

EXECUTION VERSION

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into as of the ____ day of March, 2010, by and among the CITY OF HOUSTON, TEXAS, a home-rule city organized under the laws of the State of Texas (the "City"), HARRIS COUNTY, TEXAS, a political subdivision of the State of Texas (the "County") and THE HARRIS COUNTY-HOUSTON SPORTS AUTHORITY, a sports and community venue district created under Chapter 335 of the Texas Local Government Code (the "Sports Authority"). Each of the City, the County and the Sports Authority is a "Party" and together they are collectively, the "Parties."

RECITALS

A. The County has requested that the City (i) create certain new tax increment reinvestment zones within the City, (ii) allow the County to participate in certain existing tax increment reinvestment zones, and (iii) amend certain of its participation commitments in tax increment reinvestment zones in which both the City and the County participate as of the Effective Date, and the City has agreed to do so pursuant to the terms and conditions of this Agreement.

B. The City has requested that the County participate in the East Downtown Zone, a tax increment reinvestment zone in which the Proposed Stadium is proposed to be constructed, and that the County purchase from the City a one-half undivided interest in the Land on which the Proposed Stadium will be located (with the County's intending to use County tax increment reinvestment zone funds for such purpose), and the County has agreed to do so on a limited basis pursuant to the terms and conditions of this Agreement.

C. The City and the County, in recognition of the Sports Authority's experience and expertise in various aspects of developing sports facilities and in recognition that it is essential that the City, the County and the Sports Authority work together in mutual cooperation to provide for the timely and efficient development of the Proposed Stadium, desire to involve the Sports Authority in the development of the Proposed Stadium as further provided in this Agreement, and the Sports Authority has agreed to be involved pursuant to the terms and conditions of this Agreement.

D. The City and County have provided to the Sports Authority the general parameters pursuant to which the Sports Authority will, as agent for the City and the County, cause the Proposed Stadium to be developed, constructed and maintained.

E. The City, the County and the Sports Authority desire to enter into this Agreement for their mutual interest and benefit.

NOW, THEREFORE, the City, the County and the Sports Authority, in consideration of and conditioned upon the mutual covenants and agreements herein contained, do mutually hereby agree as follows:

ARTICLE I

Definitions and Usage

Capitalized terms used in this Agreement shall have the meanings assigned to them in the Glossary of Defined Terms attached hereto as Exhibit D.

ARTICLE II

TIRZ-Related Agreements

The City and the County hereby agree to each use its good faith efforts to enter into Applicable Agreements (or, as to the City as it pertains to the tax increment reinvestment zones, also use its reasonable efforts to cause the Applicable Agreements to be entered into) necessary to accomplish the items in Article II(A)-(E) below on or before the Conditions Precedent Deadline.

A. County TIRZ 15 Participation.

1. Participation. Subject to the Conditions Precedent being satisfied prior to the Conditions Precedent Deadline, the County will participate in the East Downtown Zone so that eighty-five percent (85%) of the County's Tax Increment attributable to the East Downtown Zone will be used only to pay Project Costs in the East Downtown Zone (the "County EDZ Overall Participation"); provided that (a) fifty-seven percent (57%) of the County EDZ Overall Participation will be used only to pay Project Costs related to certain public infrastructure at the Proposed Stadium (the "County EDZ Stadium Increment") pursuant to a Project Plan that the County confirms in writing provides for the use of the County EDZ Stadium Increment only to pay for the cost of such infrastructure (the "County EDZ Stadium Participation") and (b) forty-three percent (43%) of the County EDZ Overall Participation (the "County EDZ Land Increment") will be used only to pay the Land Price to the City pursuant to a Project Plan that the County and the City agree upon (the "County EDZ Land Participation").

2. County Commitment. The County EDZ Stadium Increment will be limited to an aggregate overall participation equal to Twenty-One Million and No/100 Dollars (\$21,000,000) (the "County EDZ Stadium Maximum Commitment"), which the Parties hereby agree has a net present value of Ten Million and No/100 Dollars (\$10,000,000). The County EDZ Land Increment will be limited to an aggregate overall participation equal to Fifteen Million Eight Hundred Thousand and No/100 Dollars (\$15,800,000) (the "County EDZ Land Maximum Commitment"), which the parties agree has a net present value equal to the Land Price. At the time at which the County has paid the County EDZ Stadium Maximum Commitment and the County EDZ Land Maximum Commitment, the County will have no further obligation to participate in the East Downtown Zone.

3. Miscellaneous.

(a) Only Tax Increments generated by the tax rate of Harris County, Texas will be contributed to the East Downtown Zone, and taxes imposed and collected by Harris County for the Harris County Flood Control District, The Port of Houston Authority of Harris County, Texas, the Harris County Hospital District, the Harris County Department of Education or any other taxing entity for which the County imposes taxes, now or in the future, will not be contributed to the East Downtown Zone, unless such entities agree separately in writing to participate in the East Downtown Zone;

(b) Any Applicable Agreement and/or the ordinance passed by the City approving the Applicable Agreement governing the East Downtown Zone shall provide that the County has the unequivocal right to (1) appoint and thereafter maintain one (1) member on the board of directors of the East Downtown Zone and the East Downtown Authority for so long as the County is participating in the East Downtown Zone and (2) appoint and maintain as many non-voting ex officio members on the board of directors as the County may desire for so long as the County is participating in the East Downtown Zone; and

(c) Neither the County EDZ Stadium Participation nor the County EDZ Land Participation will extend to any amendments or modifications to the applicable project plan of the East Downtown Zone nor to any expansion of the East Downtown Zone unless, in either case, the County expressly agrees in writing to so participate.

(d) Pursuant to the authority set out in Section 311.017(a)(1) of the Texas Tax Code, the City will designate the termination date of the East Downtown Zone to be December 31, 2040.

B. Central Houston Zone.

1. Formation. The City shall:

(a) so long as the County has provided the City with a preliminary tax increment reinvestment zone financing plan by April 13, 2010, create a tax increment reinvestment zone in accordance with the TIF Act, the proposed boundaries of which are set forth on Exhibit B attached hereto (the "Central Houston Zone"), which area the Parties believe meets the criteria of a reinvestment zone under the TIF Act;

(b) establish a board of directors of the Central Houston Zone in accordance with the TIF Act, with one board member to be appointed by the County as provided in the TIF Act; provided, however, that the Mayor of the City shall consider the County's recommendations for such board of directors before formally recommending any candidates for such board of directors to the City Council; and

(c) approve (and cause the board of directors of the Central Houston Zone to approve) a final project plan and a final reinvestment zone financing plan created by the County for the Central Houston Zone within thirty (30) days after delivery of drafts thereof by the County to the City (or such longer time as the County in its sole discretion may agree to), so long as such plans conform to the requirements of the TIF Act. The County Director of the Community Services Department, or its designee, is authorized to extend the time for the City's performance in this paragraph.

2. County Participation. The County shall:

(a) determine the amount of the County's Tax Increment it will contribute to the Central Houston Zone in its sole and absolute discretion and as may be amended by the County from time to time (the "County's Central Houston Zone Tax Increment"); and

(b) allocate (and amend) the County's Central Houston Zone Tax Increment to projects, programs and redevelopment authorities, including the County RDA, as determined by the County in its sole and absolute discretion so long as such allocation is consistent with the TIF Act; and

(c) not be obligated to participate in or contribute all or any portion of its Tax Increment to the Central Houston Zone.

3. City Participation. The City shall:

(a) determine the amount of the City's Tax Increment it will contribute to the Central Houston Zone in its sole and absolute discretion and as may be amended by the City from time to time (the "City's Central Houston Zone Tax Increment"),

(b) allocate (and amend) the City's Central Houston Zone Tax Increment to projects, programs and redevelopment authorities as determined by the City in its sole and absolute discretion consistent with the TIF Act; and

(c) not be obligated to participate in or contribute all or any portion of its Tax Increment to the Central Houston Zone.

4. Manager. Until such time as the City's Central Houston Zone Tax Increment equals the County's Central Houston Zone Tax Increment, the County shall have the right to appoint the manager of the Central Houston Zone. Thereafter, the City and the County will mutually agree on the manager of the Central Houston Zone.

5. Cooperation. Each of the City and the County agree to comply with the reasonable requests of each other in connection with the formation, administration and operation of the Central Houston Zone and all agreements and actions required in connection therewith.

6. Amendment. The City will not permit an amendment to the project plan or the reinvestment zone financing plan for the Central Houston Zone that in any way affects the County's Central Houston Zone Tax Increment or the use thereof or the amount of project costs to be paid thereby, in each case without the County's consent, as determined in the County's sole and absolute discretion. No amendment to the project plan or the reinvestment zone financing plan for the Central Houston Zone will eliminate or reduce the identity or scope of a County project or the project costs associated with any County project described in the existing project plan and reinvestment zone financing plan without the County's consent, as determined by the County in its sole and absolute discretion.

C. South Loop Zone.

1. Formation. The City shall:

(a) so long as the County has provided the City with a preliminary tax increment reinvestment zone financing plan by April 13, 2010, create a tax increment reinvestment zone in accordance with the TIF Act, the proposed boundaries of which are set forth on Exhibit C attached hereto (the "South Loop Zone"), which area the Parties believe meets the criteria of a reinvestment zone under the TIF Act;

(b) establish a board of directors of the South Loop Zone in accordance with the TIF Act, with one board member to be appointed by the County as provided in the TIF Act; provided, however, that the Mayor of the City shall consider the County's recommendations for such board of directors before formally recommending any candidates for such board of directors to the City Council; and

(c) approve (and cause the board of directors of the South Loop Zone to approve) a final project plan and a final reinvestment zone financing plan created by the County for the South Loop Zone within thirty (30) days after delivery of drafts thereof by the County to the City (or such longer time as the County in its sole discretion may agree to), so long as such plans conform to the requirements of the TIF Act. The County Director of the Community Services Department, or its designee, is authorized to extend the time for the City's performance in this paragraph.

2. County Participation. The County shall:

(a) determine the amount of the County's Tax Increment it will contribute to the South Loop Zone in its sole and absolute discretion and as may be amended by the County from time to time (the "County's South Loop Zone Tax Increment"); and

(b) allocate (and amend) the County's South Loop Zone Tax Increment to projects, programs and redevelopment authorities, including the County RDA,

as determined by the County in its sole and absolute discretion as long as such allocation is consistent with the TIF Act; and

(c) not be obligated to participate in or contribute all or any portion of its Tax Increment to the South Loop Zone.

3. City Participation. The City shall:

(a) determine the amount of the City's Tax Increment it will contribute to the South Loop Zone in its sole and absolute discretion and as may be amended by the City from time to time (the "City's South Loop Zone Tax Increment"),

(b) allocate (and amend) the City's South Loop Zone Tax Increment to projects, programs and redevelopment authorities as determined by the City in its sole and absolute discretion consistent with the TIF Act; and

(c) not be obligated to participate in or contribute all or any portion of its Tax Increment to the South Loop Zone.

4. Manager. Until such time as the City's South Loop Zone Tax Increment equals the County's South Loop Zone Tax Increment, the County shall have the right to appoint the manager of the South Loop Zone. Thereafter, the City and the County will mutually agree on the manager of the South Loop Zone.

