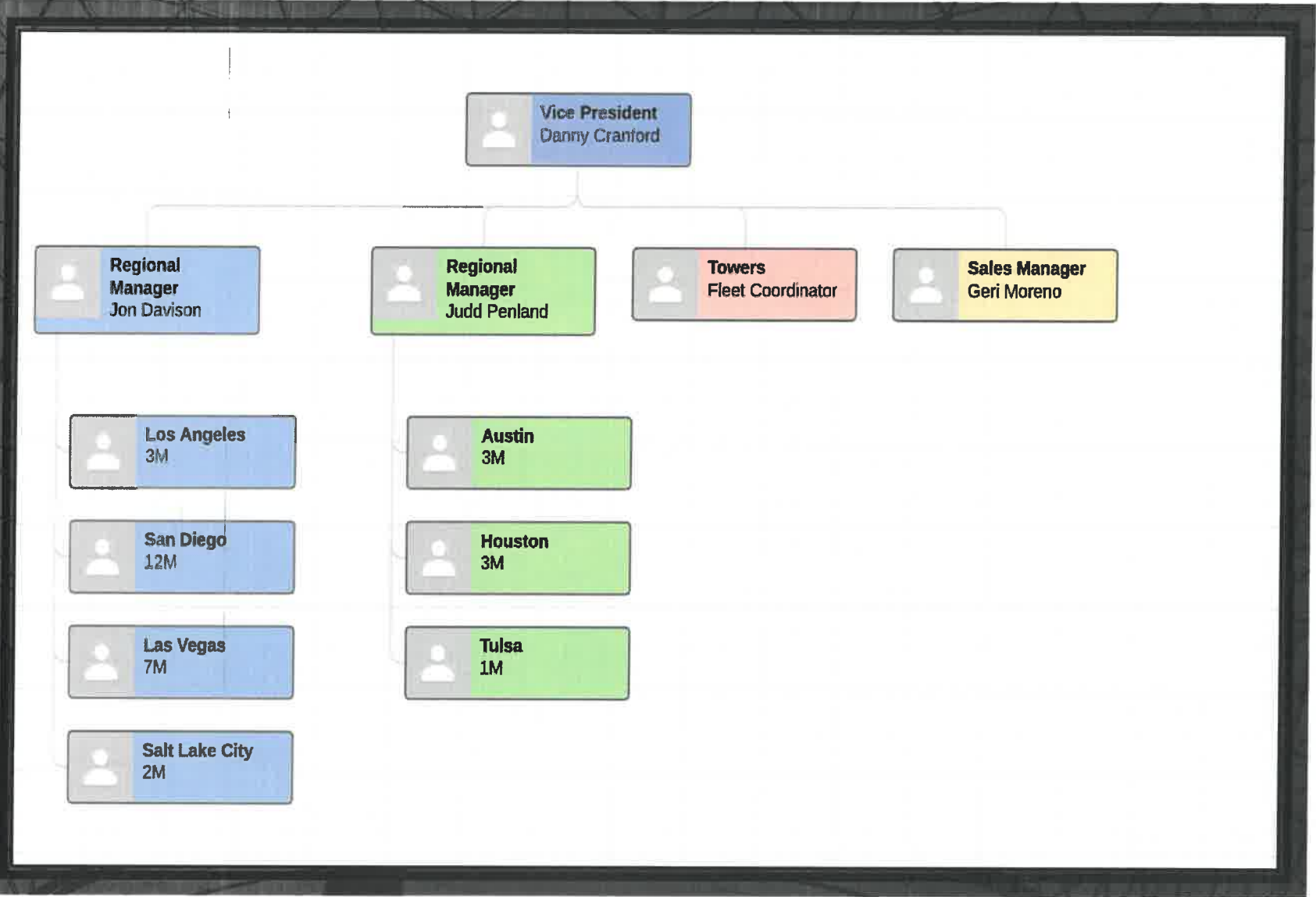


TECHSICO

Growth

2021

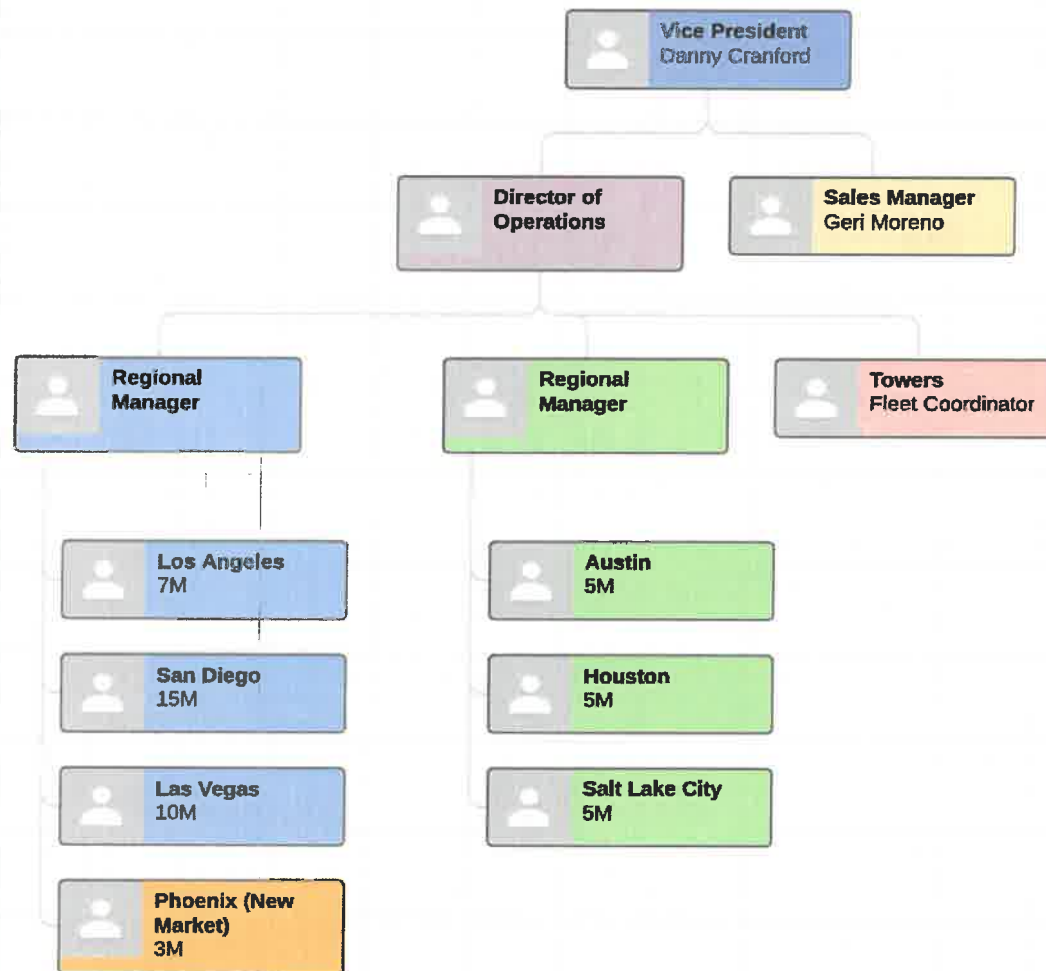
30M Revenue



2022

45M - 50M

Revenue

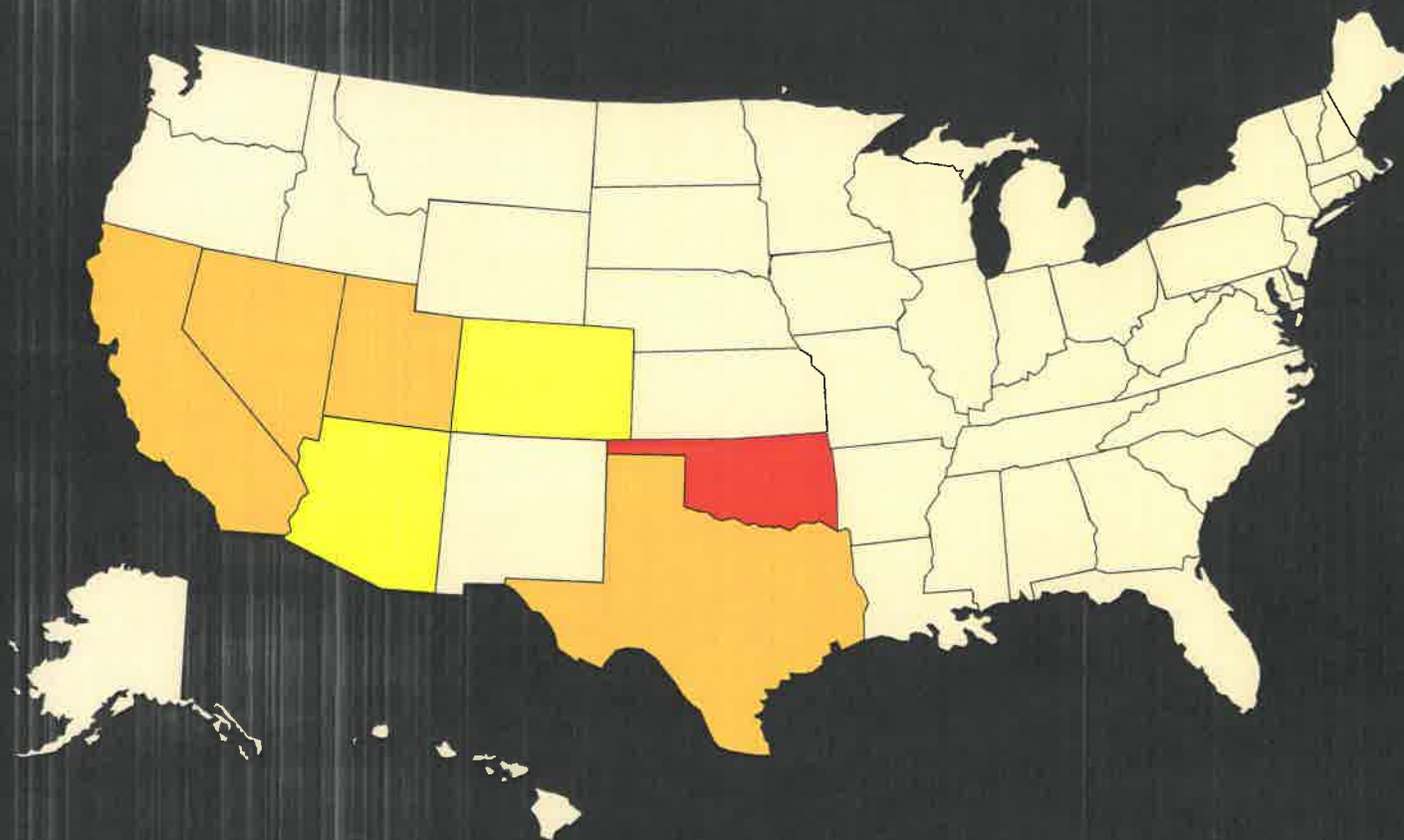


Growth Projections

Towers Revenue Growth									
Market	2017	2018	2019	2020	2021	2022	2023	2024	2025
Total	\$ 8,728,738.00	\$ 13,191,182.00	\$ 20,205,036.00	\$ 20,205,036.00	\$32,000,000.00	\$48,000,000.00	\$70,000,000.00	\$85,000,000.00	\$100,000,000.00
% of Rev Growth		51%	53%	0%	58%	50%	46%	21%	18%
Total Employees	53	84	126	126	193.94	290.91	424.24	515.15	606.06
% of Emp Growth		58%	50%	0%	54%	50%	46%	21%	18%
Towers Revenue Per Employee									
Annual	\$ 164,693.17	\$ 157,037.88	\$ 160,357.43	\$ 160,357.43	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00
Monthly	\$ 13,724.43	\$ 13,086.49	\$ 13,363.12	\$ 13,363.12	\$ 13,750.00	\$ 13,750.00	\$ 13,750.00	\$ 13,750.00	\$ 13,750.00

USA Map

Current Techsico Coverage and Target Market (Phoenix & Denver) **Tulsa, OK HQ**





THANK YOU!

Time for Discussion & Questions

[Facebook.com/company](https://www.facebook.com/company)

[Twitter.com/Company](https://twitter.com/Company)

www.domain.com

+1 918 585 2347
910 S. Hudson Ave, 74112 OK
contact@techsico.com



COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Tomball Economic Development Corporation

Address: PO Box 820, Tomball, TX 77377

Phone: (281) 401-4086

Fax: (281) 351-7223

E-mail: kvioletta@tomballtxedc.org

Other: _____

Buyer: KTB Properties LLC

Address: 910 S Hudson Ave, Tulsa, OK 74112

Phone: (918) 519-5150

Fax: _____

E-mail: todd.blackburn@techsico.com

Other: _____

2. PROPERTY:

- A. "Property" means that real property situated in Harris County, Texas at East side of South Persimmon, north of Spell Rd, Tomball (address) and that is ~~legally described on the attached Exhibit~~ -or as follows: being approximately 2.521 gross acres of land, more or less, described as Lot 9, Block 1 of the Tomball Business and Technology Park Lot 9 Replat Subdivision, Tomball, Harris County, as depicted on the Site Map attached hereto as Exhibit "A" and incorporated herein.

