

**FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN HARRIS COUNTY, CITY OF HOUSTON, REINVESTMENT ZONE
NUMBER SIXTEEN-CITY OF HOUSTON, TEXAS, AND UPTOWN DEVELOPMENT
AUTHORITY**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This INTERLOCAL AGREEMENT (this "Agreement") is made and entered into pursuant to Chapter 791 of the Texas Government Code and Chapter 311 of the Texas Tax Code by and between the CITY OF HOUSTON, TEXAS (the "City"), a municipal corporation and home-rule city of the State of Texas, acting by and through its governing body, the City Council of the City ("City Council"), HARRIS COUNTY, TEXAS (the "County"), a body corporate and politic under the laws of the State of Texas, acting by and through its governing body, the Harris County Commissioners Court (the "Commissioners Court") and UPTOWN DEVELOPMENT AUTHORITY (the "Authority"), a local government corporation created by the City, acting by and through its Board of Directors (the "Authority Board") acting on behalf of REINVESTMENT ZONE NUMBER SIXTEEN, CITY OF HOUSTON, TEXAS (the "TIRZ"), a tax increment reinvestment zone created by the City, acting by and through its Board of Directors (the "TIRZ Board"). The City, the County, the Authority and the TIRZ are referred to individually herein as a "Party" and together as the "Parties."

WHEREAS, by Ordinance No. 1999-709, the City Council created the TIRZ pursuant to Chapter 311, Texas Tax Code, as amended (the "TIRZ Act");

WHEREAS, the City Council approved the final Project Plan and Reinvestment Zone Financing Plan by Ordinance No. 1999-758, which has been amended from time to time (as amended, the "Project Plan");

WHEREAS, by City Resolution No. 1999-66, the City authorized the creation of the Authority as a local government corporation pursuant to the TIRZ Act, to aid, assist and act on behalf of the City in the performance of the City's governmental and proprietary functions with respect to the common good and general welfare of an area of the City commonly known as the Uptown Houston area;

WHEREAS, by Ordinance No. 1999-1341, adopted on December 15, 1999, the City, the TIRZ, and the Authority entered into an Agreement (the "Tri-Party Agreement") under which the Authority would have complete authority and power to administer the TIRZ, make recommendations to the TIRZ Board and the City with respect to the development and redevelopment of the TIRZ, perform and engage in activities relating to the acquisition and development of land and other properties in the TIRZ, engage in development and redevelopment activities and construct and improve infrastructure in the TIRZ, enter into development agreements with developers/builders in the TIRZ, and, subject to City approval, issue, sell or deliver its bonds or notes, and perform the other activities described in the Tri-Party Agreement;

WHEREAS, the TIRZ Act provides that the TIRZ may enter into agreements as the TIRZ Board considers necessary or convenient to implement the Project Plan and achieve its purposes;

WHEREAS, the Authority Board and the TIRZ Board have determined that it is in the best interest of the TIRZ and the Authority for the County to participate in the TIRZ to increase the efficient and effective implementation of certain aspects of the Project Plan; and

WHEREAS, the City, the TIRZ, the County, and the Authority entered into that certain Interlocal Agreement, approved and authorized by City of Houston Ordinance No. 2024-926, (the "Prior County Participation Agreement"); and

WHEREAS, the Parties have determined that it is in their collective best interests to amend and restate the Prior County Participation Agreement to provide for the County's continued participation in the TIRZ in furtherance of the Project Plan, as more fully described in this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

I. PARTIES

The initial addresses of the parties to this Agreement, which a Party may change by giving written notice of its changed address to the other Parties, are as follows:

CITY

City of Houston
P.O. Box 1562
Houston, Texas 77251

Attention: Gwendolyn Tillotson-Bell
Chief Development Officer,
Mayor's Office of Economic Development

COUNTY

Harris County Precinct Four
1001 Preston St., Suite 950
Houston, Texas 77002

Attention: Miryea Ayala
Chief Compliance Officer

With a copy to:

Harris County Attorney's Office
1010 Lamar, 18th Floor
Houston, Texas 77002
Attention: Sandra Staine
Assistant County Attorney

TIRZ & AUTHORITY

Mr. Michael Moore

Administrator
Uptown Development Authority
1980 Post Oak Boulevard, Suite 1700
Houston, Texas 77056
Facsimile (713) 622-4678

with a copy to:

Mr. Stephen T. Wood
Uptown Development Authority
1980 Post Oak Boulevard, Suite 1700
Houston, Texas 77056
Facsimile (713) 622-4678

II. DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings provided in the preamble and Recitals and in this Article II set out below:

- a. **"Affordable Housing Increment"** is defined in Article V, Section H below.
- b. **"Agreement"** means this Agreement between the City, the County, the Authority and the TIRZ.
- c. **"Base Year"** means tax year 1999 for the original boundaries of the TIRZ, 2008 for the annexation enlarging the boundaries of the TIRZ pursuant to City Ordinance No. 2008-94 and 2013 for the annexation enlarging the boundaries of the TIRZ pursuant to City Ordinance No. 2013-469.
- d. **"Base Value"** means the total taxable value of all real property taxable by the County and located within the boundaries of the TIRZ for the applicable Base Year, as established by HCAD.
- e. **"Captured Appraised Value"** means the total taxable value of all real property taxable by the County and located within the boundaries of the TIRZ for a year, as established by HCAD, less the applicable Base Value, as defined by Chapter 311, Texas Tax Code.
- f. **"City"** is defined in Article I of this Agreement and includes its successors and assigns.

g. **“County”** is defined in Article I of this Agreement and includes its successors and assigns.

h. **“County Revenue Fund Account”** means an account of the Authority into which the Affordable Housing Increment and the Maintenance and Operation Increment is deposited, including any interest inured thereto.

i. **“County Revenue Fund Draw Request”** is defined in Article V, Section I.

j. **“County Tax Increment Participation”** means the County tax increment payments to the TIRZ, as described in Article IV, Section A, below.

k. **“Harris County Precinct Four”** means Precinct 4 of the County as its boundaries exist as of April 2024, as adopted by City of Houston Ordinance No. 2024-435 on June 12, 2024; provided, further that in the event of a subsequent change to the boundaries of Precinct 4, any reference to “Harris County Precinct Four” in this Agreement shall be deemed a reference to the County precinct in which a majority of the property within the TIRZ is located.

l. **“HCAD”** means the Harris Central Appraisal District.

m. **“Maintenance and Operation Increment”** is defined in Article V, Section G below.

n. **“Precinct 4 Designee”** means the Chief of Staff for Harris County Precinct Four or other person as designated by separate agreement among the the Authority and the County or otherwise in writing by the Commissioner of Harris County Precinct Four; provided further that in the event of a subsequent change to the boundaries of Precinct Four, any reference to “Precinct 4 Designee” in this Agreement shall be deemed a reference to the Chief of Staff or other person designated in writing by the Commissioner for the County precinct in which a majority of the property within the TIRZ is located.

o. **“Tax Increment Fund”** means the fund or account created by the City in the City Treasury for accumulating tax increment revenues in connection with the TIRZ.

p. **“Term”** is defined in Article III.

Otherwise, the terms used herein have the meanings ascribed in the TIRZ Act.

III. EFFECTIVE DATE, TERMINATION DATE

This Agreement shall become effective as of the date countersigned by the City Controller, and shall terminate December 31, 2040, unless sooner terminated or extended pursuant to Article VI of this Agreement (the “Term”).

Upon termination of this Agreement, the obligation of the County to contribute the County Tax Increment Participation shall end, subject to the provisions of Article IV, Section B hereof with respect to disbursement of the annual County tax increment payment for the final tax year of

the Agreement; however, the obligations of the City and the Authority to refund any overpayment by the County shall survive such termination.

IV. COUNTY OBLIGATIONS AND PROJECT DESCRIPTION & COSTS

A. County Tax Increment Participation

For and in consideration of the agreement of the parties set forth herein, the parties agree that the County shall participate in the TIRZ through annual tax increment payments, to the extent authorized by law, by remitting to the Tax Increment Fund forty percent (40%) of the funds actually collected with respect to the Captured Appraised Value from the County's total ad valorem tax rate (less the portion of the County's tax rate levied for debt service, and not including any taxes levied by the County on behalf of the Harris County Flood Control District, Harris County Hospital District, Port of Houston Authority, or similar entities) (the "County Tax Increment Participation"), for the tax years 2025 through 2040, inclusive (unless the Term of this Agreement is modified as provided in Article VI, Section B), for the area of the TIRZ that is located within Harris County Precinct Four as of the date of this Agreement.