5. Cooperation. Each of the City and the County agree to comply with the reasonable requests of each other in connection with the formation, administration and operation of the South Loop Zone and all agreements and actions required in connection therewith.

6. Amendment. The City will not permit an amendment to the project plan or the reinvestment zone financing plan for the South Loop Zone that in any way affects the County's South Loop Zone Tax Increment or the use thereof or the amount of project costs to be paid thereby, in each case without the County's consent, as determined in the County's sole and absolute discretion. No amendment to the project plan or the reinvestment zone financing plan for the South Loop Zone will eliminate or reduce the identity or scope of a County project or the project costs associated with any County project described in the existing project plan and reinvestment zone financing plan without the County's consent, as determined by the County in its sole and absolute discretion.

D. Conveyance of the Land. Subject to the Conditions Precedent being satisfied prior to the Conditions Precedent Deadline, on or prior to the date that (i) the City executes the Ground Lease and (ii) the Project Plan detailing the County's EDZ Land Participation has been approved by the County, the City shall, by special warranty deed in a form reasonably acceptable to the County, convey to the County an undivided one-half (1/2) interest in and to the Land; provided, however, that such special warranty deed shall provide that if the County does not pay the County EDZ Land Participation (subject to the County EDZ Land Maximum Commitment) to the City pursuant to the Applicable Agreement, the City will have the right, in its sole and

absolute discretion and upon reimbursement to the County of any County EDZ Land Participation paid to date, to cause the County's undivided one-half (1/2) interest in and to the Land to revert back to the City.

E. Homeless Housing Joint Initiative. Subject to payment by a particular tax increment reinvestment zone of its Existing Obligations, as and if applicable, the County (i) agrees to use a portion of the remaining fifteen percent (15%) of the County's Tax Increment attributable to the East Downtown Zone and (ii) contemplates using a portion of its Tax Increment in certain other City of Houston tax increment reinvestment zones in which the County currently participates or in which the County may participate in the future, to pay the cost of Homeless Housing Programs (the "County Homeless Housing Contribution"). The City agrees that for every dollar spent annually by the County on Homeless Housing Programs from the County Homeless Housing Contribution, the City will spend annually on Homeless Housing Programs at least two dollars (the "City Homeless Housing Contribution"); provided, however, that the City Homeless Housing Contribution and the County Homeless Housing Contribution are not required in the aggregate to exceed \$1,000,000 annually. The City and the County will use reasonable efforts to work with each other and with the applicable tax increment reinvestment zone boards in order to amend the project plan and reinvestment zone financing plans or modify any agreements necessary to accomplish the foregoing, including attempting to obtain (i) agreements permitting the County to increase its participation in or join any particular tax increment reinvestment zone and (ii) the applicable tax reinvestment zone board approval to have the project plan and reinvestment zone financing plan modified to reflect the County Homeless Housing Contribution and the use thereof.

F. Miscellaneous Agreements and Findings.

1. Waiver of 60-Day Notice. Upon its execution of this Agreement, the County shall be deemed to have waived the requirement regarding the delivery of the preliminary project plan, the 60-day notice of intent that the City proposes to create the Central Houston Zone and the South Loop Zone, and any presentation requirements pursuant to Sections 311.003(b) and (e) of the TIF Act.

2. Findings of Fact. In accordance with Section 311.005 of the TIF Act, the City hereby finds that the areas where the Central Houston Zone and the South Loop Zone will be located substantially arrest and impair the sound growth of the City of Houston, retard the provision of housing accommodations, and constitute an economic or social liability because of (a) a substantial number of substandard, slum, deteriorated or deteriorating structures, (b) the predominance of defective or inadequate sidewalk or street layout, and (c) unsanitary or safe conditions.

G. City TIRZ 15 Participation. Subject to the Conditions Precedent being satisfied prior to the Conditions Precedent Deadline, the City will, or will cause the East Downtown Redevelopment Authority to, participate in the East Downtown Zone and provide overall participation equal to a net present value of Ten Million and No/100 Dollars (\$10,000,000), of Tax Increment (other than the County Tax Increment) to pay, or provide financing for, Project Costs related to the construction of the Proposed Stadium.

ARTICLE III

Sports Authority-Related Agreements

A. Ground Lease. Pursuant to a Ground Lease (herein so called), the terms and conditions of which are to be mutually acceptable to each of the Parties, the City and the County, as tenants-in-common, will use reasonable efforts to ground lease the Land to the Sports Authority for the purpose of having the Sports Authority cause the development of the Proposed Stadium thereon.

B. Stadium Lease. Pursuant to a Stadium Lease (herein so called), the terms and conditions of which are to be mutually acceptable to the City, the County, the Sports Authority and the Team, the Sports Authority will sublease the Land to the Team for the purpose of constructing, operating and maintaining the Proposed Stadium. The Stadium Lease shall contain the Discount Seating Provision.

C. Defense and Condition. The City hereby agrees to jointly defend, at no cost to the Sports Authority, the Sports Authority and its directors and officers in any action brought by any Person against the Sports Authority or its directors and officers alleging a breach by the Sports Authority or its directors and officers of a contractual provision which limits or prohibits the Sports Authority from assisting or participating in the development of the Proposed Stadium, and the City hereby agrees, to the extent permitted by law, to pay any judgment or award made against the Sports Authority or its directors and officers as a result of any such action. Further, notwithstanding anything to the contrary contained in this Agreement, the Sports Authority shall not be obligated to be involved in the development of the Proposed Stadium, or enter into the Ground Lease, unless and until the Team has agreed in writing (pursuant to an agreement and arrangement reasonably acceptable to the Sports Authority) to reimburse the Sports Authority for all out-of-pocket costs and expenses incurred by the Sports Authority related to the negotiation of the Ground Lease, the Stadium Lease and any related Applicable Agreements and the monitoring of the design and construction of the Proposed Stadium, to confirm that such complies with the terms of the Ground Lease and the Stadium Lease.

ARTICLE IV

Miscellaneous Provisions

A. Final Agreements Supersede. At the time that an Applicable Agreement is executed and delivered, the provisions of this Agreement shall have no further effect as to the matters covered by such Applicable Agreement and the obligations of the City and the County related thereto shall be merged into and superseded by the terms of the applicable executed Applicable Agreement.

B. Termination Rights. If by the Conditions Precedent Deadline all Conditions Precedent have not been fully satisfied (including the execution by all applicable parties thereto of all Applicable Agreements to implement the Conditions Precedent), then either the County or the City may terminate this Agreement. If a party terminates this Agreement pursuant to this Section, (x) any Applicable Agreements that have been fully executed prior to the termination

shall automatically terminate and be of no further force and effect, and (y) the City shall have the unilateral right to dissolve the Central Houston Zone and the South Loop Zone pursuant to the TIF Act. Upon the termination of this Agreement and the termination of any Applicable Agreement pursuant to the terms of this Article IV(B), neither party shall have any liability to the other party pursuant to the terms of this Agreement or any such Applicable Agreement except with respect to the obligations of the City provided in Article III(C), which obligations shall survive such termination and remain obligations of the City, enforceable by the Sports Authority. Such remedies described herein shall be both the City's and the County's sole and exclusive remedy related to a breach of this Agreement, and the parties hereto hereby release and waive any rights or remedies that each may have against the other with regard to any such breach or inaccuracy of the covenants, agreements, representations and warranties of the parties hereto in this Agreement.

C. Independent Parties. Nothing contained in this Agreement or inferable herefrom shall be deemed or construed to (a) make the City the agent, servant, or employee of the County or the Sports Authority, (b) make the County the agent, servant or employee of the City or the Sports Authority, (c) make the Sports Authority the agent, servant, or employee of the City or the County or (d) create any partnership or joint venture between the County, the City and the Sports Authority.

D. Waiver of Performance. 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 under this Agreement, shall not be construed as a waiver or relinquishment by such Party of such term, covenant, condition or right with respect to further performance.

E. Governing Law. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Any action brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in Houston, Harris County, Texas.

F. Attorneys' Fees. If any Party places the enforcement of this Agreement, or any part hereof, or the exercise of any remedy herein provided, in the hands of an attorney who institutes an action or proceeding upon the same (either by direct action or counterclaim), the non-prevailing Party shall pay to the prevailing Party its reasonable attorneys' fees and costs of court. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party shall be entitled to its attorneys' fees incurred in any post-judgment proceeding or action to collect or enforce the judgment. This provision is separate and several and shall survive the expiration or earlier termination of this Agreement or the merger of this Agreement into any judgment on such instrument.

G. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the Parties to it.

H. Notices. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered, to the recipient Party at the following addresses:

If to the County:	Harris County, Texas 8410 Lantern Point Drive Houston, Texas 77054 Attention: David Turkel
with a courtesy copy to:	Harris County Attorney's Office 1310 Prairie, Suite 940 Houston, Texas 77002 Attention: County Attorney
If to the City:	City of Houston Mayor's Office 901 Bagby, 3rd Floor Houston, Texas 77002 Attention: Mayor
with a courtesy copy to:	City of Houston City Attorney's Office 900 Bagby, 4th Floor Houston, Texas 77002 Attention: City Attorney
If to the Sports Authority:	Harris County-Houston Sports Authority Two Houston Center 909 Fannin, Suite 3175 Houston, Texas 77010 Attention: Executive Director

The Parties shall each have the right to change their respective addresses by informing the other Parties in writing at least fifteen (15) days prior to the effective date of the address change. Any notice given by mail hereunder shall be deemed effective upon deposit of such in the United States Mail. Notice given in any other manner shall be effective upon actual receipt by the Party notified.

I. Parties in Interest. The terms of this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, shall be constructed to give any Person (other than the Parties hereto and their permitted successors and assigns) any legal or equitable right, remedy or claim under or in respect of any terms or provisions contained in this Agreement or any standing or authority to enforce the terms and provisions of this Agreement.

J. General. From time to time hereafter and without further consideration, the City, the County and the Sports Authority shall execute and deliver such additional or further instruments or documents and take such actions, all as may be reasonably necessary to carry out

the intent and purposes set out in this Agreement. The City, the County and the Sports Authority will cooperate with each other in fulfilling their respective obligations hereunder. The masculine and neuter genders used in this Agreement each includes the masculine, feminine and neuter genders, and whenever the singular number is used, the same shall include the plural where appropriate, and vice versa. Wherever the term "including" or a similar term is used in this Agreement, it shall be read as if it were written "including by the way of example only and without in any way limiting the generality of the clause or concept referred to." The headings used in this Agreement are included for reference only and shall not be considered in interpreting, applying or enforcing this Agreement. The words "shall" and "will" as used in this Agreement have the same meaning. This Agreement shall not be modified or amended in any manner except by a writing signed by all the Parties hereto. This agreement represents the entire and integrated agreement between the Parties with respect to the subject matter hereof. All prior negotiations, representations or agreements not expressly incorporated into this Agreement are hereby superseded and canceled. The Parties acknowledge and represent that this Agreement has been jointly drafted by the Parties, that no provision of this Agreement will be interpreted or construed against any Party solely because the Party or its legal counsel drafted such provision and that each of them has read, understood, and approved the language and terms set forth herein. This Agreement may be executed in multiple counterparts, each of which shall constitute but one agreement. All signatures need not be on the counterpart.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in quadruplicate, and it shall become effective upon the date that all Parties have signed this Agreement.