- B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

- A. At or before closing, Buyer will pay the following sales price for the Property:

- | | |
|---|----------------------|
| (1) Cash portion payable by Buyer at closing | \$ <u>411,641.00</u> |
| (2) Sum of all financing described in Paragraph 4 | \$ _____ |
| (3) Sales price (sum of 3A(1) and 3A(2)) | \$ <u>411,641.00</u> |

(TXR-1802) 09-01-21

Initialed for Identification by Seller

DS
KV

and Buyer

DS
TB

Callisto International, 1233 West Loop South, Suite 900 Houston, TX 77027
Tom Craden

Phone: 713-232-2111 Fax: 713-232-2116
Produced with Loris Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada M1T 1J5 www.lwl.com

Page 1 of 14

TB&TF Lot 9-

Commercial Contract - Unimproved Property concerning East side of South Persimmon, north of Spall Rd. Tomball

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- ☐ (1) The sales price will not be adjusted based on a survey.
☒ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ 3.75 per:

- ☒ (i) square foot of ☒ total area ☐ net area.
☐ (ii) acre of ☐ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- ☐ (i) public roadways;
☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
☐ (iii) _____

(c) If the sales price is adjusted by more than 10.000 % of the stated sales price, either party may terminate this contract by providing written notice to the other party within 10 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- ☒ A. **Third Party Financing:** One or more third party loans in the total amount of \$ 0.00.
 This contract:
☒ (1) is not contingent upon Buyer obtaining third party financing.
☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).

- ☐ B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.

- ☐ C. **Seller Financing:** The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____.

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit \$ \$10,000.00 as earnest money with Stewart Title - Tomball (title company) at 14080 FM 2920, Ste. E, Tomball, TX 77377 (address) Jane Mathews (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:

- ☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
☐ (ii) _____

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

(TXR-1802) 09-01-21

Initialed for Identification by Seller _____ and Buyer TB

Page 2 of 14

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- (a) will not be amended or deleted from the title policy.
- (b) ☒ will be amended to read "shortages in areas" at the expense of ☒ Buyer ☐ Seller.
- (3) Within 15 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 20 days after the effective date:

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☒ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☒ Seller ☐ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. ~~The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.~~

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 10 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new

Commercial Contract - Unimproved Property concerning East side of South Parsimmon, north of Spall Rd, Tomball

document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition ~~except that Seller, at Seller's expense, will complete the following before closing:~~

B. Feasibility Period: Buyer may terminate this contract for any reason within 45 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

☒ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (b) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional _____ days by depositing additional earnest money in the amount of \$ _____ with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

DS
KV

DS
TB

(TXR-1602) 09-01-21

Initialed for Identification by Seller _____ and Buyer _____

Page 4 of 14

Commercial Contract - Unimproved Property concerning East side of South Persimmon, north of Spell Rd. Tomball

(2) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

**, to the extent the items are existing and readily available and within Seller's possession and/or control since it took title to the Property.*

D. Property Information:

- (1) Delivery of Property Information: Within 10 days after the effective date, Seller will ^{*}deliver to Buyer. (Check all that apply.)

- ☐ (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☒ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☐ (d) copies property tax statements for the Property for the previous 2 calendar years;
- ☒ (e) plats of the Property;
- ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- ☐ (g) _____

- (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (Check all that apply.)

- ☒ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☒ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- ☒ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

- E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES: NONE IN EFFECT.

- A. ~~Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller~~

(TXR-1802) 09-01-21

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Page 5 of 14

~~(1) any failure by Seller to comply with Seller's obligations under the lease;~~

~~(3) any advance sums paid by a tenant under any lease;~~

~~(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.~~

TITLE 4.

Commercial Contract - Unimproved Property concerning East side of South Persimmon, north of Spell Rd, Tomball

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

- C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:
- (1) ☒ 30 days after the expiration of the feasibility period.
- (2) ☐ _____ (specific date).

(2) ~~7 days after objections made under Paragraph 6G have been cured or waived.~~

- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

- C. At closing, Seller will execute and deliver, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - (2) ~~an assignment of all leases to or on the Property;~~
 - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
 - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
 - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

- E. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the title company;
- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
- (3) ~~sign and send to each tenant in a lease for any part of the Property a written statement that:~~
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
- (4) ~~sign an assumption of all leases then in effect; and~~
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

(TXR-1802) 09-01-21

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Page 7 of 14

Commercial Contract - Unimproved Property concerning East side of South Parsimmon, north of Spell Rd. Tomball

- 11. POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.
- 12. SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)
This Contract is subject to the terms and conditions of the Special Provisions Addendum attached hereto and incorporated herein.

13. SALES EXPENSES:

- A. Seller's Expenses:** Seller will pay for the following at or before closing:
- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates;
 - (4) preparation of the deed;
 - (5) one-half of any escrow fee;
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.
- B. Buyer's Expenses:** Buyer will pay for the following at or before closing:
- (1) all loan expenses and fees;
 - (2) preparation of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee;
 - (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

- A. Prorations:**
- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
 - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
 - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes:** If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

(TXR-1802) 09-01-21

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Page 8 of 14

Commercial Contract - Unimproved Property concerning East side of South Paraimmon, north of Spell Rd, Tomball

- C. **Rent and Security Deposits:** At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or ~~(Check if applicable)~~
☐ ~~enforce specific performance, or seek such other relief as may be provided by law.~~
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
 (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 (2) extend the time for performance up to 15 days ~~and the closing will be extended as necessary.~~
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may; as Buyer's sole remedy(ies):
 (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 (2) enforce specific performance ~~or seek such other relief as may be provided by law, or both.~~

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
 (1) Seller and the sales price will be reduced by the same amount; or
 (2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

(TXR-1802) 09-01-21

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Page 9 of 14

T&M TP Lot 9-

Commercial Contract - Unimproved Property concerning East side of South Parsimmon, north of Spell Rd, Tomball

- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)

- ☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- ☒ B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

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Page 10 of 14

TBA/TLP Let 9 -

Commercial Contract - Unimproved Property concerning East side of South Farmington, north of Spell Rd, Tomball

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: (Check all that apply.)
- ☒ (1) Property Description Exhibit identified in Paragraph 2;
 - ☐ (2) Commercial Contract Financing Addendum (TXR-1931);
 - ☐ (3) Commercial Property Condition Statement (TXR-1408);
 - ☐ (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
 - ☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
 - ☐ (6) Addendum for Coastal Area Property (TXR-1915);
 - ☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
 - ☒ (8) Information About Brokerage Services (TXR-2501);
 - ☐ (9) Information About Mineral Clauses in Contract Forms (TXR-2509);
 - ☐ (10) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID); and
 - ☒ (11) Special Provisions Addendum

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

- E. Buyer ☐ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. **TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. **EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the title company receives this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities

(TXR-1802) 09-01-21

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Page 11 of 14

Commercial Contract - Unimproved Property concerning East side of South Parsimmon, north of Spell Rd, Tomball

necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. **LICENSE HOLDER DISCLOSURE:** Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____
- J. **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on September 15, 2021, the offer will lapse and become null and void.

(TXR-1802) 09-01-21

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TB DS
kV DS
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Page 12 of 14

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Commercial Contract - Unimproved Property concerning East side of South Parsimmon, north of Spall Rd, Tomball

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT your attorney BEFORE signing.**

Seller: Tomball Economic Development Corporation

Buyer: KTB Properties LLC

By: DocuSigned by:
Kelly Violette
By (signature): 258EC51BE10C4DB...
Printed Name: Kelly Violette
Title: Executive Director

By: DocuSigned by:
Todd Blackburn
By (signature): BAFAD00CCE5A11
Printed Name: Todd Blackburn
Title: Owner

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

~~(use only if Paragraph 02(4) is effective)~~

\$ _____ of
 _____ % of the sales price, or
 _____ % of the Principal Broker's fee.

Principal Broken: _____

By: _____

Cooperating Broken: _____

By: _____

☒ the title company sends to Buyer.
☒ Seller sends to Buyer.

Title company: _____ **Address:** _____

By: _____ **Phone & Fax:** _____

Assigned file number (GF#): _____ **E-mail:** _____

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**SPECIAL PROVISIONS ADDENDUM
TO
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY**

This Special Provisions Addendum to Commercial Contract - Unimproved Property ("Addendum") is entered into between **TOMBALL ECONOMIC DEVELOPMENT CORPORATION** ("Seller") and **KTB Properties LLC** ("Buyer") in order to amend the terms of a Commercial Contract - Unimproved Property contract ("Contract") entered into contemporaneously with the execution of this Addendum with respect to the approximately 2.521 gross acres of land described as LOT 9, Block 1, in the Tomball Business and Technology Park (the "Property").

Seller and Buyer agree as follows:

1. Due Diligence Reports. Buyer acknowledges receipt of the following "Due Diligence Reports" prepared by Tolunay-Wong Engineers, Inc.: Phase I Environmental Site Assessment dated September, 2011 (TWE Project No. 11.12.031), Phase II Environmental Site Assessment dated February, 2013 (TWE Project No. 11.12.031-02), Phase II Geologic Fault Study dated January 25, 2013 (TWE Project No. 11.12.031.003), and Geotechnical Study dated April 8, 2013 (TWE Project No. 13.13.007), which Seller represents are all such reports in Seller's possession pertaining to the Property.
2. Commencement of Post-Closing Construction. Buyer shall have eighteen (18) months from closing to Commence Construction of a proposed building. The inclusion of the Site Map as Exhibit "A" to this Contract does not imply approval thereof by any regulatory authority. As used herein, the term "Commence Construction" shall mean that Buyer shall have (i) obtained any and all permits, authorizations, or other approvals required for the building construction, and (ii) actually commenced construction of the building. If Buyer fails to commence construction within the aforementioned timeframe then Buyer shall be in default and Seller shall have the right to repurchase the Property at the same per square foot price as it was acquired by Buyer. The provisions of this Section 2 shall survive Closing.
3. Assignment. Buyer has the right to assign the Contract at any time without the consent of Seller to a related entity in which Buyer has a controlling interest that exceeds 50%, so long as written notice is provided to Seller at least ten (10) days prior to Closing, the new buyer assumes all of the obligations of the Buyer under the terms of this Contract and the original Buyer is not relieved of any obligation under the Contract. Any other assignment requires Seller's prior written approval, which such approval shall not be unreasonably withheld.
4. Survey. If Buyer terminates the Contract or fails to close the transaction and provided Seller is not in default, then the cost of the Survey shall be Buyer's responsibility and Seller shall be immediately reimbursed by Buyer the full amount of any out-of-pocket costs actually incurred by Seller. This Section 4 provision shall survive termination of the Contract.
5. Right of Access Agreement. Simultaneous with the Effective Date of the Contract, Seller shall provide Buyer with a "Right of Access" Agreement, which upon Buyer's execution of same will allow Buyer and his consultants to perform Due Diligence studies, tests and reports, including the limited clearing of underbrush, on the Property.
6. Signatures. Facsimile, emailed and/or electronic signatures shall be deemed same as originals for purposes of formation hereunder.
7. Terms. Defined and capitalized terms in this Addendum will have the same meaning as in the Contract, unless otherwise indicated.
8. Ratification. Except as amended, the Contract is ratified and affirmed.
9. Merger. All prior oral agreements of the parties are merged into the terms of the Contract and this Addendum.

DS
KV TB

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10. Conflict. In the event of a direct conflict between the terms of this Addendum and the Contract, the terms of this Addendum will control.