B. Payment Date & Limitations of County Tax Increment

The County shall disburse annual County Tax Increment Participation payments to the Tax Increment Fund on or before August 31 with respect to the prior year's tax levy. For example, County Tax Increment Participation generated by the County's 2026 ad valorem tax levy shall be collected and remitted to the Tax Increment Fund by August 31, 2027. The County has no duty or obligation to pay the County Tax Increment Participation from any other County taxes or revenues. Any portion of the taxes representing the County Tax Increment Participation that are collected by the County and subsequently refunded to a taxpayer, pursuant to the provisions of the Texas Tax Code, shall be offset against future payments to the Tax Increment Fund.

The obligation to pay the County Tax Increment Participation accrues as taxes representing the County Tax Increment Participation are collected by the County. No interest or penalties shall be charged to the County for any late payments from the County to the City or Authority, regardless of any statutory provision that may permit assessment of late payment penalties; however, any costs incurred or interest lost by the Authority as the result of the County's late payment shall be solely borne by the County.

The County's obligation to disburse the annual County Tax Increment Participation payment for the final tax year of the Agreement shall survive the termination or expiration of this Agreement and shall terminate upon the County's disbursement of the annual County Tax Increment Participation payment for such final tax year. The County Tax Increment Participation is limited only to the areas within the boundaries of the TIRZ that are located within the boundaries of Harris County Precinct Four as of the effective date as set forth in Article III and does not extend to the County tax increment produced from any additional area annexed into the TIRZ by the City or subject to the terms of this Agreement any amendment to the Project Plan by the TIRZ and the City that would increase the total amount of project costs unless, subject to the terms of this Agreement, the Commissioners Court specifically grants its prior approval to participate in such annexation or the Precinct 4 Designee approved in writing the amendment to the Project Plan. Any

County property tax revenue in excess of the County Tax Increment Participation shall be retained by the County and shall not be remitted to the Tax Increment Fund.

C. Pledge of County Tax Increment

Subject to the provisions of Article V, Sections E, F and G, H and I, the County hereby consents to any assignment and pledge of all or part of the County Tax Increment Participation, to (i) the owners and holders of bonds and notes of the Authority and/or (ii) developers and builders pursuant to any development agreement to which the Zone Board and Chief Economic Development Officer of the City also consents.

V. CITY AND AUTHORITY OBLIGATIONS

A. Future Amendments to Project Plan and Boundary Enlargements

- i. Any member of Commissioners Court may review and comment upon any future amendment to the Project Plan that causes a change in the County Tax Increment Participation or projects previously approved by the County, prior to City Council approval. The City agrees to give the County written notice of any proposed amendment to the Project Plan or boundary enlargement of the TIRZ at least 60 days prior to City Council consideration thereof, if the County will be asked to participate in such an amendment or additional area. The County must provide written approval or disapproval within 45 days of the notice provided in this Section A; the County's failure to respond to the TIRZ's notice of any proposed amendment to the Project Plan or boundary enlargement shall serve as the County's approval of the amendment to the Project Plan or boundary enlargement; provided, however, nothing in this section shall prevent the City from moving forward with a Project Plan amendment or boundary enlargement that does not utilize any County Tax Increment Participation.
- ii. The Authority shall be responsible for drafting any future agreements deemed necessary by the TIRZ Board or the Authority Board. In the event the County will be asked to participate, the County will be given at least 30 days to review, comment, and/or approve the agreement prior to City Council consideration.

B. Disposition of Tax Increment Upon Termination

Within 60 days following (i) the termination of this Agreement and (ii) application of all of the County Tax Increment Participation payments hereunder, the City and the Authority shall refund to the County all monies remaining in the Tax Increment Fund or the County Revenue Fund Account that are attributable to the County Tax Increment Participation.

C. Annual Audited Financial Statements and Other Reports of the TIRZ

Each year the Authority shall furnish to the County a complete copy of the audit required by the Tri-Party Agreement, within 90 days of approval of such audit by the Authority Board. In addition, upon the County's written request, the City shall provide to the County a copy of all reports, studies and analyses prepared by the City, the Authority or others concerning expenditure of County Tax Increment Participation funds, to the extent same are in the possession of the City.

D. Party Audit Rights

Any Party shall have the right to audit the Tax Increment Fund and the County Revenue Fund Account, and audit and inspect the financial and accounting books and records of another Party related to the Project Plan upon 30 days' written notice to the applicable Party. Any such audit and/or inspection shall be performed at the requesting Party's expense.