ATTEST:

By: [Signature]
Name: ANNA RUSSELL
Title: CITY SECRETARY

CITY OF HOUSTON, TEXAS

By: [Signature]
Name: ANNISE D. PARKER
Title: MAYOR

APPROVED:

By: [Signature]
Name: Michelle Mitchell
Title: Director - Finance

COUNTERSIGNED:

By: [Signature]
Name: Ch. B. Brown
Title: Chief Deputy Controller

APPROVED AS TO FORM:

By: [Signature]
Name: DEBORAH F. McABEE
Title: SR. ASS'T CITY ATTY - DIV. CHIEF

Date of Countersignature:

4/8/10

ATTEST:

By: [Signature]
Name: Nancy E. Powell
Title: Director of Economic Development

HARRIS COUNTY, TEXAS

By: [Signature]
Name: DAVID B. TONKOR
Title: DIRECTOR, CSD

APPROVED AS TO FORM:

VINCE RYAN
Harris County Attorney

By: [Signature]
Name: Douglas P. Ray
Title: Assistant County Attorney

**HARRIS COUNTY-HOUSTON SPORTS
AUTHORITY**

By: _____

Name: _____

Title: _____

J. Kent Friedman

CHAIRMAN

EXHIBIT A

THE LAND

The following seven surveys are part of this Exhibit A:

Survey 1 – 1.4348 ac. of land being all of Block 203 S.S.B.B. James Wells Survey, A-832

Survey 2 – 1.4348 ac. of land being all of Block 204 S.S.B.B. and 130 s.f. of land being out of Bastrop Street and Rusk Avenue by Block 204 S.S.B.B. James Wells Survey, A-832

Survey 3 – 1.4348 ac. of land being all of Block 205 S.S.B.B. and 154 s.f. of land being out of Bastrop Street by Block 205 S.S.B.B. James Wells Survey, A-832

Survey 4 – 29,600 s.f. of land being out of Block 218 S.S.B.B. James Wells Survey, A-832

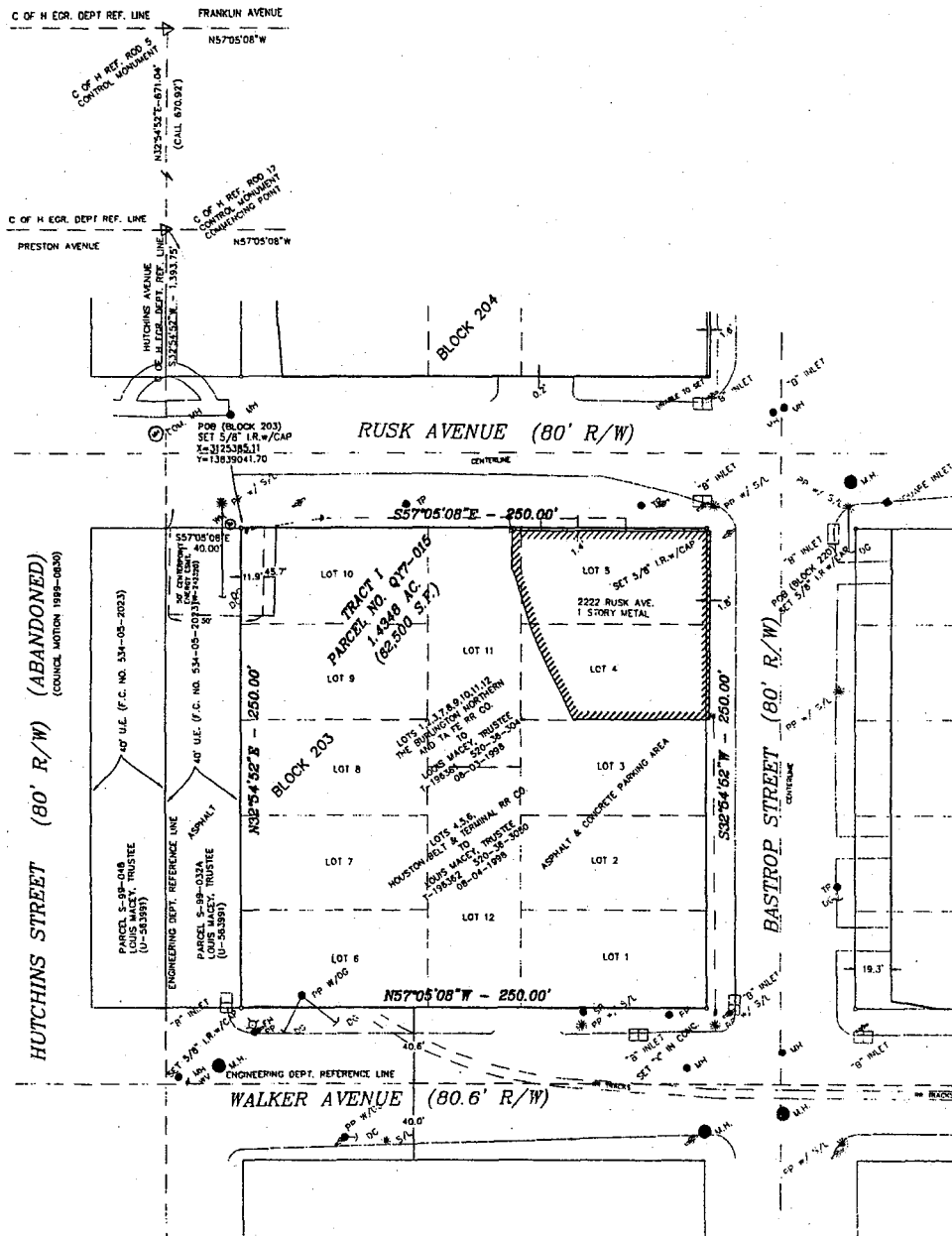
Survey 5 – 33,275 s.f. of land being out of Block 218 S.S.B.B. James Wells Survey, A-832

Survey 6 – 1,4348 ac. of land being all of Block 219 S.S.B.B. James Wells Survey, A-832

Survey 7 – 1.4348 ac. of land being all of Block 220 S.S.B.B. James Wells Survey, A-832

All property currently designated as public rights of way inside the area bounded by the four points listed below. These four points are identified in the above-referenced surveys that are part of this Exhibit A.

1. The northeast corner of Block 218 at the intersection of Texas Avenue and Dowling St. as shown in the survey dated 3-11-2008 by Prejean and Company labeled GF No.1038001007.
2. The southeast corner of Block 220 at the intersection of Walker St. and Dowling St. as shown in the survey dated 3-11-2008 by Prejean and Company labeled GF No.1038001024.
3. The southwest corner of Block 203 at the intersection of Walker St. and Huthchins St. (abandoned) as shown in the survey dated 3-11-2008 by Prejean and Company labeled GF No.1038001007.
4. The northwest corner of Block 205 at the intersection of Texas Avenue and Huthchins St. (abandoned) as shown in the survey dated 3-11-2008 by Prejean and Company labeled GF No.103B001007.



TO: CITY OF HOUSTON
 LANDAMERICA LAWYERS TITLE
 LAWYERS TITLE INSURANCE CORPORATION



03-11-2008
 DATE
 H. M. MATHE
 R.P. 5 NO

I HEREBY CERTIFY THAT THIS PLAT CORRECTLY
 REPRESENTS THE ACTUAL CONDITIONS FOUND
 ON THE GROUND AT THE TIME OF THIS SURVEY
 AND ALL IMPROVEMENTS IN ACCORDANCE WITH THE
 PROPERTY LINES, EXCEPT AS SHOWN.

THIS PROFESSIONAL SERVICE SUBSTANTIALLY
 CONFORMS TO THE CURRENT TEXAS SOCIETY OF
 PROFESSIONAL SURVEYORS STANDARD AND
 SPECIFICATIONS FOR A CATEGORY 1A CONDITION
 & SURVEY.

- GENERAL NOTES**
- BEARING SHOWN BASED ON STATE PLANE
 COORDINATES FOR THE STATE OF TEXAS,
 SOUTH CENTRAL ZONE (NAD83). COORDINATES
 ARE IN GROUND TO OBTAIN SURFACE MEASUREMENTS
 BY 1 CORRECTION.
 - NO PORTION OF THE SUBJECT SITE IS
 LOCATED WITHIN THE 100 YEAR SPECIAL
 FLOOD HAZARD AREA, ACCORDING TO THE
 MOST RECENT OFFICIAL FLOOD INSURANCE
 RATE MAP, DATED 05-18-2007,
 PREPARED BY THE ADMINISTRATION
 OF THE DEPARTMENT OF HOUSING AND
 URBAN DEVELOPMENT OF THE UNITED
 STATES AND REFERENCE TO THE 100 YEAR
 FLOOD PLAIN ON FLOOD HAZARD ZONES, AND
 THE ESTIMATE BASED ON DATA PROVIDED BY
 THE TEXAS FLOOD MANAGEMENT AGENCY.
 THE FLOOD PROTECTION PROGRAM SHOULD NOT
 BE RELIED UPON AS A BASIS OF DETERMINING
 THE FLOODING PROBABILITIES OF
 THIS PROPERTY.
 - FUTURE REDEVELOPMENT OF SITE IS
 SUBJECT TO CITY OF HOUSTON ORDINANCE
 NO. 89-1876, DATED OCTOBER 23, 1989,
 BY THE CITY OF HOUSTON, A CERTIFIED
 CITY OF RECORD, AND ALSO AMENDMENT 1, 1991,
 HARRIS COUNTY CLERK FILE NO. 10-15-1991,
 COMPLETED BY CITY OF HOUSTON, 1991.
 THE CITY OF HOUSTON RESOLVED TO REEVALUATE
 AND REEVALUATE THE FLOODING PROBABILITIES
 STANDARDS FOR DEVELOPING AND PLANNING
 THE FLOODING FOR ESTABLISHING BUILDING
 DISTANCE LIMITS.
 - FOR ADDITIONAL BUILDING RESTRICTIONS,
 SEE RESERVATION COVENANTS.
 - SEE SEPARATE LEGAL DESCRIPTION FOR
 ADDITIONAL NARRATIVE.

C. OF H REF DRAWINGS
 51-408-S 51-407-S
 51-385-S 51-218-S
 51-208-S 51-309-S
 51-409-S 51-319-S
 51-175-S 51-326-AS
 51-406-AS 51-185-DS
 51-326-S 51-130-S

**CITY OF HOUSTON
 PUBLIC WORKS AND
 ENGINEERING DEPARTMENT**

03/29/08

CHIEF SURVEYOR

FILE NO. 4438

SALES NO. 5457C

PARCEL NO. Q17-015

DATE K. D. 08-05-2008-2

44591

DATE 03-11-2008

SCALE 1" = 30'

DATE 03-11-2008

LAND TITLE

03-11-2008 RE-0830

PRELAW & COMPANY, INC.
 surveying / mapping

114 WESTERN BLVD
 HOUSTON, TX 77055
 713-867-1000

LAND TITLE SURVEY

1.4348 AC. OF LAND
 BEING ALL OF
 BLOCK 203
 S.S.B.B.
 JAMES WELLS SURVEY, A-832

DATE 03-11-2008 SCALE 1" = 30' DATE 03-11-2008

FILE NO. 4438 SALES NO. 5457C

LAND TITLE

A-2

TO: CITY OF HOUSTON
LANDAMERICA LAWYERS TITLE
LAWYERS TITLE INSURANCE CORPORATION



03-11-2008
DATE

4317
R. P. L. S. NO.

I HEREBY CERTIFY THAT THIS PLAN CORRECTLY REPRESENTS THE ACTUAL CONDITIONS FOUND ON THE GROUND AT THE TIME OF THIS SURVEY AND ALL IMPROVEMENTS LIE WHOLLY WITHIN THE PROPERTY LINES, EXCEPT AS SHOWN.