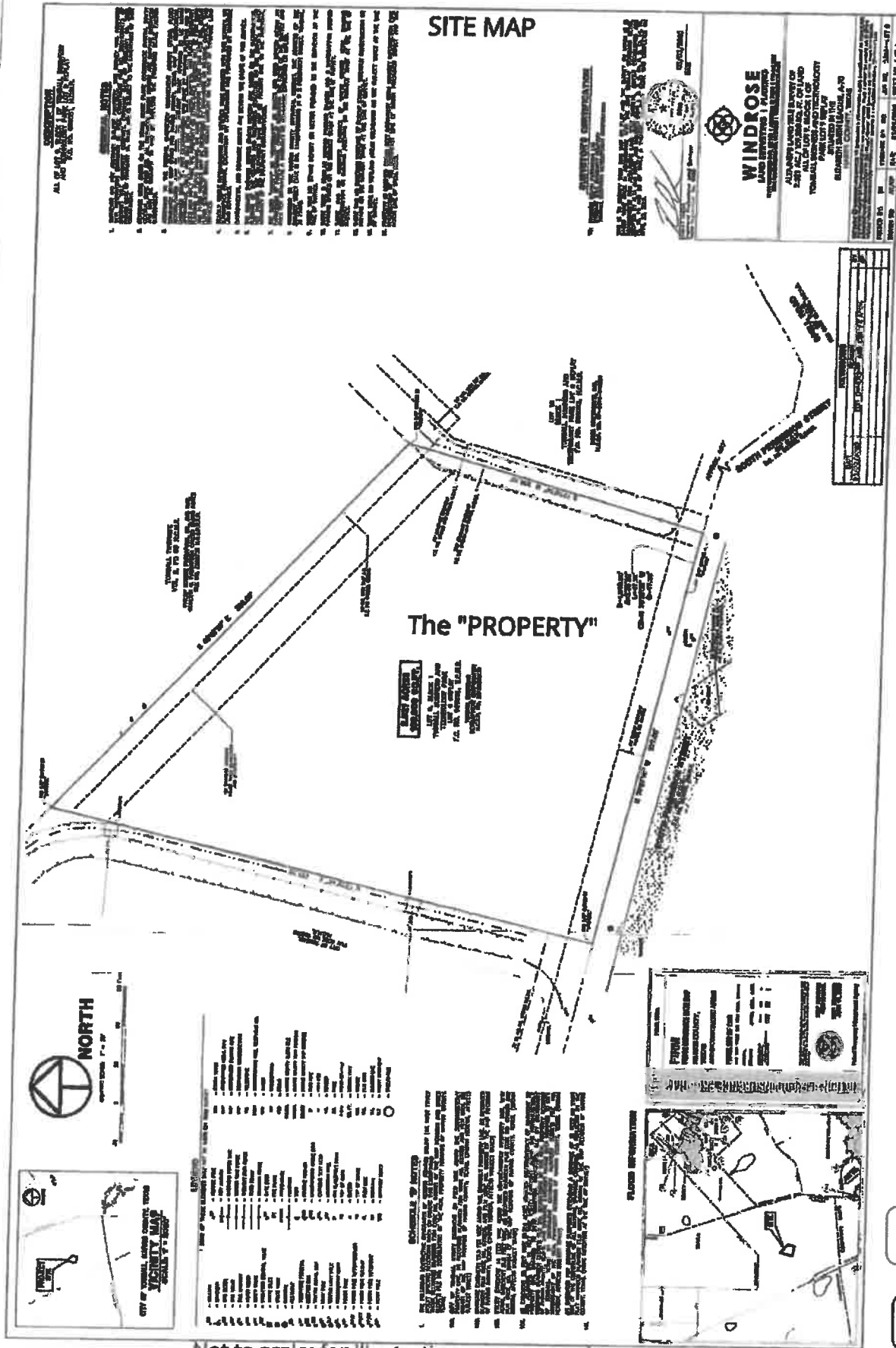
BUYER:

KTB Properties LLC
DocuSigned by:
By: 
258EC51BE10C4DB...
TODD BLACKBURN, OWNER

SELLER:

TOMBALL ECONOMIC DEVELOPMENT CORPORATION
DocuSigned by:
By: 
258EC51BE10C4DB...
Kelly Violette
Executive Director

SITE MAP



Not to scale; for illustrative purposes only.



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Colliers International

Houston, Inc.

Licensed Broker/Broker Firm Name or
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Phone

TB 9/13/2021

Buyer/Tenant/Seller/Landlord Initials

KV 9/22/2021

Date

Regular Tomball EDC

Agenda Item

Data Sheet

Meeting Date: November 9, 2021

Topic:

Consideration and possible action by Tomball EDC to approve, as a Project of the Corporation, an agreement with Techsico to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the relocation and development of a 20,000 square foot office/warehouse facility to be located on Lot 9 of the Tomball Business and Technology Park. The estimated amount of expenditures for such Project is \$20,529.00.

- Public Hearing

Background:

Founded in 2001, Techsico innovates, develops, and constructs communications infrastructure including cell towers and sites. The company is headquartered in Tulsa, Oklahoma and has offices in 5 states with over 225 people.

Mr. Todd Blackburn, CEO of Techsico has submitted a request for grant funding assistance with the company's expansion to Tomball. The company proposes to enter into a build-to-suit lease agreement with KTB Properties for the construction of a 10,000 square-foot office/warehouse facility to be constructed on approximately 2.521 acres of land identified as Lot 9 in the Tomball Business & Technology Park. The estimated capital investment for the project is \$1.5 million.

KTB is a property holding company that will lease space to the owner's operating company, Techsico Inc.

Techsico plans to create 45 jobs at the Tomball facility within its first year of operation and grow to 100 employees over the next thirty-six months.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the estimated 5-year net benefit of this project is \$68,429.00. The proposed incentive is \$20,529.00, based upon 30% of the 5-year net benefit.

Origination: Todd Blackburn, CEO, Techsico

Recommendation: Staff recommends approval of the proposed Performance Agreement with Techsico.

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No: If yes, specify Account Number: # Project Grants

If no, funds will be transferred from account # To account #

Signed _____ Approved by _____
Staff Member-TEDC Date Executive Director-TEDC Date

proposes to



September 10, 2021

TEDC,

I am writing to request your consideration in supporting our plans to construct a new office, warehouse that would expand our services to the Tomball area, to a new site on Lot 9 @ S. Persimmon Street in the Tomball Business and Technology Park

Techsico is a wireless installation and maintenance company that constructs and upgrades cell sites to the latest technology. We have offices in 5 states and employ over 225. We would like to build our own office and warehouse for the Houston markets.

We will start off employing approximately 45 full time workers out of this facility and expect that to grow to near 100 in 24-36 months. We also offer benefit package to all of our employees that includes health insurance, life insurance, dental, vision, 401k matching, and an initial 2 weeks of paid time off.

The project will be a build to suit 10 year lease developed by KTB properties that will sit on a site that is approximately 2.5 acres with a 2,000 square foot of office and a 8,000 square foot warehouse.

Please advise what assistance and tax abatement options are available and what further support we can offer in moving this project forward. We look forward to joining the Tomball community.

Todd Blackburn

CEO

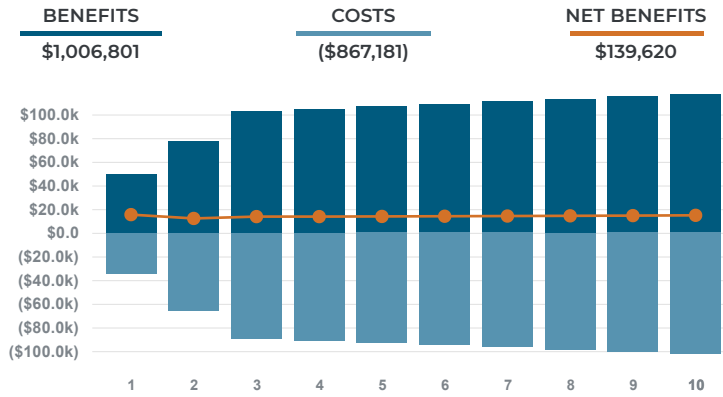
TECHSICO Wireless & Native

918.720.0123 office



Recruitment Telecommunications

City of Tomball



NET BENEFITS **\$139,620**
Present Value \$107,524

BENEFITS	
Sales Taxes	\$39,383
Real Property Taxes	\$51,793
FF&E Property Taxes	\$8,210
Inventory Property Taxes	\$1,850
New Residential Property Taxes	\$4,998
Hotel Occupancy Taxes	\$28,743
Building Permits and Fees	\$0
Utility Revenue	\$631,280
Utility Franchise Fees	\$39,524
Miscellaneous Taxes and User Fees	\$201,021
Benefits Subtotal	\$1,006,801

COSTS	
Cost of Government Services	(\$232,593)
Cost of Utility Services	(\$634,587)
Costs Subtotal	(\$867,181)

JOBS



164.8 Total
100.0 Direct
64.8 Spin-off

Item 22.

SALARIES



\$59,313 Avg
\$65,000 Direct
\$50,538 Spin-off

CAPITAL INVEST.



\$1.5M
Buildings + FF&E

RESIDENTIAL DEV.



0.7 Homes
4.6 Relocations

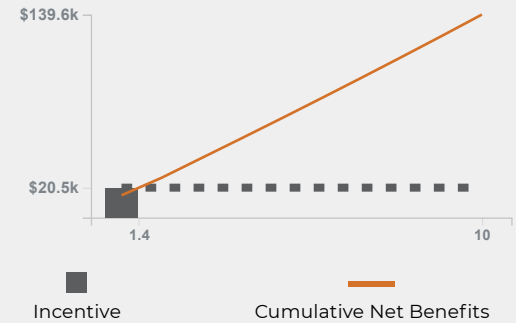
INCENTIVE ANALYSIS

\$20,529
Total Incentive

\$205
Per Job

68.0%
Rate of Return

1.4 Yrs
Payback Period



NET BENEFITS OVER 10 YEARS

CITY	\$139,620
COUNTY	\$43,032
SCHOOL DISTRICT	\$88,627
OTHER	\$130,911

Scenario 1 with Client Data

Project Type: Recruitment
Industry: Telecommunications
Prepared By: Tomball EDC

Purpose & Limitations

This report presents the results of an economic and fiscal analysis undertaken by Tomball EDC using Impact DashBoard, a customized web application developed by Impact DataSource, LLC.

Impact DashBoard utilizes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in a custom user guide prepared for Tomball EDC.

This report, generated by the Impact DashBoard application, has been prepared by Tomball EDC to assist economic development stakeholders in making an evaluation of the economic and fiscal impact of business activity in the community. This report does not purport to contain all of the information that may be needed to conclude such an evaluation. This report is based on a variety of assumptions and contains forward-looking statements concerning the results of operations of the subject firm. Tomball EDC made reasonable efforts to ensure that the project-specific data entered into Impact DashBoard reflects realistic estimates of future activity. Estimates of future activity involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied in this report.

Tomball EDC and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein, and expressly disclaim any and all liability based on or relating to any information contained in, or errors or omissions from, this information or based on or relating to the use of this information.

Introduction

This report presents the results of an economic impact analysis performed using Impact DashBoard, a model developed by Impact DataSource. The report estimates the impact that a potential project will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

Economic Impact Overview

The table below summarizes the economic impact of the project over the first 10 years in terms of job creation, salaries paid to workers, and taxable sales.

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	100.0	64.8	164.8
Annual Salaries/Wages at Full Ops (Yr 3)	\$7,030,400	\$3,542,239	\$10,572,639
Salaries/Wages over 10 Years	\$72,449,696	\$36,503,490	\$108.95M
Taxable Sales/Purchases in City of Tomball	\$1,351,902	\$456,294	\$1,808,196

Totals may not sum due to rounding

The Project may result in new residents moving to the community and potentially new residential properties being constructed as summarized below.

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Workers who will move to City of Tomball	2.8	1.8	4.6
New residents in City of Tomball	7.3	4.7	12.0
New residential properties constructed in City of Tomball	0.4	0.3	0.7
New students to attend local school district	1.4	0.9	2.3

Totals may not sum due to rounding

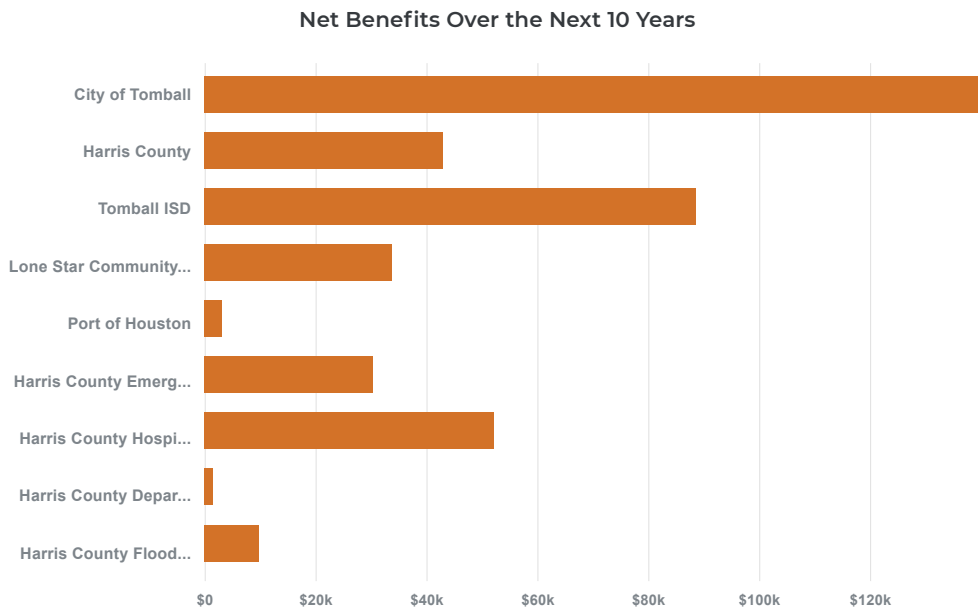
The new taxable property to be supported by the Project over the next 10 years is summarized in the following table.

SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							Item 22.
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	\$58,613	\$400,000	\$1,000,000	\$150,000	\$50,000	\$1,600,000	\$1,658,613
2	\$112,097	\$408,000	\$1,020,000	\$285,000	\$51,000	\$1,764,000	\$1,876,097
3	\$152,453	\$416,160	\$1,040,400	\$405,000	\$52,020	\$1,913,580	\$2,066,033
4	\$155,502	\$424,483	\$1,061,208	\$360,000	\$53,060	\$1,898,752	\$2,054,253
5	\$158,612	\$432,973	\$1,082,432	\$315,000	\$54,122	\$1,884,527	\$2,043,138
6	\$161,784	\$441,632	\$1,104,081	\$270,000	\$55,204	\$1,870,917	\$2,032,701
7	\$165,020	\$450,465	\$1,126,162	\$225,000	\$56,308	\$1,857,936	\$2,022,955
8	\$168,320	\$459,474	\$1,148,686	\$180,000	\$57,434	\$1,845,594	\$2,013,914
9	\$171,686	\$468,664	\$1,171,659	\$135,000	\$58,583	\$1,833,906	\$2,005,592
10	\$175,120	\$478,037	\$1,195,093	\$105,000	\$59,755	\$1,837,884	\$2,013,004

The Project will generate additional benefits and costs, a summary of which is provided below. The source of specific benefits and costs are provided in detail for each taxing district on subsequent pages.