E. Annual County Approval

The Authority agrees to give the Precinct 4 Designee written notice of the proposed annual budget for the Authority, with a copy attached thereto, at least 60 days prior to the Authority Board's consideration thereof. Within 30 days after receipt of the proposed annual Budget, the Precinct 4 Designee may provide written notice to the Authority designating any project or projects in such budget for which the County Tax Increment Participation may not be used. ; for the avoidance of doubt, no County Tax Increment Participation can be used on a budget line item without written approval of the Precinct 4 Designee. Once the Precinct 4 Designee provides written notice designating that County Tax Increment Participation can be used for a particular project or projects, such designation shall automatically apply to that project or projects in subsequent annual budgets without the need for further affirmative notice by the County or the Precinct 4 Designee and such designation cannot be rescinded by the County or Precinct 4 Designee; provided, however, that this does not apply if the project or projects have changed materially in scope or cost, "materially changed" being more than ten percent (10%) of the original scope or cost, from the time of the Precinct 4 Designee's prior approval or designation. The Precinct 4 Designee's failure to respond to the Authority's timely notice of a proposed annual budget shall serve as the Precinct 4 Designee's rejection of the use of the County Tax Increment Participation for the projects included in the proposed budget, subject to the terms of the immediately preceding sentence. .

F. County Budget Items

The Authority agrees, subject to approval by the TIRZ Board and the Authority Board, to include in its annual budget presented to the City for approval items that are requested by the Precinct 4 Designee, provided that such budget item may not require use of funds other than the County Tax Increment Participation, subject to Article VII, Section D.

G. Flow of County Tax Increment Participation

After the Authority receives the County's annual County Tax Increment Participation payment into the Tax Increment Fund, the Authority shall transfer the Affordable Housing Increment and the Maintenance Operation Increment into a separately designated County Revenue Fund Account, including any interest accrued thereto.

The Affordable Housing Increment transferred into and held within the County Revenue Fund Account, including any interest inured thereto, shall at all times be a segregated fund, separate and identifiable from the Maintenance Operation Increment transferred into and held within the County Revenue Fund Account, including any interest inured thereto.

The Precinct 4 Designee may submit a draw request to the Authority requesting disbursements from the County Revenue Fund Account (a “County Revenue Fund Draw Request”) in substantially the same form as attached hereto as **Exhibit A**. Upon receipt of a County Revenue Fund Draw Request and subject to availability of funding, the Authority shall remit payment to the County within 30 days of receipt of such draw request and Authority Board approval. The Authority shall indicate its approval in writing by confirming the Date of Funds Submission portion of the County Revenue Fund Draw Request and shall maintain an accounting of the disbursements from the County Revenue Fund Account to the County on a monthly basis as part of the regular bookkeeping report or financial reporting.

The funds within the County Revenue Fund Account will only be applied to affordable housing as set forth in Article V, Section H and/or maintenance and operations as set forth in Article V, Section I and described in a County Revenue Fund Draw Request.

The County Revenue Fund Account shall at all times be a segregated account and fund, separate and identifiable from all other funds and accounts held by the Authority.

H. Affordable Housing

Thirty-three percent (33%) of the County Tax Increment Participation shall be allocated and must be used to provide affordable housing (the “Affordable Housing Increment”) related to the Project Plan during the Term, pursuant to Chapter 311 of the Texas Tax Code. Such Affordable Housing Increment shall be paid from the County Revenue Fund Account, pursuant to a County Revenue Fund Draw Request, to the County to fund affordable housing investment projects in Harris County Precinct Four and within a three-mile radius of the TIRZ boundary in accordance with the Project Plan. The County will provide a quarterly written report to the TIRZ and Authority regarding the use of the Affordable Housing Increment in a form reasonably acceptable to the Parties.

I. Maintenance and Operation

Ten percent (10%) of the County Tax Increment Participation shall be allocated to fund maintenance and operation costs (the “Maintenance and Operation Increment”) for projects constructed that are related to the Project Plan. Such Maintenance and Operation Increment shall be paid from the County Revenue Fund Account, pursuant to a County Revenue Fund Draw Request, to the County for maintenance and operation of public parks, infrastructure, improvements, or other facilities related to the Project Plan within the boundaries of Harris County Precinct Four. The County, through Harris County Precinct Four, will provide a quarterly written report to the TIRZ and Authority regarding the use of the Maintenance and Operation Increment in a form reasonably acceptable to the Parties. The City may not receive any type of fee, whether administrative, overhead, or otherwise, from the County Tax Increment Participation.