THIS PROFESSIONAL SERVICE SUBSTANTIALLY CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION 1 SURVEY.

GENERAL NOTES

- [illegible]

C OF H REF. DRAWINGS	
51-408-S	51-407-S
51-395-S	51-218-S
51-208-S	51-309-S
51-409-S	51-319-S
51-175-S	51-326-A
51-406-AS	51-188-C
51-326-S	51-130-S

03-17-2008 REVISED ADD TR. NA
03-17-2008 REVISED

PREJEAN & COMPANY, INC.
surveying / mapping

8324 WESTVIEW DRIVE
HOUSTON, TX 77056
713-817-8125

LAND TITLE SURVEY

1.4348 AC. OF LAND
BEING ALL OF
BLOCK 204
S.S.B.

AND
130 S.F. OF LAND
BEING OUT OF
BASTROP STREET AND RUSK AVENUE
BY BLOCK 204
SSBB

JAMES WELLS SURVEY, A-832

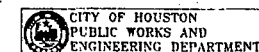
DATE: 03-11-2004	SCALE: 1" = 30'	... 3 IN. 197-10-204
------------------	-----------------	----------------------

1. NO. 10,000,000	LANDMARKS - 100,000,000
-------------------	-------------------------

page 2 of 7

LEGE

- TRAFFIC SIGN
 ① SOUTHWESTERN BELL MANHOLE
 ② TELEPHONE COLUMBINE
 ③ CHAIN LINK FENCE
 ○ WOOD FENCE
 ○ POWER POLE
 → POWER POLE = DOWN CUT
 ○ STREET/AREA LIGHT
 ○ GAS VALVE
 ○ GAS METER
 ● STORM/SANITARY SEWER MANHOLE
 ● ROOF OVERHANG
 ① H.L.B. MANHOLE
 --- OVERHEAD ELECTRIC LINE
 --- DRAIN LINE FENCE



DATE 04/01/06

 CHIEF SURVEYOR


REV MAP NO	4932	GROUP MAP NO	5457C
------------	------	--------------	-------

PARCEL NO:	DATE: 10/10/1971
M7-D16	10-10-1971

Q47-016A 44591

FILE NO. K-0000007-0002-2

CITY OF NEW YORK

U.S. MAIL	
C.M. 100.	



44597

0-2

10

PREJEAN & COMPANY, INC.
surveying / mapping

8324 WESTVIEW DRIVE
HOUSTON, TX 77056
713-417-9125

LAND TITLE SURVEY

1.4348 AC. OF LAND
BEING ALL OF
BLOCK 204
S.S.B.

AND
130 S.F. OF LAND
BEING OUT OF
BASTROP STREET AND RUSK AVENUE
BY BLOCK 204
SSBB

JAMES WELLS SURVEY, A-832

DATE: 03-11-2004	SCALE: 1" = 30'	... 3 IN. 197-10-204
------------------	-----------------	----------------------

1. NO. 10,000,000	LANDMARKS - 100,000,000
-------------------	-------------------------

page 2 of 7

100-443887-1

REVISED

TRACT 18A
PARCEL NO. Q17-017
METES & BOUNDS DESCRIPTION
154 SQUARE FEET OF LAND BEING OUT OF
BASTROP STREET
BY BLOCK 205
JAMES WELLS SURVEY, A-832
S.S.B.B.
HOUSTON, HARRIS COUNTY, TEXAS

TO: CITY OF HOUSTON
LANDAMERICA LAWYERS TITLE
LAWYERS TITLE INSURANCE CORPORATION



03-11-2008
DATE

H. M. MATHIS

4517
K.A.L.S. NO.

I HEREBY CERTIFY THAT THIS PLAN CORRECTLY REPRESENTS THE ACTUAL CONDITIONS FOUND ON THE GROUND, THE LINE OF THIS SURVEY AND ALL APPROPRIATIONS IF WHOLLY WITHIN THE PROPERTY LINES, EXCEPT AS SHOWN.

THE PROFESSIONAL SERVICE SUBSTANTIALLY CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY A, COMMON SURVEY.

GENERAL NOTES

- BEARING SHOWN BASED ON STATE PLAIN COORDINATES FOR THE YEAR OF 1983. SOUTH CENTRAL ZONE, TRANSFORMED COORDINATES ARE IN USE TO OBTAIN SURFACE MEASUREMENTS BY 1,000,000.
- NO PORTION OF THE SUBJECT SITE IS LOCATED WITHIN THE 100 YEAR SPECIAL FLOOD HAZARD AREA, ACCORDING TO THE MOST RECENT OFFICIAL INSURANCE RATE MAP, DATED 08-18-2007. MAP NUMBER AND CORRELATION, "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", "Z", "AA", "AB", "AC", "AD", "AE", "AF", "AG", "AH", "AI", "AJ", "AK", "AL", "AM", "AN", "AO", "AP", "AQ", "AR", "AS", "AT", "AU", "AV", "AW", "AX", "AY", "AZ", "BA", "BB", "BC", "BD", "BE", "BF", "BG", "BH", "BI", "BJ", "BK", "BL", "BM", "BN", "BO", "BP", "BQ", "BR", "BS", "BT", "BU", "BV", "BW", "BX", "BY", "BZ", "CA", "CB", "CC", "CD", "CE", "CF", "CG", "CH", "CI", "CJ", "CK", "CL", "CM", "CN", "CO", "CP", "CQ", "CR", "CS", "CT", "CU", "CV", "CW", "CX", "CY", "CZ", "DA", "DB", "DC", "DD", "DE", "DF", "DG", "DH", "DI", "DJ", "DK", "DL", "DM", "DN", "DO", "DP", "DQ", "DR", "DS", "DT", "DU", "DV", "DW", "DX", "DY", "DZ", "EA", "EB", "EC", "ED", "EE", "EF", "EG", "EH", "EI", "EJ", "EK", "EL", "EM", "EN", "EO", "EP", "EQ", "ER", "ES", "ET", "EU", "EV", "EW", "EX", "EY", "EZ", "FA", "FB", "FC", "FD", "FE", "FF", "FG", "FH", "FI", "FJ", "FK", "FL", "FM", "FN", "FO", "FP", "FQ", "FR", "FS", "FT", "FU", "FV", "FW", "FX", "FY", "FZ", "GA", "GB", "GC", "GD", "GE", "GF", "GG", "GH", "GI", "GJ", "GK", "GL", "GM", "GN", "GO", "GP", "GQ", "GR", "GS", "GT", "GU", "GV", "GW", "GX", "GY", "GZ", "HA", "HB", "HC", "HD", "HE", "HF", "HG", "HH", "HI", "HJ", "HK", "HL", "HM", "HN", "HO", "HP", "HQ", "HR", "HS", "HT", "HU", "HV", "HW", "HX", "HY", "HZ", "IA", "IB", "IC", "ID", "IE", "IF", "IG", "IH", "II", "IJ", "IK", "IL", "IM", "IN", "IO", "IP", "IQ", "IR", "IS", "IT", "IU", "IV", "IW", "IX", "IY", "IZ", "JA", "JB", "JC", "JD", "JE", "JF", "JG", "JH", "JI", "JJ", "JK", "JL", "JM", "JN", "JO", "JP", "JQ", "JR", "JS", "JT", "JU", "JV", "JW", "JX", "JY", "JZ", "KA", "KB", "KC", "KD", "KE", "KF", "KG", "KH", "KI", "KJ", "KK", "KL", "KM", "KN", "KO", "KP", "KQ", "KR", "KS", "KT", "KU", "KV", "KW", "KX", "KY", "KZ", "LA", "LB", "LC", "LD", "LE", "LF", "LG", "LH", "LI", "LJ", "LK", "LL", "LM", "LN", "LO", "LP", "LQ", "LR", "LS", "LT", "LU", "LV", "LW", "LX", "LY", "LZ", "MA", "MB", "MC", "MD", "ME", "MF", "MG", "MH", "MI", "MJ", "MK", "ML", "MM", "MN", "MO", "MP", "MQ", "MR", "MS", "MT", "MU", "MV", "MW", "MX", "MY", "MZ", "NA", "NB", "NC", "ND", "NE", "NF", "NG", "NH", "NI", "NJ", "NK", "NL", "NM", "NN", "NO", "NP", "NQ", "NR", "NS", "NT", "NU", "NV", "NW", "NX", "NY", "NZ", "OA", "OB", "OC", "OD", "OE", "OF", "OG", "OH", "OI", "OJ", "OK", "OL", "OM", "ON", "OO", "OP", "OQ", "OR", "OS", "OT", "OU", "OV", "OW", "OX", "OY", "OZ", "PA", "PB", "PC", "PD", "PE", "PF", "PG", "PH", "PI", "PJ", "PK", "PL", "PM", "PN", "PO", "PP", "PQ", "PR", "PS", "PT", "PU", "PV", "PW", "PX", "PY", "PZ", "QA", "QB", "QC", "QD", "QE", "QF", "QG", "QH", "QI", "QJ", "QK", "QL", "QM", "QN", "QO", "QP", "QQ", "QR", "QS", "QT", "QU", "QV", "QW", "QX", "QY", "QZ", "RA", "RB", "RC", "RD", "RE", "RF", "RG", "RH", "RI", "RJ", "RK", "RL", "RM", "RN", "RO", "RP", "RQ", "RR", "RS", "RT", "RU", "RV", "RW", "RX", "RY", "RZ", "SA", "SB", "SC", "SD", "SE", "SF", "SG", "SH", "SI", "SJ", "SK", "SL", "SM", "SN", "SO", "SP", "SQ", "SR", "SS", "ST", "SU", "SV", "SW", "SX", "SY", "SZ", "TA", "TB", "TC", "TD", "TE", "TF", "TG", "TH", "TI", "TJ", "TK", "TL", "TM", "TN", "TO", "TP", "TQ", "TR", "TS", "TT", "TU", "TV", "TW", "TX", "TY", "TZ", "UA", "UB", "UC", "UD", "UE", "UF", "UG", "UH", "UI", "UJ", "UK", "UL", "UM", "UN", "UO", "UP", "UQ", "UR", "US", "UT", "UU", "UV", "UW", "UX", "UY", "UZ", "VA", "VB", "VC", "VD", "VE", "VF", "VG", "VH", "VI", "VJ", "VK", "VL", "VM", "VN", "VO", "VP", "VQ", "VR", "VS", "VT", "VU", "VV", "VW", "VX", "VY", "VZ", "WA", "WB", "WC", "WD", "WE", "WF", "WG", "WH", "WI", "WJ", "WK", "WL", "WM", "WN", "WO", "WP", "WQ", "WR", "WS", "WT", "WU", "WV", "WW", "WX", "WY", "WZ", "XA", "XB", "XC", "XD", "XE", "XF", "XG", "XH", "XI", "XJ", "XK", "XL", "XM", "XN", "XO", "XP", "XQ", "XR", "XS", "XT", "XU", "XV", "XW", "XX", "XY", "XZ", "YA", "YB", "YC", "YD", "YE", "YF", "YG", "YH", "YI", "YJ", "YK", "YL", "YM", "YN", "YO", "YP", "YQ", "YR", "YS", "YT", "YU", "YV", "YW", "YX", "YZ", "ZA", "ZB", "ZC", "ZD", "ZE", "ZF", "ZG", "ZH", "ZI", "ZJ", "ZK", "ZL", "ZM", "ZN", "ZO", "ZP", "ZQ", "ZR", "ZS", "ZT", "ZU", "ZV", "ZW", "ZX", "ZY", "ZZ".
- FUTURE REDEVELOPMENT OF SITE IS SUBJECT TO CITY OF HOUSTON ORDINANCE NO. 65-1878, DATED OCTOBER 23, 1983 BY THE CITY OF HOUSTON, A CERTIFIED COPY OF WHICH HAS BEEN ADJUSTED TO THE CURRENT CITY CLERK FILE NO. 11-31-2008. (SUPPLEMENTED BY CITY OF HOUSTON ORDINANCE NO. 1999-2003, ADOPTED BY THE CITY OF HOUSTON RELATIVE TO PLANS, AND REGULATIONS, PROCEDURES AND DESIGN STANDARDS FOR DEVELOPING AND PLATING AND PROVIDING FOR ESTABLISHING BUILDING SETBACK LINES.
- FOR ADDITIONAL BUILDING RESTRICTIONS, SEE RESTRICTIVE COVENANTS.
- FOR ADDITIONAL BUILDING RESTRICTIONS, SEE RESTRICTIVE COVENANTS.
- ON, GAS AND OTHER UTILITIES LOCATED BY 11-12-2007.