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
City of Tomball	\$1,006,801	(\$867,181)	\$139,620	\$107,524
Harris County	\$240,435	(\$197,403)	\$43,032	\$33,767
Tomball ISD	\$370,941	(\$282,314)	\$88,627	\$67,768
Lone Star Community College	\$33,775	\$0	\$33,775	\$25,741
Port of Houston	\$3,105	\$0	\$3,105	\$2,366
Harris County Emergency Services District 8	\$30,391	\$0	\$30,391	\$23,162
Harris County Hospital District	\$52,232	\$0	\$52,232	\$39,807
Harris County Department of Education	\$1,564	\$0	\$1,564	\$1,192
Harris County Flood Control	\$9,844	\$0	\$9,844	\$7,502
Total	\$1,749,088	(\$1,346,898)	\$402,190	\$308,830

*The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5.0% to make the dollars comparable.



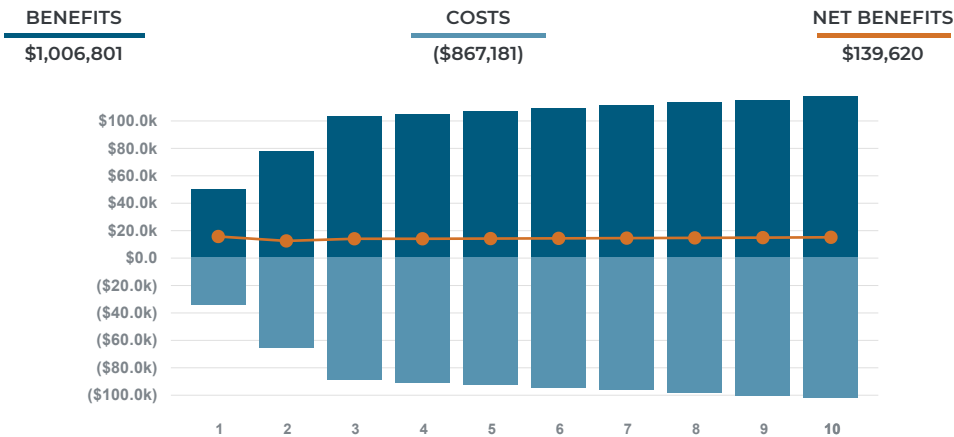
A summary of the total Public Support modeled in this analysis is shown below.

VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	\$20,529	\$20,529
Harris County	\$0	\$0
Tomball ISD	\$0	\$0
Lone Star Community College	\$0	\$0
Port of Houston	\$0	\$0
Harris County Emergency Services District 8	\$0	\$0
Harris County Hospital District	\$0	\$0
Harris County Department of Education	\$0	\$0
Harris County Flood Control	\$0	\$0
Total	\$20,529	\$20,529

The table below displays the estimated additional benefits, costs, and net benefits to be received by City of Tomball over the next 10 years of the Project

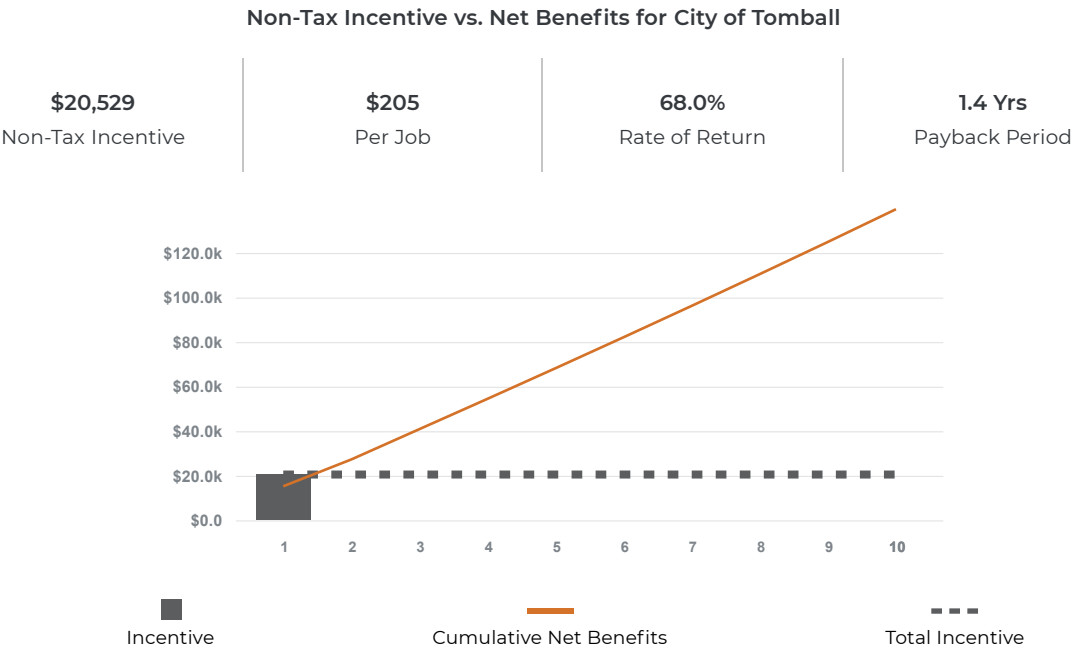
NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	\$12,145	\$27,238	\$39,383
Real Property Taxes	\$51,793	\$0	\$51,793
FF&E Property Taxes	\$8,210	\$0	\$8,210
Inventory Property Taxes	\$1,850	\$0	\$1,850
New Residential Property Taxes	\$0	\$4,998	\$4,998
Hotel Occupancy Taxes	\$28,743	\$0	\$28,743
Building Permits and Fees	\$0	\$0	\$0
Utility Revenue	\$564,295	\$66,985	\$631,280
Utility Franchise Fees	\$35,332	\$4,192	\$39,524
Miscellaneous Taxes and User Fees	\$179,686	\$21,334	\$201,021
Benefits Subtotal	\$882,053	\$124,747	\$1,006,801
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$207,951)	(\$24,642)	(\$232,593)
Cost of Utility Services	(\$567,323)	(\$67,264)	(\$634,587)
Costs Subtotal	(\$775,275)	(\$91,906)	(\$867,181)
Net Benefits	\$106,778	\$32,842	\$139,620

Annual Fiscal Net Benefits for City of Tomball



Non-Tax Incentives

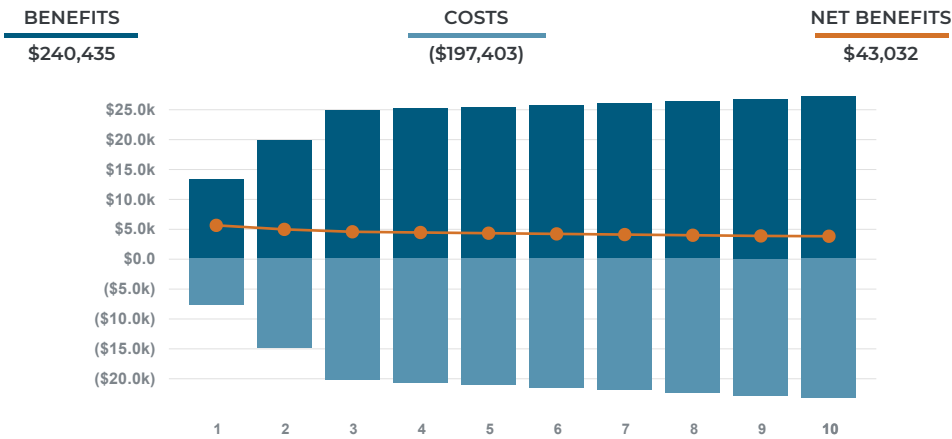
The graph below depicts the non-tax incentives modeled in this analysis versus the cumulative net benefits to City of Tomball. The intersection indicates the length of time until the incentives are paid back.



The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$59,963	\$0	\$59,963
FF&E Property Taxes	\$9,505	\$0	\$9,505
Inventory Property Taxes	\$2,142	\$0	\$2,142
New Residential Property Taxes	\$0	\$50,944	\$50,944
Hotel Occupancy Taxes	\$8,212	\$0	\$8,212
Miscellaneous Taxes and User Fees	\$45,426	\$64,242	\$109,668
Benefits Subtotal	\$125,249	\$115,186	\$240,435
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$81,767)	(\$115,636)	(\$197,403)
Costs Subtotal	(\$81,767)	(\$115,636)	(\$197,403)
Net Benefits	\$43,481	(\$450)	\$43,032

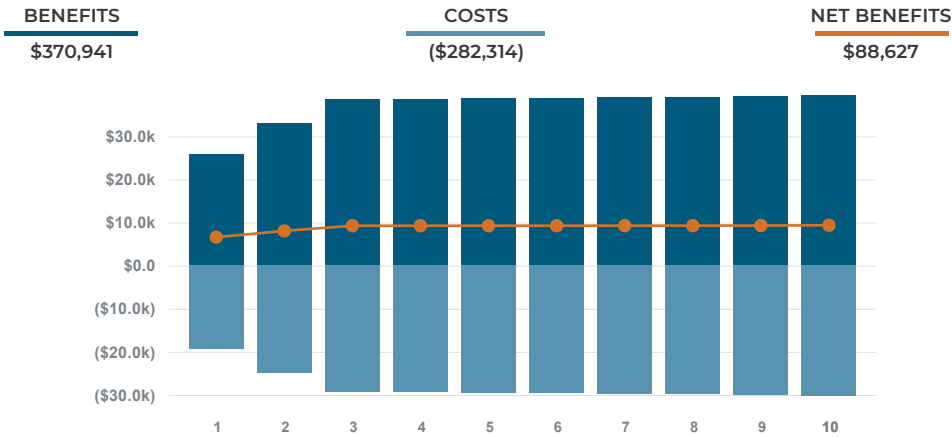
Annual Fiscal Net Benefits for Harris County



The table below displays the estimated additional benefits, costs, and net benefits to be received by Tomball ISD over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: TOMBALL ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$197,752	\$0	\$197,752
FF&E Property Taxes	\$31,347	\$0	\$31,347
Inventory Property Taxes	\$7,063	\$0	\$7,063
New Residential Property Taxes	\$0	\$60,613	\$60,613
Addtl. State & Federal School Funding	\$0	\$74,167	\$74,167
Benefits Subtotal	\$236,162	\$134,780	\$370,941
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	\$0	(\$65,965)	(\$65,965)
Reduction in State School Funding	(\$172,162)	(\$44,187)	(\$216,349)
Costs Subtotal	(\$172,162)	(\$110,153)	(\$282,314)
Net Benefits	\$64,000	\$24,627	\$88,627

Annual Fiscal Net Benefits for Tomball ISD



The table below displays the estimated additional benefits, costs, and net benefits to be received by Lone Star Community College over the next 10 year Project.

NET BENEFITS OVER 10 YEARS: LONE STAR COMMUNITY COLLEGE			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$16,525	\$0	\$16,525
FF&E Property Taxes	\$2,620	\$0	\$2,620
Inventory Property Taxes	\$590	\$0	\$590
New Residential Property Taxes	\$0	\$14,040	\$14,040
Benefits Subtotal	\$19,735	\$14,040	\$33,775
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$19,735	\$14,040	\$33,775

Annual Fiscal Net Benefits for Lone Star Community College



The table below displays the estimated additional benefits, costs, and net benefits to be received by Port of Houston over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$1,519	\$0	\$1,519
FF&E Property Taxes	\$241	\$0	\$241
Inventory Property Taxes	\$54	\$0	\$54
New Residential Property Taxes	\$0	\$1,291	\$1,291
Benefits Subtotal	\$1,814	\$1,291	\$3,105
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$1,814	\$1,291	\$3,105

Annual Fiscal Net Benefits for Port of Houston



Harris County Emergency Services District 8 Fiscal Impact

Item 22.