VI. EARLY TERMINATION; BREACH; EXTENSION OF TERM

A. Default

Events of default by the County include, but are not limited to, failure to timely remit the annual County Tax Increment Participation payments to the Tax Increment Fund in accordance

with Article IV of this Agreement. Events of default by the City or the Authority include, but are not limited to, the expenditure of County Tax Increment Participation funds by the City or the Authority in a manner inconsistent with the Project Plan or this Agreement.

In the event of a material default, the defaulting Party shall be notified of the default, and shall have 60 days to cure the default. If the default is not cured within 60 days following receipt of such notice, a non-defaulting Party may elect to terminate this Agreement. If such default is of such a nature as to be incapable of cure within such period, the defaulting Party shall commence action to cure said default within 60 days and thereafter diligently and continuously pursue such action to complete such cure promptly.

B. Mutual Agreement

The Term of this Agreement may be modified by written agreement of the parties. In the event the Term of the TIRZ is extended beyond December 31, 2040, subject to the preceding sentence, by written notice to the other parties not more than 90 days following receipt of written notice from the City that it has approved an ordinance extending the term of the TIRZ beyond December 31, 2040, the County may, but shall not be required to, opt to extend the Term of this Agreement to provide for the participation of the County throughout the extended TIRZ term. Notwithstanding anything contained herein, the TIRZ may terminate this Agreement pursuant to the provisions of the TIRZ Act.

C. Prior County Participation Agreement.

The Prior County Participation Agreement is hereby terminated and superseded in all respect by this Agreement.

VII. ADMINISTRATION

A. Cooperation of the Parties

The Parties shall cooperate in good faith to implement the objectives of the Agreement and shall not take any action that unreasonably delays or impedes any other Party's ability to exercise its rights and responsibilities hereunder, nor shall any Party take any action, including withholding any necessary administrative action, that unreasonably delays or impedes the ability of another Party to deploy the monies held in the Tax Increment Fund.

B. Reconciliation of Accounts

The payment calculations for County Tax Increment Participation shall include appropriate retroactive adjustments for any prior year subsequent tax collections or other necessary adjustments caused by errors or late tax payments.

After the reconciliation of any year of County Tax Increment Participation, if the reconciled payment is determined to have been within ten percent of the amount actually paid, the over/under amount will be added or subtracted from the next annual payment, as applicable. Upon

the County's written request, discrepancies greater than ten percent will be paid to the applicable Party within 60 days of receipt thereof.

C. Board of Directors

Pursuant to the provisions of TIRZ Act, the County may appoint one (1) director directly to the TIRZ Board without action by the City (the "Appointed Director") so long as the County is a participating taxing unit in the TIRZ. Unless otherwise agreed upon by the Parties from time to time, the Appointed Director will occupy Position 9 on the TIRZ Board. The County may also appoint and maintain as many non-voting ex officio members on the TIRZ Board as the County may desire. If a change in law results in a change in the number of directors on the TIRZ Board, the Parties agree to work in good faith to ensure proportional representation for the County on the TIRZ Board will be maintained.

D. Compliance with Law

The Parties covenant that all actions and projects undertaken with the adoption of this Agreement and projects funded under a Project Plan undertaken throughout the life of the TIRZ and the Authority, will be reviewed by the Party's legal counsel, and ascertained to be within the authority granted to such Party by State and local laws. Should any project or action undertaken be determined to be a violation of State and local laws, the violating Party shall be responsible for restitution of ineligible costs, whether project costs, operations and maintenance costs, or other related costs.

E. Severability

If any term, covenant or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained.

F. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

G. Written Amendment

Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each Party.

H. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third business day following deposit in a United States Postal Service post office or receptacle with proper postage affixed, via certified mail with return receipt requested, and addressed to the respective other Party at the address

prescribed in the Section entitled “**PARTIES**” in this Agreement, or at such other address as the receiving Party may have theretofore prescribed by notice to the sending Party.

I. Non-Waiver

Failure of any Party hereto to insist on the strict performance of any of the covenants herein or to exercise any rights or remedies hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any other right or remedy occurring as a result of any future default or failure of performance.

J. Assignment

No Party shall assign this Agreement at law or otherwise without the prior written consent of the other Parties. No Party shall delegate any portion of its performance under this Agreement without the written consent of the other Parties.

K. Successors

This Agreement shall bind and benefit the Parties and their legal successors. This Agreement does not create any personal liability on the part of any officer, agent or employee of the City, City Council, the TIRZ, the Board, the Authority, the Authority Board, the County, or Commissioners Court.