As they contain 1,434 acres of land being as Block 205, S.S.B.B. Addition according to the generally recognized plat thereof in the James Wells Survey, A-832 and being all of that certain called 1,434 acres of land described in a deed dated 05-08-1988 from Houston Park and Terminal Railway Company to Louis Macey, Trustee filed in the Official Public Records of Real Property of Harris County, Texas in Clerk's File No. T-012732, Film Code No. 518-51-2982 and being more particularly described by metes and bounds as follows, all coordinates and bearings being referred to the Texas Plane Coordinate System, South Central Zone, all distances are surface:

COMMENCING at the City of Houston Engineering Department Reference Rod No. 12 located in the centerline of Hutchins Street (80' wide) at its intersection with the City of Houston Engineering Department Reference Line for Preston Avenue, Thence S 32° 54' 52" W - 732.25'; Thence S 57° 05' 08" E - 40.00' to a set 5/8" iron rod with cap, having Texas State Plane Coordinates X=3125744.58, Y=13639597.01 marking the most north corner of said Block 205; Thence S 57° 05' 08" E - 250.00', with the southwest right-of-way line of Texas Avenue (100' wide) to a set 5/8" iron rod with cap for corner;

THENCE S 57° 05' 08" E - 250.00', with the southwest right-of-way line of Texas Avenue (100' wide) to a set 5/8" iron rod with cap for corner;

THENCE S 32° 54' 52" W - 251.50', with the northwest right-of-way line of Bastrop Street (80' wide) to a set 5/8" iron rod with cap for corner;

THENCE N 57° 05' 08" W - 250.00', with the northeast right-of-way line of Capitol Avenue (80' wide) to a set 5/8" iron rod with cap for corner;

THENCE N 32° 54' 52" E - 251.50', with the southeast right-of-way line of said Hutchins Street (80' wide) to the POINT OF BEGINNING and containing 1,434 acres (62,875 square feet) of land, more or less.

C. OF H. REF. DRAWINGS
51-408-S 51-407-S
51-395-S 51-218-S
51-208-S 51-309-S
51-409-S 51-319-S
51-175-S 51-328-S
51-408-A 51-188-S
51-376-S 51-130-S

CITY OF HOUSTON
PUBLIC WORKS AND
ENGINEERING DEPARTMENT

DATE: 03-11-2008
BY: [Signature]
CHECKED: [Signature]
5457C

PARCEL NO.
Q17-017
Q17-017A
WBS
K-00206-008-2
C.F. NO.
151



PRELAW & COMPANY, INC.
surveying / mapping

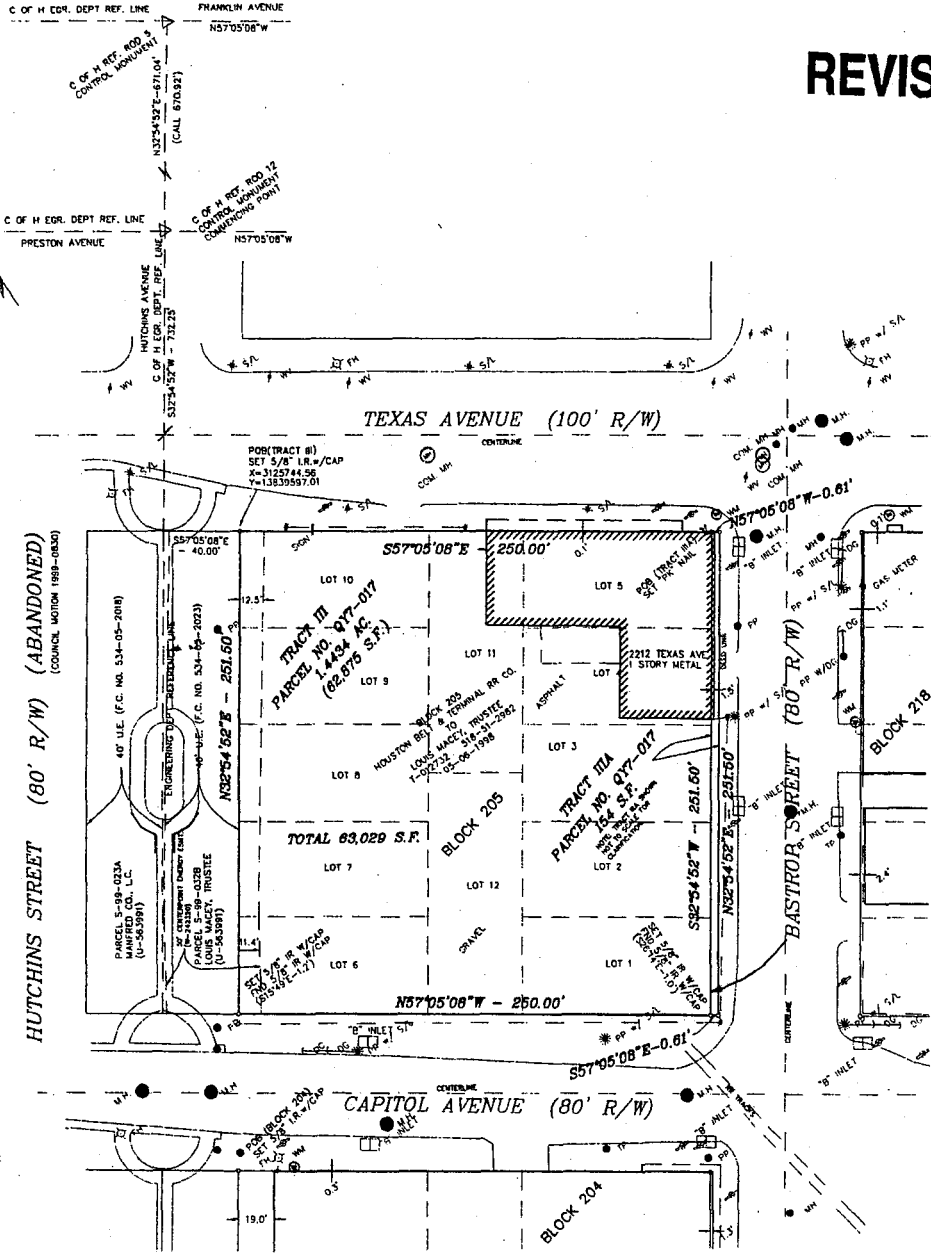
154 WESTER DRIVE
HOUSTON, TX 77055
713-867-8481

LAND TITLE SURVEY

1.4348 AC. OF LAND
BEING ALL OF
BLOCK 205
S.S.B.B.
AND
154 S.F. OF LAND
BASTROP STREET
BY BLOCK 205
S.S.B.B.
JAMES WELLS SURVEY, A-832
HOUSTON, HARRIS COUNTY, TEXAS

DATE: 03-11-2008 SCALE: 1" = 30' (AS SHOWN) 151-14-205
BY: PRELAW & COMPANY, INC. LANDAMERICA LAWYERS TITLE

Page 3087



- LEGEND
- TRAFFIC SIGN
 - SOUTHWESTERN BELL MANHOLE
 - TELEPHONE ENCLOSURE
 - OVERHEAD FENCE
 - WOOD FENCE
 - POWER POLE
 - POWER POLE W/ FLOW OUT
 - STREET/AREA LIGHT
 - GAS VALVE
 - GAS METER
 - TRANSFORMER SERIES MANHOLE
 - ROOF OVERHANG
 - K.L.P. MANHOLE
 - OVERHEAD ELECTRIC LINE
 - CHAIN LINK FENCE

STATE OF TEXAS
REGISTERED
★
N. W. MADDOX
4517
PROFESSIONAL
LAND SURVEYOR

THIS PROFESSIONAL SERVICE SUBSTANTIALLY CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDOMINIUM SURVEY.

GENERAL NOTE:

- 1 BEARING SHOWN BASED ON STATE PLANN
COORDINATES FOR THE STATE OF TEXAS,
SOUTH CENTRAL ZONE (NAD83). COORDINATES
ARE IN GRID TO OBTAIN SURFACE MULTIPLY
BY 1.00070802.

2. NO PORTION OF THE SUBJECT SITE IS LOCATED WITHIN THE 100 YEAR SPECIAL FLOOD HAZARD AREA ACCORDING TO THE MOST RECENT OFFICIAL INSURANCE RATE MAP, DATED 06-18-2007. MAP NUMBER 48205C000L02, ZONE "X". PROMULGATED BY THE ADMINISTRATOR OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OF THE UNITED STATES. ANY REFERENCE TO THE 100 YEAR FLOOD PLAIN OR FLOOD HAZARD ZONES, ARE AN ESTIMATE BASED ON DATA PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE PROGRAM AND SHOULD NOT BE INTERPRETED AS A STUDY OR DETERMINATION OF THE FLOODING PROPENSITIES OF THIS PROPERTY.