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Emergency Services District 8 over the 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY EMERGENCY SERVICES DISTRICT 8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$14,870	\$0	\$14,870
FF&E Property Taxes	\$2,357	\$0	\$2,357
Inventory Property Taxes	\$531	\$0	\$531
New Residential Property Taxes	\$0	\$12,633	\$12,633
Benefits Subtotal	\$17,758	\$12,633	\$30,391
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$17,758	\$12,633	\$30,391

Annual Fiscal Net Benefits for Harris County Emergency Services District 8



The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Hospital District over the next 10 the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$25,556	\$0	\$25,556
FF&E Property Taxes	\$4,051	\$0	\$4,051
Inventory Property Taxes	\$913	\$0	\$913
New Residential Property Taxes	\$0	\$21,712	\$21,712
Benefits Subtotal	\$30,520	\$21,712	\$52,232
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$30,520	\$21,712	\$52,232

Annual Fiscal Net Benefits for Harris County Hospital District



The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Department of Education over the years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$765	\$0	\$765
FF&E Property Taxes	\$121	\$0	\$121
Inventory Property Taxes	\$27	\$0	\$27
New Residential Property Taxes	\$0	\$650	\$650
Benefits Subtotal	\$914	\$650	\$1,564
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$914	\$650	\$1,564

Annual Fiscal Net Benefits for Harris County Department of Education



The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Flood Control over the next 10 year Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY FLOOD CONTROL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$4,817	\$0	\$4,817
FF&E Property Taxes	\$764	\$0	\$764
Inventory Property Taxes	\$172	\$0	\$172
New Residential Property Taxes	\$0	\$4,092	\$4,092
Benefits Subtotal	\$5,752	\$4,092	\$9,844
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$5,752	\$4,092	\$9,844

Annual Fiscal Net Benefits for Harris County Flood Control



Overview of Methodology

The Impact DashBoard model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the spin-off or indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes adjusted county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

238210 ELECTRICAL CONTRACTORS AND OTHER WIRING INSTALLATION CONTRACTORS		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	1.648
Earnings Multiplier	(Type II Direct Effect)	1.5038

Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach.

This approach uses relies on two assumptions:

- 1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
- 2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by local jurisdictions to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs.

This approach relies on two assumptions:

- 1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
- 2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced. However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

About Impact DataSource

Established in 1993, Impact DataSource is an Austin, Texas-based economic consulting firm. Impact DataSource provides high-quality economic research, specializing in economic and fiscal impact analyses. The company is highly focused on supporting economic development professionals and organizations through its consulting services and software. Impact DataSource has conducted thousands of economic impact analyses of new businesses, retention and expansion projects, developments, and activities in all industry groups throughout the U.S.

For more information on Impact DataSource, LLC and our product Impact DashBoard, please visit our website www.impactdatasource.com



AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF HARRIS §

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **TECHSICO Wireless** (the “Company”), 910 S Hudson Ave, Tulsa, OK 74112.

WITNESSETH:

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the “City”), and thereby enhance the economic stability and growth of the City; and

WHEREAS, the Company proposes to enter into a build-to-suit lease agreement for the construction of a \$1,450,000 office/warehouse facility to be constructed on approximately 2.521 acres of land identified as Lot 9 in the Tomball Business & Technology Park (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company also proposes to create forty-five (45) full-time positions in Tomball within its first year of operation and plans to increase employment to one hundred (100) full-time positions within thirty-six (36) months of operation; and

WHEREAS, the TEDC agrees to provide to the Company the sum of Twenty Thousand Five Hundred and Twenty-Nine Dollars (\$20,529.00) to assist in the location of its business operations and job creation at the Property; and

WHEREAS, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

WHEREAS, this expenditure is found by the Board of Directors of the TEDC to be required or suitable for the promotion and development of new or expanded business enterprises and in furtherance of creation and retention of primary jobs; and

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Company agree as follows:

1.

The Company covenants and agrees that it will operate and maintain the proposed business on the Property for a term of at least five (5) years, and will for such term, except as provided by paragraph 4 hereof, create one hundred (100) full-time positions at the Property.

2.

The Company also covenants and agrees that construction of the Improvements, the addition of forty-five (45) employees, and obtaining all necessary occupancy permits from the City shall occur within twenty-four (24) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

The Company further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States.

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company up to Twenty Thousand Five Hundred and Twenty-Nine Dollars (\$20,529.00) as a performance incentive to assist in the location of its business operations and the addition of the on hundred (100) employees to the Property. The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the improvements to the Property, if applicable; (b) proof that the company has retained and added the number of employees indicated above to the Tomball operation as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service form 941; (c) a letter from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed, and approved; (d) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (e) Proof of payment to all contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all contractors and subcontractors.

In the event the number of jobs originally projected is not met or maintained, the amount of the funding provided to the Company by TEDC will be reduced on a pro-rata basis to reflect the actual number of jobs at the time of the request for disbursement of funds.

5.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within 120 days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within 120 days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default accompanied by copies of all applicable invoices.

It is understood and agreed by the parties that, in the event of a default by the TEDC on any of its obligations under this Agreement, the Company's sole and exclusive remedy shall be limited to either a) the termination of this Agreement or b) a suit for specific performance.

6.

Personal Liability of Public Officials: To the extent permitted by law, no director, officer, employee or agent of the TEDC, and no officer, employee or agent of the City of Tomball, shall be personally responsible for any liability arising under or growing out of this Agreement.

7.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force whether the Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

8.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:

Tomball Economic Development Corporation
401 W. Market Street
Tomball, Texas 77375
Attn: President, Board of Directors

If to Company:

TECHSICO Wireless
910 S Hudson Avenue
Tulsa, OK 74112
Attn: Todd Blackburn, CEO

9.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

10.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

11.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12.

This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be

deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2021 (the "Effective Date").

TECHSICO Wireless

By: _____

Name: Todd Blackburn

Title: CEO

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: _____

Name: William E. Sumner Jr.

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
 2021, by Todd Blackburn, CEO of TECHSICO Wireless., for and on behalf of said company.

 Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
 2021, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic
 Development Corporation, for and on behalf of said Corporation.

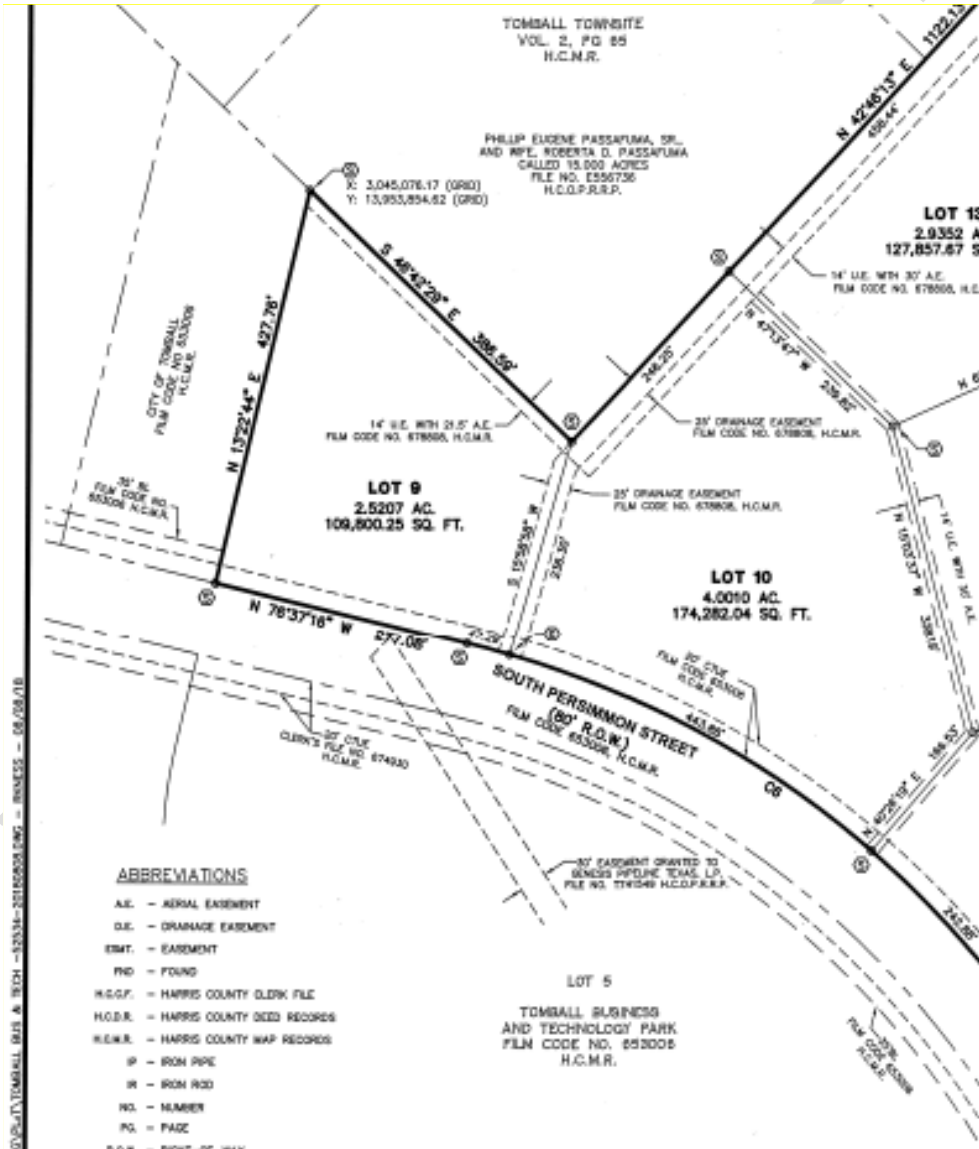
 Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit A
Legal Description of Property

Lot 9 Tomball Business & Technology Park Lot 9 Repla



Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

Consideration and possible action by Tomball EDC to ratify approval of a commercial real estate contract – unimproved property between the Corporation as Seller and Billiard Factory, Inc and/or assigns, as purchaser and authorize the execution of contracts and documentation by the EDC Executive Director relating to approximately 4.8226 gross acres of land, identified as Lot 3 on the Final Plat of the Tomball Business & Technology Park.

Background:

The Tomball Economic Development Corporation has received an offer from Billiard Factory, Inc to purchase Lot 3 in the Tomball Business and Technology Park in order to construct an approximately 72,750 square foot distribution facility. The approximately 4.8-acre lot is located on the east side of South Persimmon, adjacent to the M118 Drainage Channel.

The project is intended to be constructed in phases with phase I consisting of a total of 52,500 square feet (7,000 square feet of office and 45,500 square feet of distribution space). Phase II is projected to include an additional 20,250 square feet.

The attached commercial real estate contract has been reviewed by all parties, including legal counsel, and is presented for approval. The terms of the contract are outlined below:

Total acreage: 4.8226 gross acres

Sales Price: ±\$735,254.00; based on \$3.50PSF of total area

Earnest Money: \$10,000

Feasibility Period: 90 days from Effective Date

Closing: On or before 30 days after the expiration of the feasibility period (with one 30-day extension)

Origination: Kelly Violette, Executive Director

Recommendation:

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____ Approved by _____

Staff Member-TEDC	Date
-------------------	------

Executive Director-TEDC	Date
-------------------------	------

For Sale > Land Sites

Tomball Business & Technology Park



Master Planned/Deed Restricted Business Park



±100 Acre
Business
Park
Tomball, TX

Light
Industrial
Zoning

Project By: **TOMBALL**
ECONOMIC DEVELOPMENT CORP.
www.tomballtxedc.org



Tom Condon, Jr.
Senior Vice President | The Woodlands
+1 713 830 4007
tom.condon.jr@colliers.com

Colliers | The Woodlands
1790 Hughes Landing Blvd | Suite 250
The Woodlands, TX 77380
www.colliers.com



Project Features

- Ranked by Business Facilities as the #10 Best Industrial Parks in the Country in their 17th Annual Rankings Report
- Master Planned/Deed Restricted Business Park
- Off-site detention via M118 Channel
- Light Industrial Zoning
- Fully served with all utilities
- ±31.17 Useable Acres Still Available

Location

- 2.8 miles from D.W. Hooks Memorial Airport
- 24 miles from Bush Intercontinental Airport
- 42 miles from Port of Houston