L. No Waiver of Immunity

No Party waives or relinquishes any immunity or defense on behalf of itself, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

M. Captions

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

N. Third Party Beneficiary

This Agreement shall not bestow any rights upon any third party, but rather shall bind and benefit only the Parties hereto.

[signature page to follow]

IN WITNESS WHEREOF, the City, the County, the TIRZ and the Authority have made and executed this Agreement in multiple copies, each of which is an original.

HARRIS COUNTY

DocuSigned by:


266C1B1FCB5A4DC...

By: _____

Name: County Judge Lina Hidalgo

APPROVED AS TO FORM:

By: Abbie Kamin, County Attorney

By: Sandra Staine

Sandra Staine, Assistant County Attorney
26GEN1394

DS



ATTEST/SEAL:

Signed by: Troy D. Lemon
By: Troy Lemon, City Secretary

CITY OF HOUSTON

DS
By: John Whitmire, Mayor
DocuSigned by: Cynthia Wilson
E372923F937B434...

COUNTERSIGNED:

By: Chris Hollins, Controller
Date: 10/5/2026
DocuSigned by: Emad Tahir
C7034DC62F544DF...

APPROVED:

Signed by: Gwendolyn Tillotson-Bell
By: Gwendolyn Tillotson-Bell
Chief Development Officer

APPROVED AS TO FORM:

Signed by: Tami Kim
By: Tami Kim, Senior Assistant City Attorney
LD-RE-0000003256

REINVESTMENT ZONE NUMBER SIXTEEN, CITY OF HOUSTON, TEXAS

By: 
Chair, Board of Directors

ATTEST/SEAL

Date Signed: 08/05/2024

By: 
Secretary, Board of Directors

Date Signed: 08/05/2024

UPTOWN DEVELOPMENT AUTHORITY

By: 
Chair, Board of Directors

ATTEST/SEAL

Date Signed: 08/05/2024

By: 
Secretary, Board of Directors

Date Signed: 08/05/2024

EXHIBIT A

Form of County Revenue Fund Draw Request

COUNTY REVENUE FUND DRAW REQUEST

Requisition No. _____

RE: County Revenue Fund Account Draw Request - [Project Name and Year]

Ladies and Gentlemen:

Reference is hereby made to that certain First Amended and Restated Interlocal Agreement (the "Agreement") by and among the Uptown Development Authority (the "Authority"), Reinvestment Zone Number Sixteen, City of Houston, Texas (the "TIRZ"), Harris County, Texas (the "County"), and the City of Houston, Texas (the "City"), dated as of [____], 2026. Capitalized terms used and not otherwise defined herein have the meanings assigned to such terms in the Agreement.

Pursuant to the Agreement, the Precinct 4 Designee hereby submits a County Revenue Fund Draw Request, to be made in accordance with the Agreement and pursuant to the terms hereof:

1. Amount Requested: _____
2. Source of Funds (Affordable Housing Increment ("AHI") or Maintenance and Operations Increment ("MOI")): _____
3. Purpose of Funds: _____
4. Supporting Documentation (including bid documents, design documents, project plans or City permit information) (attached)
5. Remaining amount of County Tax Increment Participation in the County Revenue Fund Account: \$ _____
6. Withdrawals from the County Revenue Fund Account: \$ _____
7. Instructions to Make Payments. The Precinct 4 Designee hereby instructs the Authority to make the above-referenced withdrawals and payments in accordance with the terms of the Agreement.
8. Certification

The Precinct 4 Designee on behalf of the County hereby certifies the following:

- a. The Draw Request from the Affordable Housing Increment will be used for affordable housing investment project(s) in accordance with the Project Plan and approved annual budget.
- b. The Draw Request from the Maintenance and Operation Increment will be used for County project(s) which are included in the Project Plan and approved annual budget and/or for maintenance and operations related to such County project(s).
- c. The Draw Request amount reflects costs that are (i) allocable to County Tax Increment Participation dollars and (ii) eligible costs under the TIRZ Act and the Project Plan.

- d. The Draw Request amount will be deposited into a separate account under control of the County and will be expended in accordance with and subject to the terms and conditions of the Project Plan, the Agreement, the TIRZ Act and all applicable law.

Date of Requisition:

HARRIS COUNTY

By: _____

Name: _____

Title: _____

Date of Funds Submission: _____

Acknowledged By:

UPTOWN DEVELOPMENT AUTHORITY

By: _____

Chair, Board of Directors

Date: _____