3. FUTURE REDEVELOPMENT OF SITE IS SUBJECT TO CITY OF HOUSTON ORDINANCE NOS. 89-187A, DATED DECEMBER 23, 1988 BY THE CITY OF HOUSTON, A CERTIFIED COPY OF WHICH WAS FILED AUGUST 1, 1991, UNDER COUNTY CLERK FILE NO. 8-25388, (SUPERSEDED BY CITY OF HOUSTON ORDINANCE NOS. 1899-282), ADOPTED BY THE CITY OF HOUSTON, RELATING TO ZONING AND REGULATIONS, PROCEDURES AND DESIGN STANDARDS FOR DEVELOPING AND PLATING AND PROVIDING FOR ESTABLISHING BUILDING SETBACK LINES.
4. FOR ADDITIONAL BUILDING RESTRICTIONS, SEE RESTRICTIVE COVENANTS.
5. SEE SEPARATE LEGAL DESCRIPTION FOR LOT 1.

C OF H REF. DRAWINGS	
51-408-S	51-407-S
51-395-S	51-218-S
51-208-S	51-309-S
51-409-S	51-319-S
51-175-S	51-326-AS
51-406-AS	51-188-DS
51-326-S	51-130-S

A-6

LEGEND

TRAFFIC SIGN
SOUTHERNEASTERN BELL MARKER
TELEPHONE ENCLOSURE
CHAIN LINK FENCE
WOOD FENCE
POWER POLE
POWER POLE w/ DOWN OUT
STREET/AREA LIGHT
GAS VALVE
GAS METER
STORM/SANITARY SEWER MARKER
ROOF OVERHANG
H.L.A.P. MARKER
OVERHANGING ELECTRIC LINE
CHAIN LINK FENCE

CAPITOL AVENUE (80' R/W)

 CITY OF HOUSTON
PUBLIC WORKS AND
ENGINEERING DEPARTMENT

DATE: 2/3/20/08
Horse Center

KEY MAP NO. 443B	QMS MAP NO. 5457C
PARCEL NO.	

047-0186

WFO
CIN NO. 02418-0012
CFS NO.

C.M. NO.

03-19-2008 REVISED (changed parcel number

PREJEAN & COMPANY, INC.
surveying / mapping

LAND TITLE SURVEY

33.275 S.E. OF LAND

BEING OUT OF

BLOCK 218

S.S.B.B.

JAMES WELLS SURVEY, A-

HOUSTON, HARRIS COUNTY, TEXAS

DATE 02-11-2006	SCALE: 1" = 30'	JOB NO. 157-14-21B
-----------------	-----------------	--------------------

OF 6013500103

pay 507

I HEREBY CERTIFY THAT THIS PLAN COMPELLELY REPRESENTS THE ACTUAL CONDITIONS FOUND ON THE GROUND AT THE TIME OF THIS SURVEY AND ALL IMPROVEMENTS LE WHOLLY WITHIN THE PROPERTY LINES, EXCEPT AS SHOWN:

THIS PROFESSIONAL SERVICE SUBSTANTIALLY CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONVENTION 18 SURVEY.

1. BEARING DOWN-BASED ON STATE PLAIN COORDINATES FOR THE STATE OF TEXAS, SOUTH CENTRAL, ZONE (NAD83). COORDINATES ARE LISTED TO OBTAIN SURFACE MAP: 10M: 10M BY 1,000,020602.
2. NO PORTION OF THE SUBJECT SITE IS LOCATED WITHIN THE 100 YEAR SPECIAL FLOOD HAZARD AREA ACCORDING TO THE MOST RECENT OFFICIAL INSURANCE RATE MAP DATED 06-08-01. THE 100 YEAR MAP NUMBER REVISION/ZONE, "06", PROMULGATED BY THE ADMINISTRATOR OF DEPARTMENT OF COMMERCE AND ECONOMIC DEVELOPMENT OF THE UNITED STATES, HAS REFERENCES TO THE 100 YEAR FLOOD ON FLOODING OF THE 100 YEAR FLOOD. THE 100 YEAR FLOOD IS AN ESTIMATE BASED ON DATA PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THE 100 YEAR FLOOD IS NOT TO BE INTERPRETED AS A STUDY OR DETERMINATION OF THE FLOODING OPPORTUNITIES IN

- 3 FUTURE DEVELOPMENT OF SITE IS SUBJECT TO CITY OF HOUSTON ORDINANCE NO. 83-1878, DATED OCTOBER 23, 1985 BY THE CITY OF HOUSTON, A CLERKED AND CORRECTED FILED AUGUST 1, 1991, UNDER COUNTY CLERK FILE NO. 10-25338, (SUPERSEDED BY CITY OF HOUSTON ORDINANCE NO. 1998-382), ADOPTED BY THE CITY OF HOUSTON FOR THE PURPOSES OF THE REGULATIONS, PROCEDURES AND DESIGN STANDARDS FOR DEVELOPING AND PLATING AND PROVIDING FOR ESTABLISHING MATING STRACK UNITS.
- 4 FOR ADDITIONAL BUILDING RESTRICTIONS SEE RESTRICTIVE COVENANTS
- 5 SEE SEPARATE PLAT DESCRIPTION FOR ADDITIONAL NARRATIVE.
- 6 OIL, GAS AND OTHER MINERS'S RESERVED INTEREST 273732.

C OF H REF. DRAWINGS	
51-408-S	51-407-S
51-395-S	51-218-S
51-208-S	51-309-S
51-409-S	51-319-S
51-175-S	51-326-A
51-408-AS	51-188-D
51-326-S	51-130-S



CITY OF HOUSTON
PUBLIC WORKS AND
ENGINEERING DEPARTMENT

© 2004 Wiley Periodicals, Inc.

PREJEAN & COMPANY, INC.
surveying / mapping

1.4348 AC. OF LAND

BLOCK 219
S.S.B.B.
WELLS SURVEY, A-832

DATE: 1-7-74	SHEET: 1 - 25	NO 152-4-210
--------------	---------------	--------------

48-60754-1001

pay 6007

MUTCHINS AVENUE

METES & BOUNDS DESCRIPTION
1.4341 ACRES OF LAND BEING ALL OF
BLOCK 218
S.S.B.
JAMES WELLS SURVEY, A-302
HOUSTON, HARRIS COUNTY, TEXAS

All that contain 1.6346 acres of land being all Block 219, S.33.3.8. Addition according to the previously recognized plat known as the Jerome Wells Survey, A-332 and being all of that certain called 1.6346 acre tract of land described in a deed dated 09-10-1904 from Louis Minors, of oil to Macon Family Properties, Ltd. and in the Official Public Records of Real Property of Harris County, Texas in Chit's P.L. No. 2-42-1983, File Code No. 582-47-1217 and being more particularly described by metes and bounds as follows, all accretions and all bearings being referred to the Texas Plane Coordinate System, South Central Zone, all distances are surface;

COMMENCEMENT of the City of Houston Engineering Department Reference Road No. 12 located in the northwest of Hutchins Street (Rd 986) at its intersection with the City of Houston Engineering Department Reference Line for Preston Avenue; Thence S 32° 54' 32" W - 1,083.75'; Thence S 57° 05' 08" E - 370.00' to a set 5/8" iron rod with cap, having Texas State Plane Coordinates of X=3129841.46, Y=1303817.41 marking the most north corner of said Block 21 for the POINT OF BEGINNING of the herein described tract;

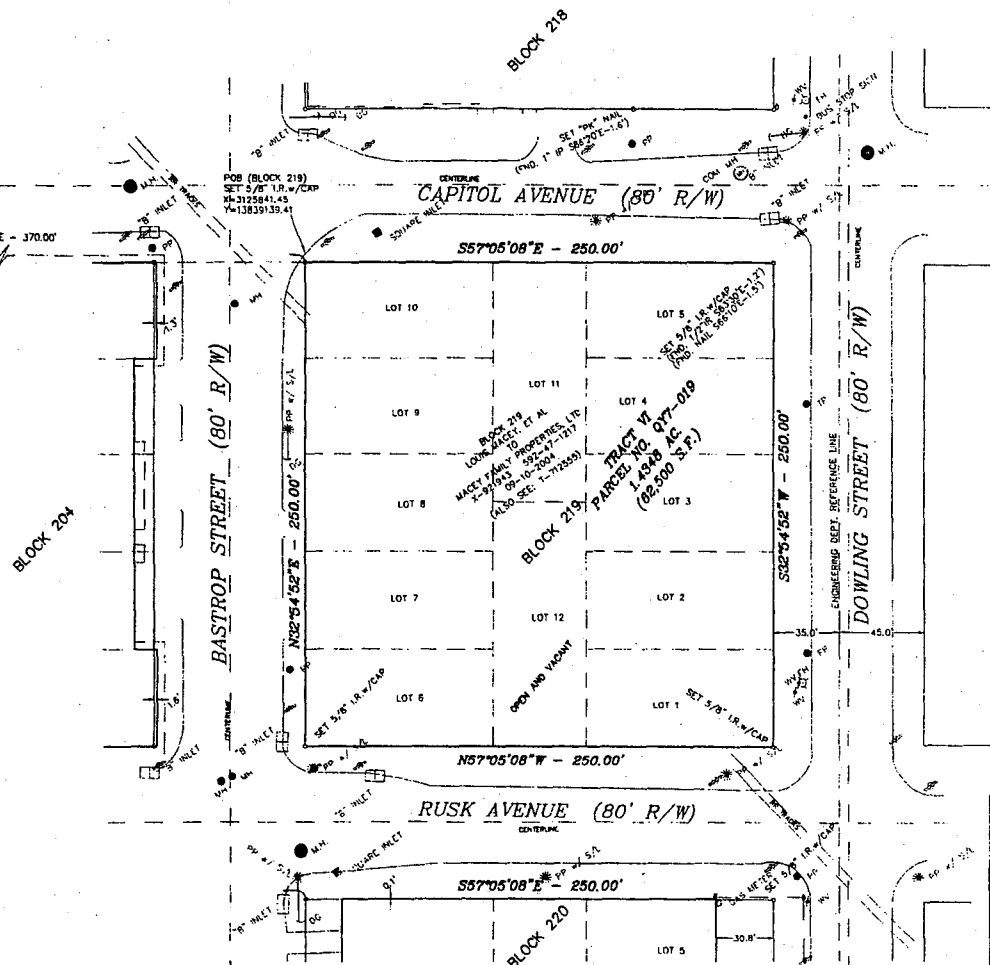
THENCE S 87° 08' 00" E - 280.00', with the southwest right-of-way line of Capitol Avenue (87' wide) to a point 40' from and with the lot corner;

THE NCE 8 32° 54' 52" W - 290.00', with the northwest right-of-way line of Dowling Street (80' wide) to a post 5/8" iron rod for marker;

THENCE N 57° 05' 00" W - 200.00', with the northeast right-of-way line of Rust Avenue (50' wide) to a post 500' long and with line for corner;

THENCE N 37° 54' 52" E - 250.00', with the southeast right-of-way line of said Bontrop Street (80' wide) to the POINT OF BEGINNING and containing 1.4348 acres (62,500 square feet) of land, more or less.