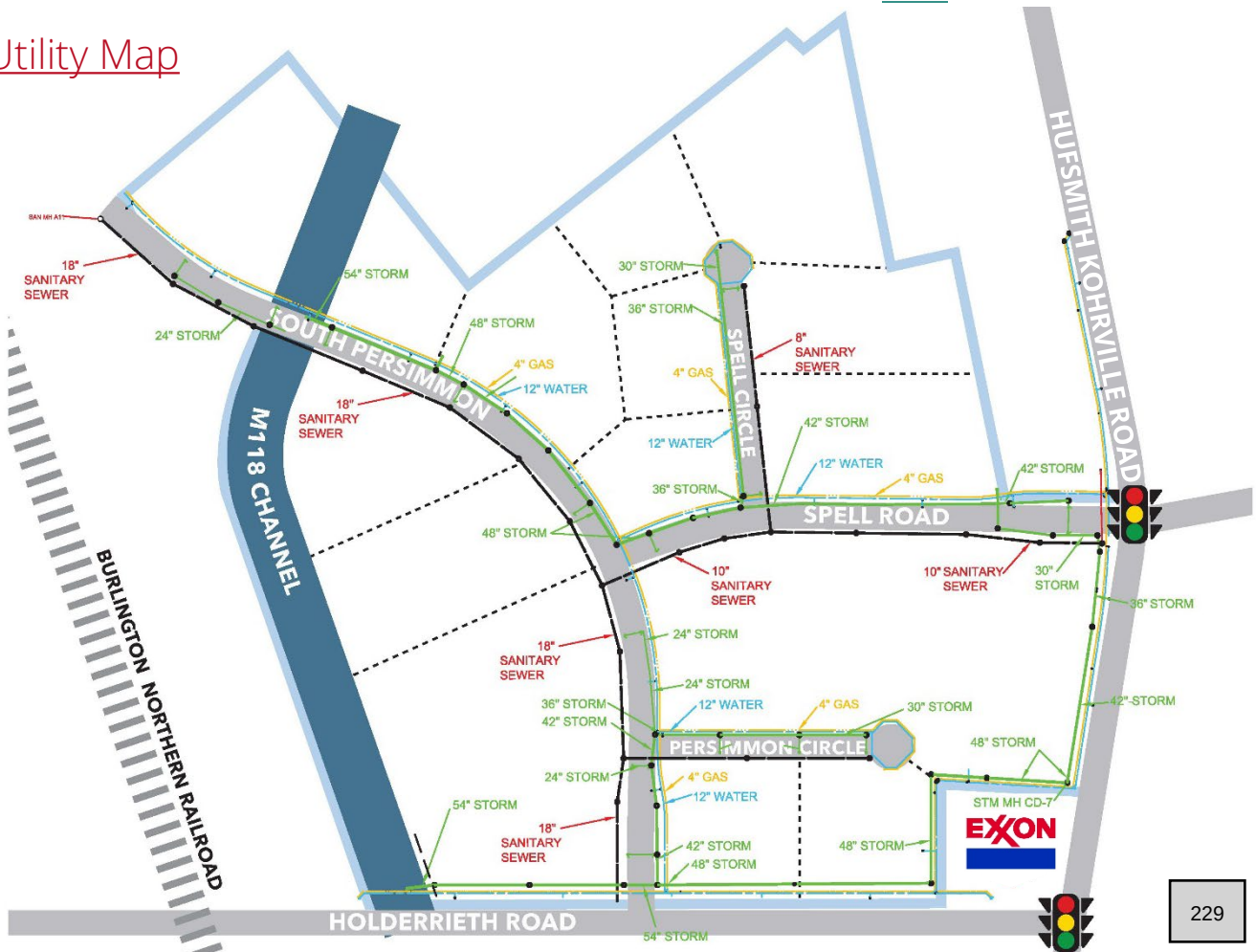
Highlights

- Tax abatements/Economic incentives available
- Easy access to SH 249, FM 2920 & the Grand Parkway
- Flexible lot sizes
- Competitive land prices
- Skilled labor force
- Low property taxes
- Foreign Trade Zone #84

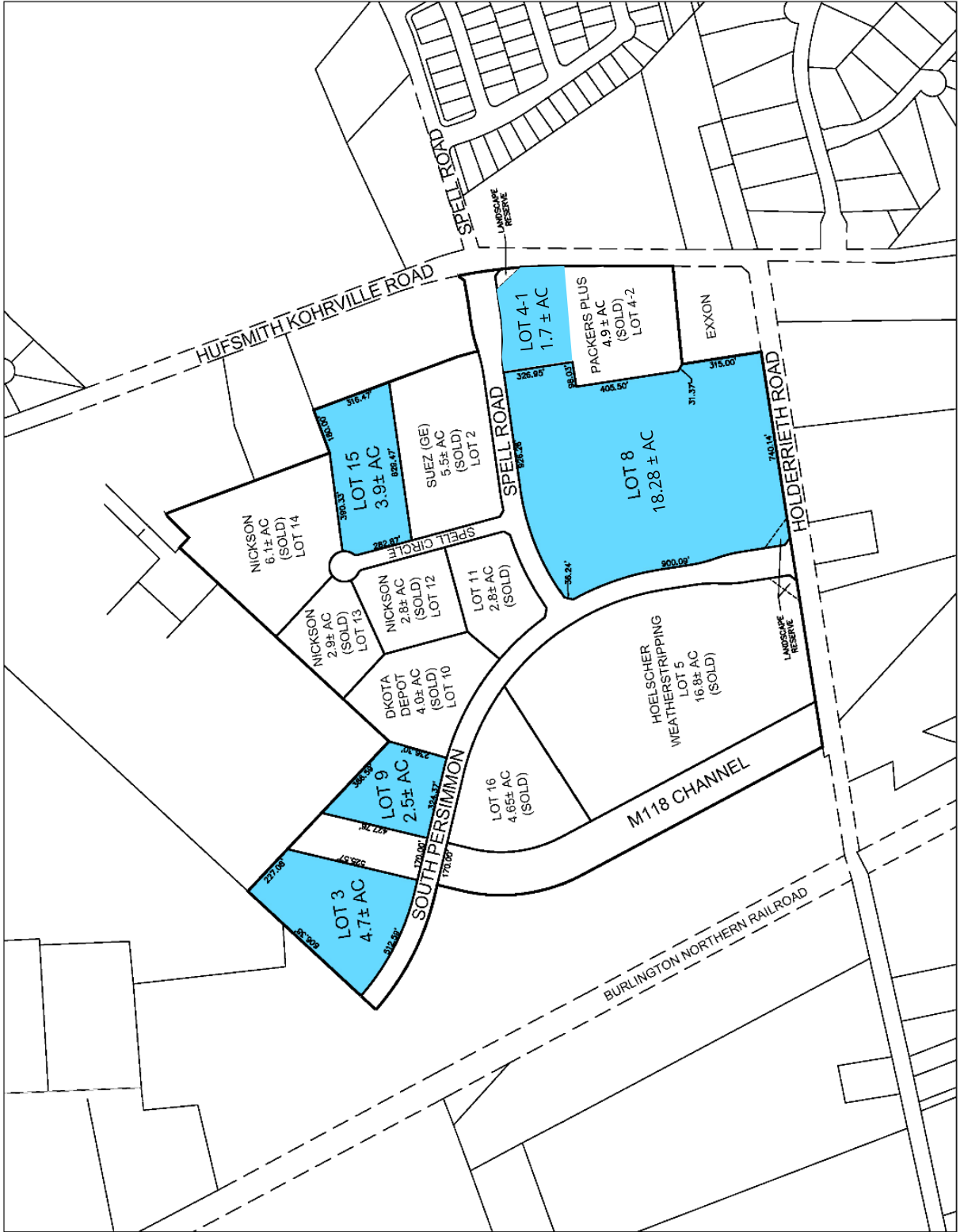
Offering

- Pricing subject to lot size, configuration & location. Please inquire with Broker for details.
- Financial Incentives may be available from the TEDC. Click [here](#) for more information

Utility Map







NWC Quadrant Holderrieth & Hufsmith-Kohrville Roads

Item 23.





Information About Brokerage Services

Item 23.

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Colliers International
Houston, Inc.

Licensed Broker/Broker Firm Name or
Primary Assumed Business Name

29114

License No.

houston.info@colliers.com

Email

(713) 222-2111

Phone

Gary Mabray

Designated Broker of Firm

138207

License No.

gary.mabray@colliers.com

Email

(713) 830-2104

Phone

Patrick Duffy, MCR

Licensed Supervisor of Sales Agent/
Associate

604308

License No.

patrick.duffy@colliers.com

Email

(713) 830-2112

Phone

Tom Condon, Jr.

Sales Agent/Associate's Name

419324

License No.

tom.condon.jr@colliers.com

Email

(713) 830-2407

Phone

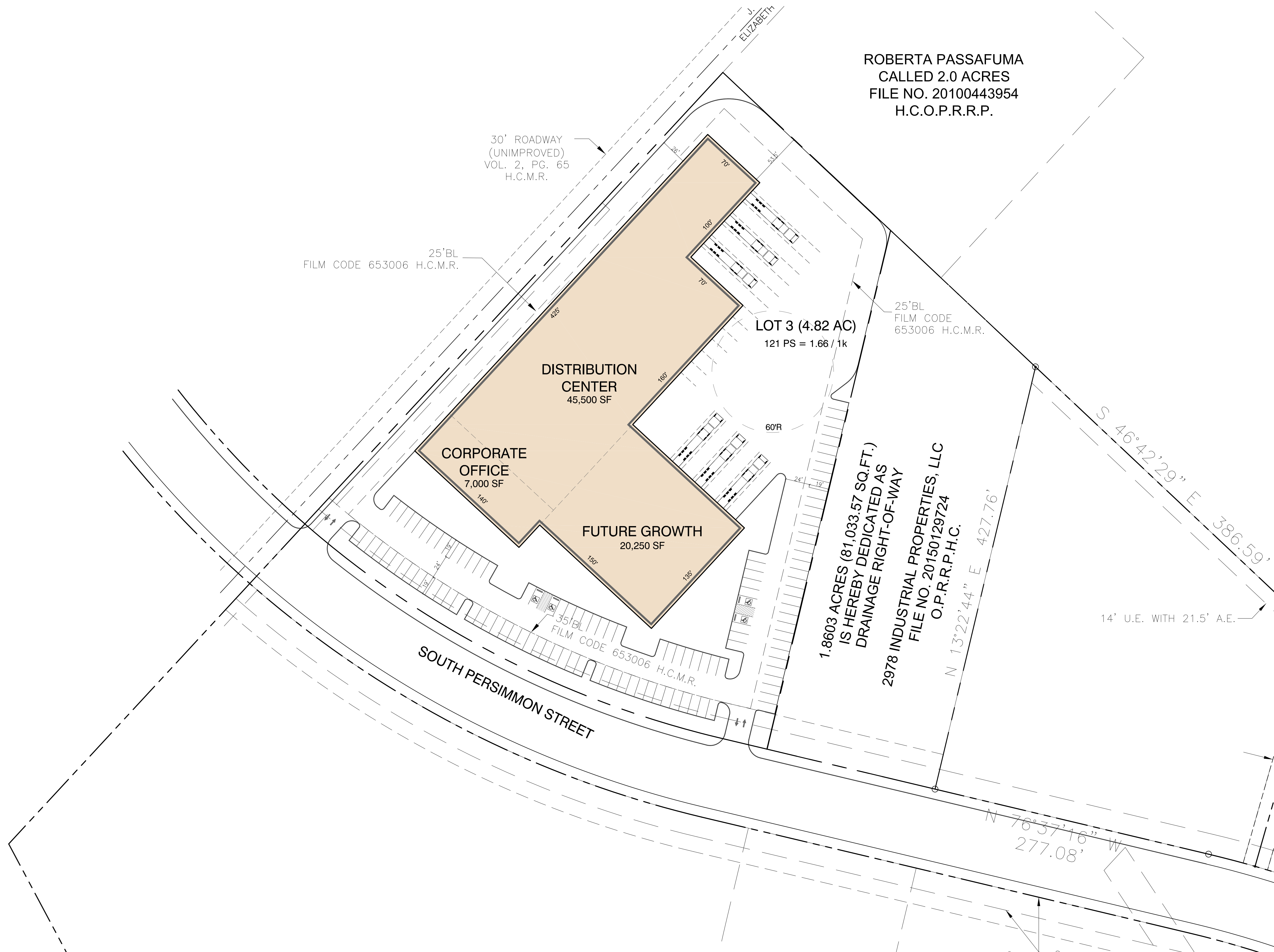
Buyer/Tenant/Seller/Landlord Initials

Date

PRICING SCHEDULE
TOMBALL BUSINESS AND TECHNOLOGY PARK
(as of September 1, 2021)

Item 23.

LOT #	SIZE (ACRES)	LOCATION/ROAD FRONTAGE	ASKING PRICES**			COMMENTS		
			\$/SF		GROSS			
4-1	1.75	Spell/Hufsmith Kohrville	\$5.15		\$392,585			
8	18.28	Holderrieth/Persimmon/South cul-de-sac	\$3.95		\$3,146,085			
5	16.78	Holderrieth/Persimmon	\$2.95		\$2,156,264	SOLD		
16	4.65	Persimmon	\$3.50		\$708,939	SOLD		
3	4.70	Persimmon/N of M-118 Drainage Channel	\$3.50		\$716,562			
9	2.52	Persimmon	\$3.75		\$411,642			
10	4.00	Persimmon	\$3.50		\$609,840	SOLD		
11	2.76	Persimmon/Spell/Spell Circle cul-de-sac	\$3.75		\$451,352	SOLD		
12	2.87	Spell Circle cul-de-sac	\$3.60		\$450,705	SOLD		
13	2.90	Spell Circle cul-de-sac	\$3.25		\$410,553	SOLD		
14	6.104	Spell Circle cul-de-sac	\$2.90		\$771,082	SOLD		
15	3.92	Spell Circle cul-de-sac	\$3.65		\$623,256			
2	5.50	Spell/Spell Circle cul-de-sac	\$3.25		\$778,635	SOLD		
4	17.36	Persimmon/Spell/South cul-de-sac	\$2.95		\$2,230,795	SOLD		
TOTAL	<u>31.17</u>	Useable Acres Still Available*			<u>\$5,290,130</u>		<u>Combined Gross Asking Price</u>	
					<u>\$3.90</u>		<u>Weighted Avg Asking Price/SF</u>	
		* ± 10.11 Acres in all existing & proposed street R.O.W's & ± 8.3 Acres in M-118 Drainage Channel						
		** Subject to Tomball EDC Board approval of Contract Sales Price(s)						



PRELIMINARY SITE PLAN

COMMERCIAL DEVELOPMENT

identityARCHITECTS

111 Travis Street, Houston, Texas 77002
www.identityarchitects.com 713.595.2150



September 10, 2021

SOUTH PERSIMMON STREET
TOMBALL, TX
21153 -00_SITE_21.09.10

THIS DRAWING IS FOR PRESENTATION PURPOSES ONLY. ANY AND ALL FEATURES, MATTERS AND OTHER INFORMATION DERIVED HEREON OR CONTAINED HEREIN ARE FOR ILLUSTRATIVE MARKETING PURPOSES ONLY, ARE SUBJECT TO MODIFICATION WITHOUT NOTICE, ARE NOT INTENDED TO BE RELIED UPON BY ANY PARTY AND ARE NOT INTENDED TO CONSTITUTE REPRESENTATIONS AND WARRANTIES AS TO THE SIZE AND NATURE OF IMPROVEMENTS TO BE CONSTRUCTED (OR THAT ANY IMPROVEMENTS WILL BE CONSTRUCTED) OR AS TO THE IDENTITY OR NATURE OF ANY OCCUPANTS THEREOF.



COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED
©Texas Association of REALTORS®, Inc. 2021

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Tomball Economic Development Corporation

Address: P.O. Box 820, Tomball, TX 77377

Phone: (281)401-4086

E-mail: kviolette@tomballtxedc.org

Fax: (281)351-7223

Other: _____

Buyer: Billiard Factory, Inc. and/or Assigns

Address: 8440 N Sam Houston Pkwy W, Houston, TX 77064

Phone: 281-960-9254

E-mail: rstlick@billiardfactory.com

Fax: _____

Other: _____

2. PROPERTY:

- A. "Property" means that real property situated in Harris County, Texas at East side of South Persimmon, north of Spell Rd, Tomball (address) and that is legally described ~~on the attached Exhibit~~ or as follows: being approximately 4.8226 gross acres of land, more or less, described as Lot 3 of the Tomball Business and Technology Park Final Plat, Tomball, Harris County, as depicted on the Site Map attached hereto as Exhibit "A" and incorporated herein.

- B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

- A. At or before closing, Buyer will pay the following sales price for the Property:

- | | | |
|---|----|-------------------|
| (1) Cash portion payable by Buyer at closing | \$ | <u>735,254.00</u> |
| (2) Sum of all financing described in Paragraph 4 | \$ | _____ |
| (3) Sales price (sum of 3A(1) and 3A(2)) | \$ | <u>735,254.00</u> |

(TXR-1802) 09-01-21

Initialed for Identification by Seller DS and Buyer kv

Colliers International, 1233 West Loop South, Suite 900 Houston TX 77027
Tara Courten

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr Cambridge, Ontario, Canada N1T 1J5 www.lwcf.com

Phone 713-222-2711

Fax 713-850-2118

Page 1 of 14

TB&TP - Lot 3

Commercial Contract - Unimproved Property concerning East side of South Persimmon, north of Spell Rd, Tomball

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- ☐ (1) The sales price will not be adjusted based on a survey.
☒ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ 3.50 per:

- ☒ (i) square foot of ☒ total area ☐ net area.
☐ (ii) acre of ☐ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- ☐ (i) public roadways;
☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
☐ (iii) _____

(c) If the sales price is adjusted by more than 10.000 % of the stated sales price, either party may terminate this contract by providing written notice to the other party within 10 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

☒ A. **Third Party Financing:** One or more third party loans in the total amount of \$ 0.00 This contract:

- ☒ (1) is not contingent upon Buyer obtaining third party financing.
☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).

☐ B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.

☐ C. **Seller Financing:** The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____.

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit \$ \$10,000.00 as earnest money with Stewart Title - Tomball (title company) at 14080 FM 2920, Ste. E, Tomball, TX 77377 (address) Jane Mathews (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:

- ☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
☐ (ii) _____

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

(TXR-1802) 09-01-21

Initialed for Identification by Seller _____ and Buyer _____

Page 2 of 14

6. TITLE POLICY AND SURVEY:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:

- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

- (a) will not be amended or deleted from the title policy.

(3) Within 20 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.

- ☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☐ Seller ☐ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

(1) Within 10 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new

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238

Commercial Contract - Unimproved Property concerning East side of South Persimmon, north of Spell Rd, Tomball

document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

- A. Present Condition: Buyer accepts the Property in its present condition ~~except that Seller, at Seller's expense, will complete the following before closing:~~

- B. Feasibility Period: Buyer may terminate this contract for any reason within 90 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

- ☒ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

- ☐ (b) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

- (2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional _____ days by depositing additional earnest money in the amount of \$ _____ with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(TXR-1802) 09-01-21

Initialed for Identification by Seller DS and Buyer JS

Page 4 of 14

Commercial Contract - Unimproved Property concerning East side of South Persimmon, north of Spell Rd, Tomball

(2) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

*, to the extent the items are existing and readily available and within Seller's possession and/or control since it took title to the Property.

(1) Delivery of Property Information: Within 10 days after the effective date, Seller will ^{*}deliver to Buyer: (Check all that apply.)

- ☐ (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☒ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☐ (d) copies property tax statements for the Property for the previous 2 calendar years;
- ☒ (e) plats of the Property;
- ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- ☐ (g) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (Check all that apply.)

- ☒ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☒ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- ☒ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. **LEASES: NONE IN EFFECT.**

~~A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller~~

(TXR-1802) 09-01-21

Initialed for Identification by Seller LS and Buyer LS

Page 5 of 14

Commercial Contract - Unimproved Property concerning East side of South Persimmon, north of Spell Rd, Tomball

must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1038 Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Colliers International Houston, Inc.

Agent: Tom Condon, Jr.

Address: 1790 Hughes Landing Blvd., Suite 250
The Woodlands, TX 77380

Phone & Fax: (713)830-4007 (713)830-4057

E-mail: tom.condon,jr@colliers.com

License No.: 0029114

Cooperating Broker: Home Asset, Inc. dba NewQuest Properties

Agent: Randy Nerren

Address: 8827 W. Sam Houston Pkwy N., Suite 200
Houston, TX 77040

Phone & Fax: (281)477-4376

E-mail: merren@newquest.com

License No.: 420076

Principal Broker: (Check only one box)

- ☒ represents Seller only.
- ☐ represents Buyer only.
- ☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

- ☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

- ☒ (2) Only upon and funding At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
☒ 3.000 % of the sales price.

Cooperating Broker a total cash fee of:
☒ 3.000 % of the sales price.

The cash fees will be paid in Harris County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

(TXR-1802) 09-01-21

Initialed for Identification by Seller [Signature] and Buyer [Signature]

Page 6 of 14

Commercial Contract - Unimproved Property concerning East side of South Persimmon, north of Spell Rd, Tomball

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

- C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:
- (1) ☒ 30 days after the expiration of the feasibility period. SEE SPECIAL PROVISIONS ADDENDUM FOR FURTHER DETAILS.
 - (2) ☐ _____ (specific date).
- ~~(2) 7 days after objections made under Paragraph 6C have been cured or waived.~~
- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - (2) ~~an assignment of all leases to or on the Property;~~
 - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
 - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
 - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) ~~sign and send to each tenant in a lease for any part of the Property a written statement that:~~
~~(a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and~~
~~(b) specifies the exact dollar amount of the security deposit;~~
 - (4) ~~sign an assumption of all leases then in effect; and~~
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

(TXR-1802) 09-01-21

Initialed for Identification by Seller

and Buyer

Page 7 of 14

Commercial Contract - Unimproved Property concerning East side of South Persimmon, north of Spell Rd, Tomball

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

This contract is subject to the terms and conditions of the Special Provisions Addendum attached hereto and incorporated herein.

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee;
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

(TXR-1802) 09-01-21

Initialed for Identification by Seller kv and Buyer W

Page 8 of 14

Commercial Contract - Unimproved Property concerning East side of South Persimmon, north of Spell Rd, Tomball

- C. **Rent and Security Deposits:** At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
~~(Check if applicable)~~
☐ ~~enforce specific performance, or seek such other relief as may be provided by law.~~
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) extend the time for performance up to 15 days ~~and the closing will be extended as necessary.~~
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may ; as Buyer's sole remedy(ies):
- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) enforce specific performance. ~~or seek such other relief as may be provided by law, or both.~~

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
- (1) Seller and the sales price will be reduced by the same amount; or
 - (2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

(TXR-1802) 09-01-21

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Page 9 of 14

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TB&TF - Let 3

Commercial Contract - Unimproved Property concerning East side of South Persimmon, north of Spell Rd, Tomball

- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief. (Check only one box.)

- ☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- ☒ B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

(TXR-1802) 09-01-21

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Page 10 of 14

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TB&TP - Lot 3

Commercial Contract - Unimproved Property concerning East side of South Persimmon, north of Spell Rd, Tomball

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
- ☒ (1) Property Description Exhibit identified in Paragraph 2;
 - ☐ (2) Commercial Contract Financing Addendum (TXR-1931);
 - ☐ (3) Commercial Property Condition Statement (TXR-1408);
 - ☐ (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
 - ☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
 - ☐ (6) Addendum for Coastal Area Property (TXR-1915);
 - ☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
 - ☒ (8) Information About Brokerage Services (TXR-2501);
 - ☐ (9) Information About Mineral Clauses in Contract Forms (TXR-2509);
 - ☐ (10) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID); and
 - ☒ (11) **Special Provisions Addendum**

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

E. Buyer ☐ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. **TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. **EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities

(TXR-1802) 09-01-21

Initialed for Identification by Seller DS and Buyer N

Page 11 of 14

Commercial Contract - Unimproved Property concerning East side of South Persimmon, north of Spell Rd, Tomball

necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____
- J. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on September 15, 2021, the offer will lapse and become null and void.

INITIALS
RS [Signature] DS [Signature]

October 15, 2021

(TXR-1802) 09-01-21

Initialed for Identification by Seller [Signature] and Buyer [Signature]

Produced with Lone Wolf Transactions (zipForm Edition), 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

Page 12 of 14
TB&TP - Lot 3

Commercial Contract - Unimproved Property concerning East side of South Persimmon, north of Spell Rd. Tomball

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: Tomball Economic Development Corporation

Buyer: Billiard Factory, Inc. and/or Assigns

By: 
By (signature): 
Printed Name: Kelly Violette
Title: Executive Director

By: 
By (signature): 
Printed Name: Ryan Stick
Title: President

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

**SPECIAL PROVISIONS ADDENDUM
TO
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY**

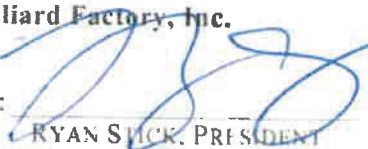
This Special Provisions Addendum to Commercial Contract - Unimproved Property ("Addendum") is entered into between **TOMBALL ECONOMIC DEVELOPMENT CORPORATION** ("Seller") and **Billiard Factory, Inc.** ("Buyer") in order to amend the terms of a Commercial Contract - Unimproved Property contract ("Contract") entered into contemporaneously with the execution of this Addendum with respect to the approximately 4.8226 gross acres of land described as LOT 3 in the Tomball Business and Technology Park (the "Property").

Seller and Buyer agree as follows:

1. Due Diligence Reports. Buyer acknowledges receipt of the following "Due Diligence Reports" prepared by Tolunay-Wong Engineers, Inc.: Phase I Environmental Site Assessment dated September, 2011 (TWE Project No. 11.12.031), Phase II Environmental Site Assessment dated February, 2013 (TWE Project No. 11.12.031-02), Phase II Geologic Fault Study dated January 25, 2013 (TWE Project No. 11.12.031.003), and Geotechnical Study dated April 8, 2013 (TWE Project No. 13.13.007), which Seller represents are all such reports in Seller's possession pertaining to the Property.
2. Commencement of Post-Closing Construction. Buyer shall have eighteen (18) months from closing to Commence Construction of a proposed building. The inclusion of the Site Map as Exhibit "A" to this Contract does not imply approval thereof by any regulatory authority. As used herein, the term "Commence Construction" shall mean that Buyer shall have (i) obtained any and all permits, authorizations, or other approvals required for the building construction, and (ii) actually commenced construction of the building. If Buyer fails to commence construction within the aforementioned timeframe then Buyer shall be in default and Seller shall have the right to repurchase the Property at the same per square foot price as it was acquired by Buyer. The provisions of this Section 2 shall survive Closing.
3. Assignment. Buyer has the right to assign the Contract at any time without the consent of Seller to a related entity in which Buyer has a controlling interest that exceeds 50%, so long as written notice is provided to Seller at least ten (10) days prior to Closing, the new buyer assumes all of the obligations of the Buyer under the terms of this Contract and the original Buyer is not relieved of any obligation under the Contract. Any other assignment requires Seller's prior written approval, which such approval shall not be unreasonably withheld.
4. Survey. If Buyer terminates the Contract or fails to close the transaction and provided Seller is not in default, then the cost of the Survey shall be Buyer's responsibility and Seller shall be immediately reimbursed by Buyer the full amount of any out-of-pocket costs actually incurred by Seller. This Section 4 provision shall survive termination of the Contract.
5. Closing Extension. So long as Buyer is not otherwise in default under the terms of the Contract, Buyer shall have a one-time option to extend the Closing deadline up to thirty (30) days by providing notice to Seller at least ten (10) days prior to the then Closing deadline and authorizing the immediate release of the \$10,000.00 Earnest Money to Seller. The released Earnest Money shall be non-refundable to Buyer (except in the event of Seller's default) and applicable to the Sales Price.
6. Right of Access Agreement. Simultaneous with the Effective Date of the Contract, Seller shall provide Buyer with a "Right of Access" Agreement, which upon Buyer's execution of same will allow Buyer and his consultants to perform Due Diligence studies, tests and reports, including the limited clearing of underbrush, on the Property.
7. Signatures. Facsimile, emailed and/or electronic signatures shall be deemed same as originals for purposes of formation hereunder.
8. Terms. Defined and capitalized terms in this Addendum will have the same meaning as in the Contract, unless otherwise indicated.