① TRAFFIC SIGN
 ② SOUTHWESTERN BELL MANHOLE
 ③ TELEPHONE ENCLOSURE
 ④ CHAIN LINK FENCE
 ⑤ WOOD FENCE
 ⑥ POWER POLE
 ⑦ POWER POLE W/DOWN OUT
 ⑧ STREET/LINE LIGHT
 ⑨ GAS VALVE
 ⑩ STOP SIGN
 ⑪ STORM/SEWAGE/SEWER MANHOLE
 ⑫ BODY OVERHANG
 ⑬ H/L/D MANHOLE
 ⑭ OVERHEAD ELECTRIC LINE
 ⑮ CHAIN LINK FENCE



A-7

MS705'00"W

(CALL 670.92)

MS705

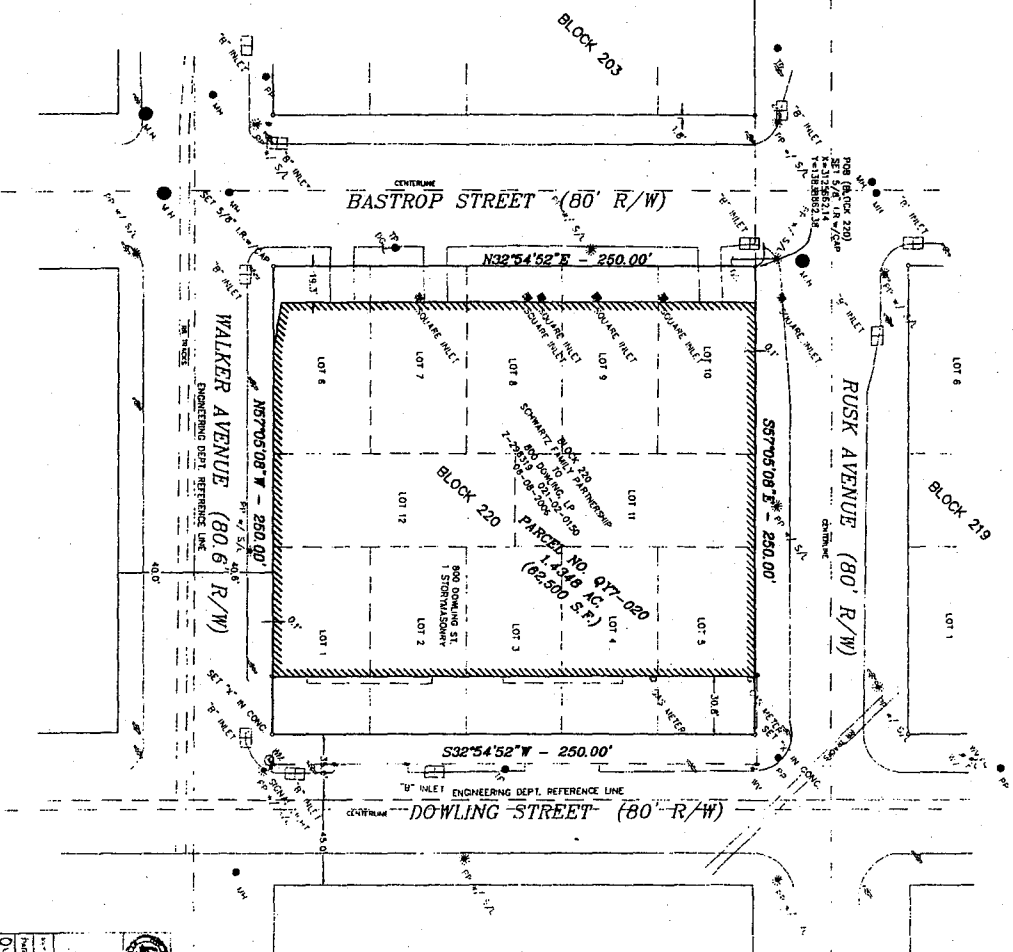
C. OF H EGR. DEPT. REF

PARCEL NO. 077400
METS & BOUNDS DESCRIPTION
1.000 ACRES OF LAND BEING ALL
BLOCK 270
S.5.B.1
JAMES WELLS SURVEY, A-202
HOUSTON, HARRIS COUNTY, TEXAS

[illegible]

LEGEND

1	INDICATOR LIGHT
2	INDICATOR LIGHT
3	INDICATOR LIGHT
4	INDICATOR LIGHT
5	INDICATOR LIGHT
6	INDICATOR LIGHT
7	INDICATOR LIGHT
8	INDICATOR LIGHT
9	INDICATOR LIGHT
10	INDICATOR LIGHT
11	INDICATOR LIGHT
12	INDICATOR LIGHT
13	INDICATOR LIGHT
14	INDICATOR LIGHT
15	INDICATOR LIGHT
16	INDICATOR LIGHT
17	INDICATOR LIGHT
18	INDICATOR LIGHT
19	INDICATOR LIGHT
20	INDICATOR LIGHT
21	INDICATOR LIGHT
22	INDICATOR LIGHT
23	INDICATOR LIGHT
24	INDICATOR LIGHT
25	INDICATOR LIGHT
26	INDICATOR LIGHT
27	INDICATOR LIGHT
28	INDICATOR LIGHT
29	INDICATOR LIGHT
30	INDICATOR LIGHT
31	INDICATOR LIGHT
32	INDICATOR LIGHT
33	INDICATOR LIGHT
34	INDICATOR LIGHT
35	INDICATOR LIGHT
36	INDICATOR LIGHT
37	INDICATOR LIGHT
38	INDICATOR LIGHT
39	INDICATOR LIGHT
40	INDICATOR LIGHT
41	INDICATOR LIGHT
42	INDICATOR LIGHT
43	INDICATOR LIGHT
44	INDICATOR LIGHT
45	INDICATOR LIGHT
46	INDICATOR LIGHT
47	INDICATOR LIGHT
48	INDICATOR LIGHT
49	INDICATOR LIGHT
50	INDICATOR LIGHT
51	INDICATOR LIGHT
52	INDICATOR LIGHT
53	INDICATOR LIGHT
54	INDICATOR LIGHT
55	INDICATOR LIGHT
56	INDICATOR LIGHT
57	INDICATOR LIGHT
58	INDICATOR LIGHT
59	INDICATOR LIGHT
60	INDICATOR LIGHT
61	INDICATOR LIGHT
62	INDICATOR LIGHT
63	INDICATOR LIGHT
64	INDICATOR LIGHT
65	INDICATOR LIGHT
66	INDICATOR LIGHT
67	INDICATOR LIGHT
68	INDICATOR LIGHT
69	INDICATOR LIGHT
70	INDICATOR LIGHT
71	INDICATOR LIGHT
72	INDICATOR LIGHT
73	INDICATOR LIGHT
74	INDICATOR LIGHT
75	INDICATOR LIGHT
76	INDICATOR LIGHT
77	INDICATOR LIGHT
78	INDICATOR LIGHT
79	INDICATOR LIGHT
80	INDICATOR LIGHT
81	INDICATOR LIGHT
82	INDICATOR LIGHT
83	INDICATOR LIGHT
84	INDICATOR LIGHT
85	INDICATOR LIGHT
86	INDICATOR LIGHT
87	INDICATOR LIGHT
88	INDICATOR LIGHT
89	INDICATOR LIGHT
90	INDICATOR LIGHT
91	INDICATOR LIGHT
92	INDICATOR LIGHT
93	INDICATOR LIGHT
94	INDICATOR LIGHT
95	INDICATOR LIGHT
96	INDICATOR LIGHT
97	INDICATOR LIGHT
98	INDICATOR LIGHT
99	INDICATOR LIGHT
100	INDICATOR LIGHT



BLOCK 219

DOWLING STREET- (80'-R/W)

51-408-S	51-407-S
51-395-S	51-218-S
51-208-S	51-309-S
51-409-S	51-319-S
51-175-S	51-326-A
51-406-AS	51-188-D
51-326-S	51-130-S



TO: CITY OF HOUSTON
LANDAMERICA LAWYERS II/LE
LAWYERS TITLE INSURANCE CORPORATION



that professional science substantially contributes to the common ideas, concepts or professional structures, standards and specifications for a category of common activity.

[illegible][illegible]

EXHIBIT B

PROPOSED BOUNDARIES OF CENTRAL HOUSTON ZONE



CITY OF HOUSTON **CENTRAL HOUSTON TIRZ # 24**

Sources:
 Aerial photo - ESRI, 15m
 Parcels - HCAD, 1/09
 Roads - H-GAC, 6/07
 Light Rail - METRO, 2009

Single Family Vacant
 1.09 Acres
 \$429,360 Appraised Value

Multi-Family Residential
 3.60 Acres
 \$60,852,741 Appraised Value

Multi-Family Vacant
 0.47 Acres
 \$1,652,800 Appraised Value

Commercial
 119.51 Acres
 \$370,615,216 Appraised Value

Commercial Vacant
 39.65 Acres
 \$106,199,934 Appraised Value

Industrial
 22.08 Acres
 \$62,697,783 Appraised Value

Hospital
 10.33 Acres
 \$100,837,496 Appraised Value

Public/Institutional

No Data

Central Houston TIRZ # 24
 Existing TIRZ

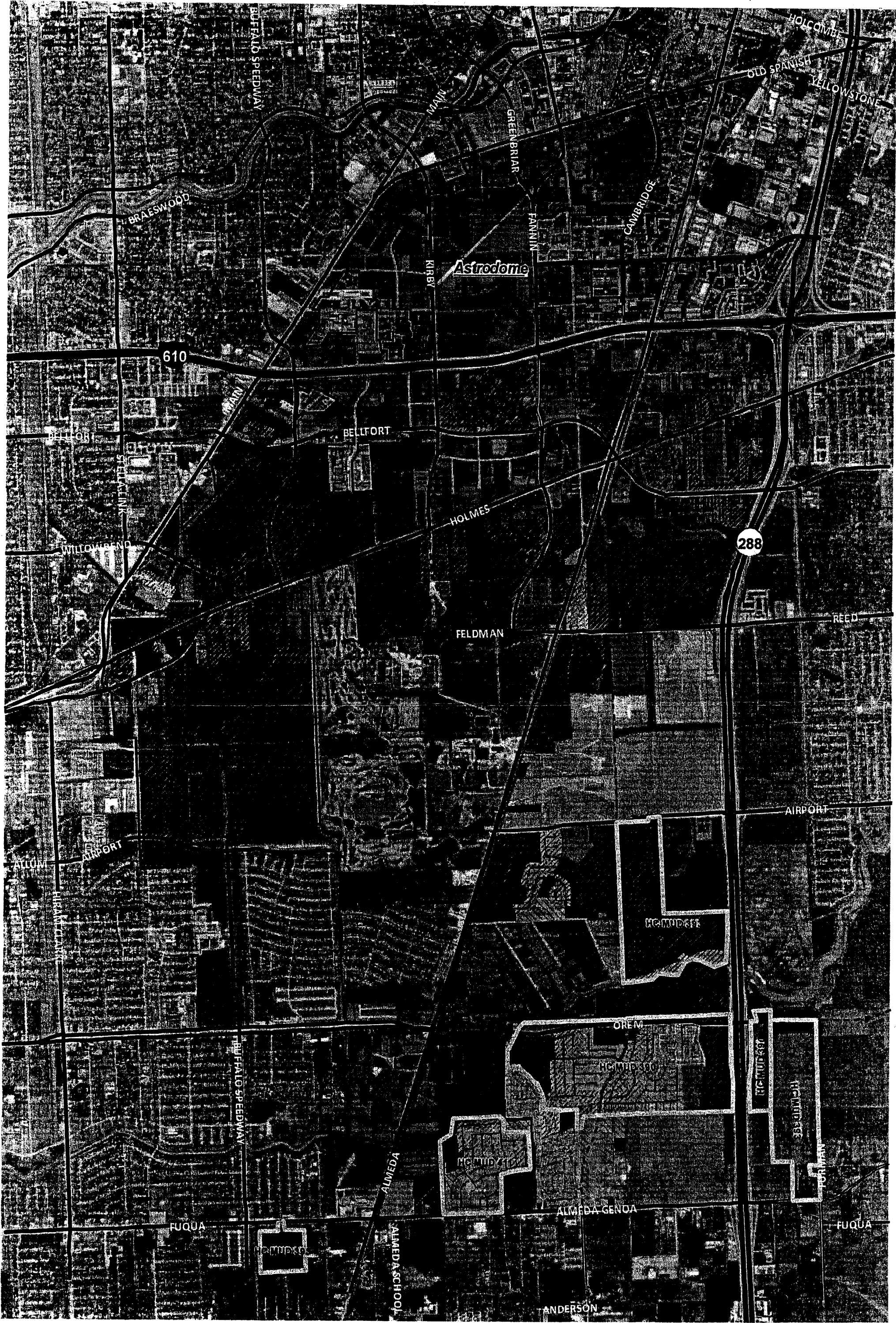
Total Appraised Value
 \$863,816,771

Total Acres
 206.89



EXHIBIT C

PROPOSED BOUNDARIES OF SOUTH LOOP ZONE



CITY OF HOUSTON
SOUTH LOOP TIRZ #23

Source:
Aerial photo - ESRI, 15 m

Single Family Residential
255.67 Acres
Appraised Value: \$234,789,917

Single Family Vacant
143.87 Acres
Appraised Value: \$18,033,315

Residential Vacant
88.69 Acres
Appraised Value: \$764,669

Multi-Family Residential
80.21 Acres
Appraised Value: \$69,029,579

Multi-Family Vacant
6.77 Acres
Appraised Value: \$366,918

No Data

Commercial
1,539.63 Acres
Appraised Value: \$510,056,521

Commercial Vacant
3,087.23 Acres
Appraised Value: \$211,349,551

Industrial
1,220.17 Acres
Appraised Value: \$326,879,969

Industrial Vacant
66.55 Acres
Appraised Value: \$3,582,096

Total Appraised Value
\$1,374,652,535

Total Acreage
6,902.23

2008 Major Thoroughfare Plan
Proposed Major Thoroughfare
Major Collector

TIRZ 23 Boundary



EXHIBIT D

GLOSSARY OF DEFINED TERMS

"Agreement" has the meaning assigned to such term in the preamble.

"Applicable Agreements" means the Project Plan, any interlocal agreements, tri-party agreements, participation agreements, ordinances, or other agreements (including the Ground Lease and the Stadium Lease), or amendments to existing agreements, that are necessary to accomplish the items set forth in this Agreement.

"Captured Appraised Value" means the total appraised value of all real property taxable by the taxing unit and located in the tax increment reinvestment zone for a tax year less the Tax Increment Base.

"Central Houston Zone" has the meaning assigned to such term in Article II(B).

"City" has the meaning assigned to such term in the preamble.

"City Council" means the City Council of the City.

"City Homeless Housing Contribution" has the meaning assigned to such term in Article II(E)(2).

"City's Central Houston Zone Tax Increment" has the meaning assigned to such term in Article II(B)(3).

"City's South Loop Zone Tax Increment" has the meaning assigned to such term in Article II(C)(3).

"Commissioners Court" means the Commissioners Court of the County.

"Conditions Precedent" means the Lease Condition, the Evidence of Financing, the TIRZ Conditions and the TSU Condition.

"Conditions Precedent Deadline" means September 30, 2010.

"County" has the meaning assigned to such term in the preamble.

"County EDZ Land Increment" has the meaning assigned to such term in Article II(A).

"County EDZ Land Maximum Commitment" has the meaning assigned to such term in Article II(A).

"County EDZ Land Participation" has the meaning assigned to such term in Article II(A).

"County EDZ Overall Participation" has the meaning assigned to such term in Article II(A).

"County EDZ Stadium Increment" has the meaning assigned to such term in Article II(A).

"County EDZ Stadium Maximum Commitment" has the meaning assigned to such term in Article II(A).

"County EDZ Stadium Participation" has the meaning assigned to such term in Article II(A).

"County Homeless Housing Contribution" has the meaning assigned to such term in Article II(E).

"County RDA" means a public not-for-profit local government corporation to be created by the County on or before the Conditions Precedent Deadline that will act as the administrator of certain of the County's Tax Increment attributable to multiple tax increment reinvestment zones in the City of Houston, Texas, including the East Downtown Zone, Central Houston Zone and South Loop Zone, and will be used to acquire, rehabilitate and develop certain projects pursuant to the TIF Act as directed by Commissioner's Court.

"County's Central Houston Zone Tax Increment" has the meaning assigned to such term in Article II(B)(2).

"County's South Loop Zone Tax Increment" has the meaning assigned to such term in Article II(C)(2).

"Discount Seating Provision" means a provision in the Stadium Lease which provides that the Team offers no less than ten percent (10%) of the tickets for every regular season Team home MLS soccer match held at the Stadium at a price that is no more than fifty percent (50%) of the average ticket price during the Team's final season in Robertson Stadium. Annual increases in such discounted tickets will be tied to the consumer price index (CPI) that correlates to the economy of Harris County. Such discounted tickets may be sold in bundles of no more than five (5) tickets (e.g. "family packs").

"East Downtown Authority" means the East Downtown Redevelopment Authority, a public not-for-profit local government corporation, established by the City in connection with the East Downtown Zone.

"East Downtown Zone" means Reinvestment Zone Number Fifteen, City of Houston, Texas.

"Existing Obligations" means, with respect to a particular tax increment reinvestment zone, all existing monetary obligations of that zone as of the date of the Applicable Agreement effectuating the applicable County Homeless Housing Contribution or City Homeless Housing Contribution, including debt service, contractual obligations, and administrative costs.

"Evidence of Financing" means the delivery to the County and the City by the Team of evidence that (a) the financing contemplated under the Loan Commitment has closed pursuant to the terms and conditions of the Loan Commitment, and the proceeds thereof are (x) available to

the Team to pay the closing costs thereof and project costs for the design, development, construction, furnishing and opening of the Proposed Stadium as set forth on the Proposed Stadium Project Budget and (y) in an aggregate amount which is no less than Twenty Million and No/100 Dollars (\$20,000,000.00), (b) the Team has received cash (or liquid assets or other cash equivalents reasonably acceptable to the County and the City) in an amount equal to the difference between the Proposed Stadium Project Budget and the amounts available to the Team pursuant to subsections (a) above and (c) below, and the Team has provided the County and the City with evidence reasonably acceptable to the County and the City of such receipt and that such amounts are available to the Team to pay project costs for the design, development, construction, furnishing and opening of the Proposed Stadium as set forth on the Proposed Stadium Project Budget and (c) any other loans from reputable third party lenders to the Team necessary to fund the remainder of the Proposed Stadium Project Budget have closed and the proceeds thereof are (x) available to the Team to pay the closing costs thereof and project costs for the design, development, construction, furnishing and opening of the Proposed Stadium as set forth on the Proposed Stadium Project Budget and (y) in an amount equal to the difference between the Proposed Stadium Project Budget and amounts available to the Team pursuant to subsections (a) and (b) above.

"Ground Lease" has the meaning assigned to such term in Article III(A).

"Homeless Housing Joint Initiative" means the initiative described in Article II(E) above, as applicable to the Joint Zones.

"Homeless Housing Programs" means projects, programs and/or services intended to provide temporary, transitional or permanent housing or other assistance for Homeless Individuals.

"Homeless Individuals" has the meaning assigned to such term in the United States Code, Title 42, Chapter 119, Subchapter I, Section 11302, as amended from time to time.

"Land" means the 12.14 acre tract of land described on Exhibit A attached hereto and located within the boundaries of the East Downtown Zone, including all abandoned street rights of any appurtenant thereto.

"Land Price" means \$7,500,000.00, which equals one-half of the purchase price paid by the City for the Land.

"Lease Condition" means that (a) the Ground Lease has been approved and signed by the parties thereto and (b) the Stadium Lease has been approved and signed by the Sports Authority and the Team and all of the conditions and contingencies (other than the completion of construction of the Proposed Stadium) to the commencement of the Stadium Lease shall have been fully satisfied and the obligations of the parties thereto are unconditional and irrevocable.

"Loan Commitment" means the letter and term sheet dated July 13, 2009 from BBVA Compass to Dynamo Stadium, LLC with respect to a credit facility more particularly described therein.

"Party or Parties" has the meaning assigned to such term in the preamble.

"Person" means any individual, corporation, limited or general partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or any other form of entity.

"Project Costs" means those costs of public works and improvements and other costs for which payment can be made pursuant to the TIF Act that are identified in the Project Plan.

"Project Plan" means the project plan and reinvestment zone financing plan for the East Downtown Zone in effect on the Effective Date and as it may be amended pursuant to the terms of the TIF Act to accomplish the Proposed Stadium development, as adopted by the board of directors of the East Downtown Zone and approved by the City Council.

"Proposed Stadium" means the Land and the improvements, now or hereafter constructed thereon, including a soccer/multipurpose stadium proposed to be constructed pursuant to the Ground Lease and the Stadium Lease, together with related parking, buildings, facilities and infrastructure.

"Proposed Stadium Project Budget" means the budgeted project costs to design, develop, construct, furnish and open the entire Proposed Stadium, as approved in writing by the County and the City solely for the County and the City to confirm that the Team has adequate funding to complete the Proposed Stadium pursuant to such budget, which approval may not be unreasonably withheld, conditioned or delayed.

"South Loop Zone" has the meaning assigned to such term in Article III(C).

"Stadium Lease" has the meaning assigned to such term in Article III(A).

"Tax Increment" means the amount of property taxes levied and collected by a taxing unit for a tax year on the Captured Appraised Value of real property by the taxing unit and located in the tax increment reinvestment zone.

"Tax Increment Base" means the total appraised value of all real property taxable by the taxing unit and located in the tax increment reinvestment zone in (a) as to the City, the year in which the zone was designated as such under the TIF Act or (b) as to the County, 2007.

"Team" means Dynamo Stadium, LLC, its permitted successors and assigns.

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

"TIRZ Conditions" means that all Applicable Agreements (including, without limitation, the Applicable Agreements providing for (i) the County's funding of the County EDZ Land Participation and the County EDZ Stadium Participation, (ii) the City's creation of the East Downtown Zone and the South Loop Zone and (iii) the City's conveyance of an undivided one-half (1/2) interest in the Land to the County) necessary to effectuate the purposes of the items specified in Article II have been duly authorized and executed by all necessary parties thereto.

"TSU" means Texas Southern University.

"TSU Condition" means that TSU has been granted certain rights to use the Proposed Stadium and share in the revenue attributable to and generated by such use and be allocated a portion of the costs and expenses for such use, all upon terms and conditions acceptable to TSU and the Team.