DS
KV

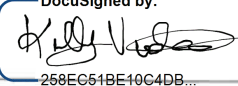
9. Ratification. Except as amended, the Contract is ratified and affirmed.
10. Merger. All prior oral agreements of the parties are merged into the terms of the Contract and this Addendum.
11. Conflict. In the event of a direct conflict between the terms of this Addendum and the Contract, the terms of this Addendum will control.
12. Seller and Buyer acknowledge the existence of a Meter Station and associated appurtenances ("Meter Station") (known as Tandem Facility Site 13) on the subject Property. The Meter Station is referenced in the Reimbursement Agreement dated effective January 22, 2020 between Tandem Energy Corporation and the City of Tomball. By November 15, 2021, the Seller or Seller's agent shall remove the Meter Station from the Property. The Seller shall insure that the removal of the Meter Station will not interfere with the Buyer's ability to perform any due diligence obligation or activity on the Property.

BUYER:**Billiard Factory, Inc.**By: 

RYAN SICK, PRESIDENT

SELLER:**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

DocuSigned by:

By: 258EC61BE10C4DB...
Kelly Violette,
Executive Director

NOT TO SCALE; FOR ILLUSTRATIVE PURPOSES ONLY.



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

**Colliers International
Houston, Inc.**

Licensed Broker/Broker Firm Name or Primary Assumed Business Name	29114 License No.	houston.info@colliers.com Email	(713) 222-2111 Phone
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Gary Mabray

Designated Broker of Firm	138207 License No.	gary.mabray@colliers.com Email	(713) 830-2104 Phone
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Patrick Duffy, MCR

Licensed Supervisor of Sales Agent/ Associate	604308 License No.	patrick.duffy@colliers.com Email	(713) 830-2112 Phone
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Tom Condon, Jr.

Sales Agent/Associate's Name	419324 License No.	tom.condon.jr@colliers.com Email	(713) 830-2407 Phone
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Buyer/Tenant/Seller/Landlord Initials

Date

Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

Consideration and possible action by Tomball EDC to approve, a Resolution of which the caption reads:

“A RESOLUTION OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION PROVIDING THE TIME AND PLACE OF THE REGULAR MEETINGS OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION IN THE CITY OF TOMBALL, TEXAS FOR THE YEAR 2022.”

Background:

The Tomball Economic Development Corporation (TEDC By-laws require the schedule of regular meetings to be set by resolution stating the time and place of each meeting).

The proposed 2022 calendar of TEDC Regular Board Meetings is below.

January 11, 2022

March 8, 2022

May 10, 2022

July 12, 2022

September 13, 2022

November 15, 2022

Origination: TEDC By-laws

Recommendation: Staff recommends approval of the Resolution for the 2022 Board of Directors Meeting Calendar.

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____ Approved by _____
Staff Member-TEDC Date Executive Director-TEDC Date

2022

MEETING DATES

January 11, 2022

March 8, 2022

May 10, 2022

July 12, 2022

September 13, 2022

November 15, 2022

TIME

5:30 p.m.

LOCATION

City of Tomball

Council Chambers

401 W. Market Street

Tomball, TX 77375

NOTES

Fiscal Year is Oct. 1 to Sept. 30

November 2022—First regular meeting of the new fiscal year

- JANUARY -

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- FEBRUARY -

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- MARCH -

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- APRIL -

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- MAY -

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- JUNE -

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- JULY -

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- AUGUST -

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- SEPTEMBER -

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- OCTOBER -

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- NOVEMBER -

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- DECEMBER -

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RESOLUTION NO. 2021-39-TEDC

A RESOLUTION OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION, PROVIDING THE TIME AND PLACE OF THE REGULAR MEETINGS OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION IN THE CITY OF TOMBALL, TEXAS, FOR THE YEAR 2022.

* * * * *

WHEREAS, ARTICLE III, section 3.05 of the Bylaws of the Tomball Economic Development Corporation provides that the Tomball Economic Development Corporation Board of Directors shall set the time and place of its regular meetings by resolution, such meetings to be held at 5:30 p.m. at the Registered Office of the Tomball Economic Development Corporation located at 401 W. Market Street in Tomball, Texas; and,

NOW THEREFORE, BE IT RESOLVED BY THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION:

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. The time and place of the regular meetings of the Tomball Economic Development Corporation for the year 2022 shall be as follows:

Dates: January 11, 2022
 March 8, 2022
 May 10, 2022
 July 12, 2022
 September 13, 2022
 November 15, 2022

Time: 5:30 p.m.
 Location: Tomball City Hall
 City Council Chambers
 401 Market Street
 Tomball, Texas

Section 3. In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the Tomball Economic Development Corporation, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. All resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

PASSED AND APPROVED BY A VOTE OF ____ TO ____ AS SET OUT BELOW AT THE MEETING OF THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION HELD ON THE 9th DAY OF November, 2021:

GRETCHEN FAGAN	_____
STEVEN L. VAUGHAN	_____
RICHARD BRUCE	_____
BILL SUMNER JR.	_____
CLETE JAEGER	_____
CHAD DEGGES	_____
RANDY PARR	_____

GRETCHEN FAGAN, President

ATTEST:

TIFFANI WOOTEN, Assistant Director

Special Joint Agenda Item Data Sheet

Meeting Date: November 9, 2021

Topic:

TEDC Quarterly update on 2021-2022 Strategic Work Plan.

Background:

Origination: Kelly Violette, Executive Director

Recommendation: Presentation item only.

Party(ies) responsible for placing this item on agenda: Kelly Violette

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed	_____	Approved by	_____
	Staff Member-TEDC		Executive Director-TEDC
	Date		Date



2021-2022 STRATEGIC PLAN: QUARTERLY UPDATE

GOAL 1: BUSINESS RETENTION & EXPANSION (BRE)

TO CONTINUALLY ENGAGE AND ASSIST IN THE SUCCESS OF TOMBALL BUSINESSES.

1. Conduct 12 BRE on-site or virtual visits per quarter.
2. Conduct an annual online business survey to identify and manage business needs.
3. Assist Tomball companies that have been in or need recovery and resilience planning:
 - a. Identify business (by sector) that have success stories and share them.
 - b. Create documentation of business lessons learned for future disaster situations.
 - c. Create segmentation discussion groups that can be immediately launched in case of next emergency situation.
 - d. Proactively decide course of action for each disaster: immediate, ongoing, post-disaster.
 - e. Continually update the Tomball Together website and promote it as a primary resource for business recovery.
4. Produce programming that meets the needs of the existing industry leaders in Tomball.
 - a. Host events as safely available.
 - b. Consider business owner networking evening event.
 - c. Intentionally celebrate Tomball's legacy businesses and milestone anniversary dates.

5. Acquire customer relationship management (CRM) software and develop a comprehensive database.

STATUS/UPDATES

- 12 site visits have been conducted with the necessary follow up from each visit.
- 4 new success stories have been added to the TEDC website. These will be updated quarterly.
- A Business Retention and Expansion (BRE) Survey has been sent out. We are expecting final results on November 12th.
- Staff continues to update the Tomball Together Website with pertinent information.
- EDOiQ, a CRM software platform, has been acquired and content is being added.
- A business networking event is planned for December 14th at Paradigm Brewing Co.

GOAL 2: ATTRACTION AND RECRUITMENT

RECRUIT AND SECURE NEW BUSINESSES/INDUSTRY THAT ARE SUITABLE FOR TOMBALL.

1. Use Target Industry Analysis (TIA) to develop marketing and branding materials that respond to the key information needs of site selectors and appeal to the 5 industries identified in TIA: Advanced Manufacturing, Energy, Food Manufacturing, Healthcare & R&D, & High Tech.
2. Continue developing and maintaining relationships with businesses, site selectors, brokers, and developers.
3. Explore opportunities and partnerships that support the creation of a business innovation center.
4. To have 80% of available Business & Technology Park property sold or under contract.
5. Explore needed infrastructure in target areas: identify where might TEDC need to invest and entities which to partner.
6. Attend trade shows and industry events that provide opportunities to market to key industry decision-makers.

STATUS/UPDATES

- All marketing materials are being updated to include a focus on the top 5 industries identified in the TIA. (Advanced Manufacturing, Energy, Food Manufacturing, Healthcare and R&D, and High Tech)
- Staff continues to work with businesses, site selectors, developers, and area partners.
- Retail recruitment efforts are ongoing with the assistance of The Retail Coach. Monthly updates/reports are received on retail activity and progress.
- Ongoing discussions are occurring with potential partners regarding a business innovation center concept.
- 71% of TBTP property is sold or under contract.
- Staff has met with city and county representatives to discuss partnership opportunities to fund needed infrastructure projects. We are currently exploring options to partner on targeted infrastructure projects including drainage, roadway, and utility improvements.
- No trade shows have been attended to date.

GOAL 3: DEVELOPMENT/REDEVELOPMENT OF OLD TOWN

TO ENCOURAGE QUALITY INVESTMENT IN TOMBALL'S OLD TOWN

1. Partner with the City of Tomball on targeted infrastructure improvements (alleyways, parking, wayfinding, etc.) that enhance Old Town's tourism readiness and experience.
2. Facilitate the redevelopment of the South Live Oak Business Park.
3. Invest in strategic anchor projects that have the potential to catalyze development in Old Town.
4. Continue to promote incentives and explore additional ways to encourage upgrades to properties in Old

Town.

5. Work with Old Town merchants, business owners, and property owners to market available properties and investment opportunities.
6. Continue to partner with the Tomball Chamber to develop and execute a Shop Local initiative leveraging #TomballTogether branding.
7. Visit merchants and business owners in Old Town to determine needs and promote TEDC programs.

STATUS/UPDATES

- Staff has continually met with city representatives, project engineers, and adjacent property owners to review and finalize design options for the alleyway improvements.
- Final design concepts for South Live Oak are being developed by Method Architecture and will be presented to the TEDC Board for consideration.
- Staff has met with several prospects regarding a public-private partnership for the redevelopment of South Live Oak.
- TEDC partnered with GTACC to host the Tomball Together Mix & Mingle for Hospitality, Retail, and Restaurants in Old Town. The event took place on September 21, 2021 at Bonfire Grill with over 40 attendees.
- Digital Marketing Campaigns have been updated and continue to promote the Business Improvement and the Façade Improvement Grant Programs.

GOAL 4: INNOVATION AND ENTREPRENEURSHIP

TO CREATE INNOVATIVE SOLUTIONS TO SUPPORT EMERGING ENTREPRENEURS

1. Evaluate the feasibility of creating a culinary incubator space:
 - a. Consider incorporation of a food hall concept.
 - b. Continue partnership discussions with the Farmer's Market Association, Lone Star College –Tomball and Tomball ISD.
 - c. Consider a small business services component that houses co-working space, meeting rooms, etc.
2. Create a Tomball Entrepreneurship Training Workshop Series to assist new and existing small business owners.
3. Continue to explore creative coworking spaces to assist emerging entrepreneurs.

STATUS/UPDATES

- Feasibility Study is currently on hold due to COVID 19 impacts on the hospitality industry.
- Staff is reviewing training programs and workshop topics to assist new and existing small business owners.
- Coworking spaces are being researched and discussed with area partners.

GOAL 5: EDUCATION AND WORKFORCE DEVELOPMENT

PARTNER WITH LOCAL/REGIONAL EDUCATION INSTITUTIONS, CITY OF TOMBALL, GREATER TOMBALL AREA CHAMBER OF COMMERCE, AND LOCAL INDUSTRIES TO FURTHER DEVELOP YOUTH WORKFORCE INITIATIVES.

1. Research and evaluate workforce programs and partner with local organizations to define areas of interest.
2. Enhance existing STEAM initiative to include apprenticeships and internships in multiple businesses and industry partners.
3. Continue to work with local/regional education institutions to support job and career fairs.

4. Explore platforms to provide to Tomball ISD that virtually connect students and instructors with industry experts to showcase real-life career duties and explore various career choices.

STATUS/UPDATES

- Staff continues to work with our allies to develop, discuss, and promote workforce programs that will help connect people to the training they need.
- Staff is working with LSC-Tomball Community Library on a Young Adult Learning Space.
- Staff is working directly with TISD on a P-Tech Program that will allow students to graduate high school and earn an AA as well as industry certification.
- Staff is working with TISD on virtual platforms that will connect students and instructors with industry experts.
- Staff is working with TISD counselors to finalize high school job fairs for Q1 2022.
- A Business Retention and Expansion (BRE) Survey has been emailed out. A large focus of this survey is workforce based.